

**CHARLES RIVER DAM AT SOUTH NATICK  
DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT**



**BID PACKAGE, CONTRACT DOCUMENTS, AND TECHNICAL  
SPECIFICATIONS**

**NATICK  
MASSACHUSETTS**

**JANUARY 2026**

**Owner: Town of Natick  
75 West Street  
Natick, MA, 01760**

**Engineer: GZA GeoEnvironmental, Inc.  
249 Vanderbilt Avenue  
Norwood, MA 02062**



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South Natick , Massachusetts

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**BIDDING FORMS**

TOWN OF NATICK, MASSACHUSETTS

**SECTION 00030  
INVITATION FOR BIDS**

Pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, (the Town of Natick, the Awarding Authority, (hereinafter referred to as "Owner") invites sealed Bids for the General Contract from responsible and eligible bidders for **Charles River Dam at South Natick, Massachusetts, Dam Decommissioning and River Restoration**. Sealed Bids shall be received for the General Contract until **Friday, February 20, 2026, at 9:00 A.M.** local time, at the Natick DPW Building, 75 West Street, Natick, MA 01760, at which time and place they will be opened in the presence of a witness, read and registered. Viewing of the bid opening may be had at the following ZOOM site:

<https://us06web.zoom.us/j/81393157326>

Meeting ID: 813 9315 7326

No faxed or email, or conditional bids shall be accepted. If the Procurement Office within the DPW Building is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 9:00 A.M. local time on the next business day upon which the Procurement Office is open for business.

Each and every Bid shall be submitted on the Bid Form furnished with the Bidding Documents. Each and every Bid shall be sealed in an envelope which is clearly marked in the lower left hand corner **"BID FOR CHARLES RIVER DAM AT SOUTH NATICK, MASSACHUSETTS, DAM DECOMMISSIONING AND RIVER RESTORATION."**

This Invitation for Bids contemplates the following Work to be performed:

- Demolition and disposal of the existing concrete spillway and apron;
- Control of Water;
- Site Restoration; and
- Post-Construction Sediment Monitoring.

The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

The Invitation for Bids ("IFB") may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing [bleblanc@natickma.org](mailto:bleblanc@natickma.org), beginning on **January 28, 2026**. Do not request prior to that time. Please request during the above regular business hours only.

A pre-bid meeting will be held at the dam site, which is at 9 Pleasant Street in South Natick, Massachusetts at **10:30 am on February 3, 2026**. During this meeting, potential bidders will have an opportunity to visit and

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examine the work site.

Complete instructions for filing Bids are included in the Instructions to Bidders. Every Bid shall be submitted in full accordance with those Instructions to Bidders. Bids shall be valid only when accompanied by all of the following: (1) a fully completed and properly executed "Bid Form for General Bid"; (2) Bid security in the amount of five percent (5%) of the amount bid, in a form as described in the Instructions to Bidders and made payable to the "Town of Natick."

Attention of the Bidder is called to the requirements for minimum prevailing wage rates to be paid under this Contract and the reporting associated thereto. Minimum prevailing wage rates are required as per M.G.L, c, 149, §§ 26 to 27D, inclusive. Minimum prevailing wage rates determined by the Commissioner are as contained in the Supplementary Conditions section of the Contract Documents.

Bids for this Contract are subject to the provisions of M.G.L. c. 149, secs. 44A et seq. The successful Bidder will be required to furnish a Payment and Performance Bond, with a surety company which is acceptable to Owner, each in the amount of one hundred percent (100%) full amount of the Contract. Contract payment will be by the unit price and lump sum price method as indicated on the Bid Form. No Bidder may withdraw his Bid for a period of thirty (30) days after the date designated above for the opening. The Owner reserves the right to reject any or all Bids or to accept any Bid deemed by it to be in the best interest of the Town of Natick, and, to the extent permitted by law, to limit the extent of the work to keep within the limits of available funds. The award of any Contract pursuant to this Invitation for Bids is subject to appropriation by Natick Town Meeting.

Bidder's attention is directed to the Non-Discrimination in Employment and Affirmative Action Program requirements of this Contract. The requirements of these programs are explained in the Instructions to Bidders and in Part I of the Supplementary Conditions of the Contract.

TOWN OF NATICK

Town Administrator  
James Errickson

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NATICK, MASSACHUSETTS

**SECTION 00100  
INSTRUCTIONS TO BIDDERS**

**1. RECEIPT OF BIDS AND COPIES OF BID DOCUMENTS:**

1.1 In accordance with Massachusetts General Laws, Bids will be received by the Town of Natick (hereinafter known as the OWNER) at the DPW Building, 75 West Street, Natick, MA 01760, until **February 20, 2026 , at 9:00 A.M.**, local time, and then at said office be opened in the presence of a witness and read aloud. The clock in the Procurement Office shall be considered official. No faxed, email, or conditional bids shall be accepted. If the Procurement Office within the DPW Building is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 9:00 A.M. local time on the next business day upon which the Procurement Office is open for business.

1.2 Each Bid shall be submitted in an opaque sealed envelope, addressed to the Town, and shall be delivered to the Procurement Office, DPW Building, 75 West Street, Natick, MA 01760. Each sealed envelope containing a Bid shall be plainly marked on the outside as "**BID FOR CHARLES RIVER DAM AT SOUTH NATICK, MASSACHUSETTS, DAM DECOMMISSIONING AND RIVER RESTORATION.**" and also shall bear the name of the Bidder, his address, his contact telephone number, and also his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed to the Procurement Office, DPW Building, 75 West Street, Natick, MA 01760. The Bid Security shall be attached to the signature page of the Bid.

1.3 Submission of a Bid shall be conclusive evidence that the Bidder has examined the Premises and the Bid Documents and is familiar with all the conditions of the proposed Contract. Upon finding any omissions or discrepancy in this Invitation for Bids, the Bidder shall notify the Procurement Officer immediately so that any necessary addenda may be issued. Failure of the Bidder to investigate completely the Premises and/or to be thoroughly familiar with the Bid Documents shall in no way relieve any such Bidder from any obligation with respect to the Bid.

1.4 A pre-bid meeting will be held at the dam site, which is at 9 Pleasant Street in South Natick, Massachusetts at **10:30 am on February 3, 2026**. During this meeting, potential bidders will have an opportunity to visit and examine the work site.

1.5 Complete sets of the Bid Documents may be obtained from may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing [bleblanc@natickma.org](mailto:bleblanc@natickma.org), beginning on **January 28, 2026**. **No hard copy documents will be available at Natick Public Works.**

1.6 Complete sets of Bid Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

1.7 OWNER and ENGINEER, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## **2. SCOPE OF WORK/LOCATION OF WORK:**

2.1 The Work for this project consists of the following scope items:

- Demolition and disposal of the existing concrete spillway and apron;
- Control of Water;
- Site Restoration; and
- Post-Construction Sediment Monitoring.

2.2 The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

2.3 To the extent permitted by law, the OWNER reserves the right to eliminate certain sections of the Work as may be determined by it as a basis of award, to keep within the limits of available funds, or to add sections of the work previously eliminated.

## **3. SCHEDULING:**

3.1 The Contract time will start on the date indicated on the Notice to Proceed and the Successful Bidder shall proceed on a continuous basis following Contract start date until all work is complete, unless directed differently by the OWNER.

## **4. FORM OF BID:**

4.1 All Bids shall be made on the blank form included in Section 00300 which follows this notice, and each Bid shall state a price for each lump sum item. The total of the item prices when correctly calculated, shall be used in the comparison of Bids received. In the event there is a discrepancy in the Bid between the prices written in words and figures, the prices written in words shall govern.

4.2 The form of Bid shall not be changed, and it shall be signed by the Bidder with his business address and place of residence.

4.3 A conditional or qualified Bid shall not be accepted.

## **5. BID SECURITY:**

5.1 Each Bid shall be accompanied by a Bid Bond written by a surety company qualified to do business in Massachusetts, or by Cash, or a Certified Check, or Treasurer's or Cashier's Check issued by a responsible bank or trust company, as Bid Security, in the amount of five (5%) percent of the total Bid, made payable to the Town of Natick.

5.2 The Bid Security of Bidders, except those of the three lowest responsible and eligible Bidders, shall be returned within five (5) days, Saturdays, Sundays and holidays excluded, after opening of Bids. The Bid Security of said three lowest Bidders shall be returned upon execution of the Contract.

5.3 In case the Successful Bidder shall fail or neglect to execute the Contract and furnish the satisfactory bonds within the time specified, the OWNER may determine that the Bidder has abandoned the Contract and thereupon the Bid Security accompanying the Bid shall be forfeited to the OWNER as liquidated damages for such failure or neglect, and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish the bonds as aforesaid, provided that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to him. After execution of the Contract and acceptance of the bonds by the OWNER, the Bid Security accompanying the Bid of the Successful Bidder will be returned.

## **6. WITHDRAWAL OF BIDS:**

6.1 Once 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 shall not withdraw said Bid within a period of thirty (30) days (Saturdays, Sundays and legal holidays excluded).

6.2 Upon proper 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.

6.3 Unless a Bid is withdrawn as provided above, each Bidder shall agree that it shall be deemed open for acceptance until the Contract 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.

## **7. EXPERIENCE OF BIDDER:**

See Section 00340.

## **8. QUESTIONS REGARDING DRAWINGS AND DOCUMENTS:**

8.1 In general, no answer will be given to prospective Bidders in reply to an oral question if the question involves an interpretation 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. Each 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 or account thereof.

8.2 To receive consideration, such questions shall be submitted in writing to the OWNER, with a copy to the ENGINEER, by **3:00 PM on February 6, 2026**. If the question involves the equality of use of products or methods, it shall 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.

8.3 The ENGINEER will set forth as Addenda, which shall become 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.

8.4 Addenda notification will be distributed by email to all parties recorded by the Engineer as having received bidding documents and are on the planholder list. Alternative methods of distributing addendum must be requested by the party recorded as receiving bidding documents. Each Bidder shall be responsible for determining that it has received all Addenda, which have been issued. If an Addendum notification is issued by email, ENGINEER will request a return email to verify receipt of the Addendum, however, failure by any Bidder or prospective Bidder to send a return email will not invalidate the delivery of the Addendum notification.

8.5 Each Bidder agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

8.6 It shall each Bidder's responsibility to confirm the existence of Addenda with the ENGINEER prior to submittal of Bid.

## **9. INFORMATION NOT GUARANTEED:**

9.1 It is agreed 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.

9.2 All information given on the Drawings or in the other Contract Documents 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.

9.3 It is further agreed and understood that 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 Contract Drawings, or in the other Contract Documents.

## **10. BIDDER RESPONSIBILITY:**

10.1 If a Bidder, after examining the site and Contract Documents, determines the presence of a discrepancy between the Contract Drawings and Contract Specifications, it is each Bidder's responsibility to notify the ENGINEER prior to the Bid opening. ENGINEER shall review and issue an Addendum if necessary. If a Bidder fails to notify ENGINEER of such discrepancy and is awarded the Contract, the CONTRACTOR shall not be entitled to a Contract price adjustment if OWNER or ENGINEER determines CONTRACTOR was aware of the discrepancy during the Bid period.

10.2 Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

10.3 The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by each Bidder or relieve him from fulfilling any of the conditions of the Contract.

10.4 It is the CONTRACTOR'S responsibility to visit each known site in order to identify any limitations in access to each site. The OWNER will not be responsible for any claims for additional cost during construction that are related to access to each known site.

10.5 Each Bidder assumes all responsibility for the Bid arriving on time and at the designated location. The time of receipt of a Bid shall determine the acceptability of mailed Bids, regardless of postmark. It shall be the sole responsibility of the Bidder to assure that a Bid has arrived before the time for opening of Bids as specified in the Invitation for Bids and Instructions to Bidders. Bids received at the specified location and after the time specified will not be accepted.

**11. COMPARISON OF BIDS:**

11.1 All Bids will be compared on the basis of the estimate of quantities of work to be done, per unit price and/or lump sum items, as tabulated in the Bid. Estimated quantities are approximate only, being given for the uniform comparison of Bids. The OWNER does not expressly agree, or by implication agree, that the actual amount of work will correspond therewith, and the right is expressly reserved, to increase or diminish the amount of any class or portion of the work, or to omit construction in certain locations, as may be deemed necessary by the OWNER to keep within the limits of available funds, as permitted by applicable law.

**12. RIGHTS RESERVED BY OWNER:**

12.1 The OWNER reserves the right to reject any or all Bids, or to waive any informalities or minor defects, if deemed by it to be in the best interest of the Town of Natick.

12.2 The OWNER may make such investigations as it deems necessary to determine the ability of each Bidder to perform the work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. 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 Agreement and to complete the work contemplated therein.

12.3 The low Bidder shall supply the names and addresses of suppliers and subcontractors when requested to do so by the OWNER.

12.4 The Town may terminate the Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is not available during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

### **13. AWARD OF CONTRACT:**

13.1 Award of the Contract will be made to the lowest responsible and eligible Bidder. The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) 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; (3) who shall certify 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 ten (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; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder, and (5) who obtains within ten (10) days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable. The party to whom the CONTRACT is awarded will be required to execute the Contract, obtain Payment and Performance Bonds, Insurance Certificates and Certification Form, and a Certificate of Vote of authorization of signature on Documents, within ten (10) calendar days from receipt of Notice of Award. The Notice of Award shall be accompanied by the necessary Agreement and Bid Forms. In case of failure of a Bidder to execute the Contract and provide the above mentioned Bonds, Certificates, etc., the OWNER may at its option, consider the Bidder in default, in which case the Bid security accompanying the Bid shall become property of the OWNER.

### **14. PAYMENT AND PERFORMANCE BONDS:**

14.1 A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the OWNER will be required for the faithful performance of the Contract.

14.2 Attorneys-in-fact who sign Bid Bonds or Payment Bond and Performance Bond, shall file with each Bond, a certified and effective dated copy of their Power of Attorney.

### **15. CONTRACT INSURANCE:**

15.1 The Successful Bidder shall provide Commercial General Liability Insurance, Automotive Liability Insurance, Worker's Compensation and Employer's Liability Insurance, including other coverages such as indicated in the General Conditions and as amended in the Supplementary Conditions.

15.2 Each certificate and policy of insurance required by the Contract shall contain a cancellation provision as indicated below with no variations.

“Should any of the above described policies be cancelled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days prior written notice to the certificate holder named to the left”.

15.3 The Successful Bidder shall provide an endorsement or endorsements which indicate that the Town of Natick is named as an additional insured on the required policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form and maintain throughout the term of the Contract and any extension or renewal thereof.

15.4 The Successful Bidder shall provide separate Owner’s Protective Liability Insurance, with the OWNER and ENGINEER only as insured. A rider clause to the Contractor’s Liability Insurance shall not be acceptable.

**16. INDEMNIFICATION:**

16.1 The Successful Bidder shall assume the indemnification responsibilities set forth in the Contract which is included in the Bid Documents and is incorporated herein by reference.

**17. CONTRACT SIGNING AND NOTICE TO PROCEED:**

17.1 The Notice to Proceed shall be issued within thirty (30) days of the effective date of the Contract by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the Successful Bidder. If the Notice to Proceed has not been issued within the thirty (30) day period, or within the period mutually agreed upon, the Successful Bidder may terminate the Contract without further liability on the part of either party.

**18. TIME OF STARTING:**

18.1 The work shall start on the date to be placed on the Notice to Proceed, and proceed on a continuous basis until complete, or unless directed differently by OWNER.

**19. TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

19.1 The date for commencing Contract time will be the day to be indicated on the Notice to Proceed.

19.2 Work may proceed following Notice to Proceed. However, in accordance with permits obtained by the Owner, **NO IN-WATER WORK MAY BE PERFORMED PRIOR TO JULY 16, 2026, FURTHERMORE, ALL IN-WATER WORK MUST BE COMPLETED BY AUGUST 31, 2026. THE DATE OF SUBSTANTIAL COMPLETION SHALL BE NO LATER THAN SEPTEMBER 11, 2026. POST-CONSTRUCTION SEDIMENT MONITORING SHALL CONTINUE UNTIL 1 YEAR FOLLOWING THE COMPLETION OF IN-WATER WORK.**

19.3 The Successful Bidder agrees to pay as liquidated damages, the sum of one thousand (\$1,000.00) per day for each calendar day beyond August 31, 2026 that in-water work is not completed and eight hundred (\$800.00) per day for each calendar day beyond September 11, 2026, for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

19.4 It is the intention of the Contract to require the CONTRACTOR to commence work and to continue working on a continuous basis until complete.

## **20. LAWS AND REGULATIONS:**

20.1 Each Bidder's attention is directed to the fact that all applicable Local, State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract, the same as though herein written in full.

20.2 Notwithstanding the foregoing, the Contract is subject to the applicable provisions of, but not limited to, M.G.L.c. 149, secs. 44A, which is incorporated herein by reference.

20.3 Notwithstanding the foregoing, the Contract is also subject to the dig-safe requirements of M.G.L. c. 82, § 40 and the applicable portions of 527 CMR 13, relating to Blasting.

## **21. CONTRACT DRAWINGS:**

21.1 The construction project is as shown on the Contract Drawings.

## **22. UNBALANCED BIDS:**

22.1 A Bidder shall not submit unbalanced prices for any of the Bid items on the Bid. All prices shall be reasonable for the Work entailed. The OWNER reserves the right to reject any Bid which contains unbalanced prices, considering such a Bid as non-responsive to the Instructions to Bidders, and to consider same as reason for rejecting a Bid.

22.2 Certain Bid items may have set minimum and/or maximum prices to provide uniformity in the comparison of Bids established by OWNER and indicated on the Bid form. Bids submitted not in compliance with these established amounts, may be rejected for non-compliance with the Instructions to Bidders.

### **23. SAFETY AND HEALTH REGULATIONS:**

23.1 This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Workforce Development, Division of Industrial Safety "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.

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

### **24. SALES TAX EXEMPTION:**

24.1 The OWNER will provide a Massachusetts Sales Tax Blanket Exemption Certificate No. applicable to all materials to be furnished under this Contract.

24.2 Except as noted above, the Successful Bidder and Subcontractors shall pay all taxes levied by law on materials, labor or services furnished by them. Payments of such levies and sales taxes will be held to be included in Contract amounts.

### **25. PERMITS AND LICENSES:**

All permits have been secured by the Town.

### **26. MINIMUM PREVAILING WAGE RATES:**

26.1 Minimum Prevailing Wage Rates (Heavy Construction) as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, (the Prevailing Wage Act) apply to this project. It is the responsibility of the CONTRACTOR, before Bid opening, to request if necessary, any additional information on Minimum Prevailing Wage Rates for those tradespeople who are not covered by the following schedule of prevailing wage rates, but who may be employed for the proposed work under this Contract.

26.2 Minimum prevailing wage rates to be used for this Contract are contained in Part I of the Supplementary Conditions.

26.3 Regulations for the Prevailing Wage Act state that payment of compensation to workmen for work performed on public work on a lump sum basis, piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act regardless of the average hourly earning resulting therefrom. This shall result in the disqualification of any Contractor employing these methods.

26.4 The CONTRACTOR shall submit weekly payrolls to the OWNER during the progress of this Contract for each day work is performed.

## **27. WARRANTIES:**

27.1 The Successful Bidder, if selected as the CONTRACTOR, shall furnish all supplies, equipment, and labor necessary for the performance of the services and/or delivery of equipment required by this Contract and warrants that it has in its employ, and throughout the term of this Contract or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this Contract, such that the CONTRACTOR'S obligations under this Contract shall be carried out in a prompt, safe and professional manner.

27.2 The Successful Bidder, if selected as the CONTRACTOR, shall further warrant that it shall perform services under this Contract with the highest degree of professionalism and care. Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the OWNER.

27.3 The Successful Bidder, if selected as the CONTRACTOR, shall warrant to the OWNER that the work to be performed under the Contract shall be free from defects in material and workmanship for twelve (12) months after acceptance of the work by the OWNER. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the CONTRACTOR shall have the option of repairing or replacing the defective component(s) involved in the work. If part of the work is accepted in accordance with that subsection of the Contract titled Partial Acceptance, the warranty for that part of the work shall be for a period of one (1) year from the date fixed for such acceptance.

## **28. NONDISCRIMINATION IN EMPLOYMENT:**

28.1 Contracts for work under this Bid shall obligate the CONTRACTOR and subcontractors not to discriminate in employment practices.

28.2 Contracts for work under this project shall obligate the CONTRACTOR and Subcontractors not to discriminate in employment practices, and shall maintain not less than five percent (5%) ratio of minority employees man hours to total man hours.

28.3 In connection with the performance of work under this Contract, the CONTRACTOR shall not discriminate against any employees or applicant for employment because of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The aforesaid provision shall include, but not be limited to the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms, conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The CONTRACTOR shall post hereafter in conspicuous places, available for employees and applicants for employment notices to be provided by the applicable agent of the Commonwealth of Massachusetts setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The CONTRACTOR shall also undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap and to eliminate and remedy any effects of such discrimination in the past.

28.4 The Successful Bidder shall submit a Contractor's Certification Form and a Subcontractor's Certification Form concerning their employment practices and policies in order to maintain their eligibility to receive the Award of the Contract. These forms shall be submitted with the signed Contract Documents.

## **29. SUBSTITUTE OR "OR-EQUAL" ITEMS**

29.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement; all consideration shall comply with M.G.L. c. 30, §39M(b).

## **30. PRICE ADJUSTMENTS FOR SPECIFIC MATERIALS – NOT APPLICABLE**

END OF SECTION

00100-12

NATICK, MASSACHUSETTS

**SECTION 00300  
BID FORM**

The undersigned, as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As used in this section, the word "person" shall mean any natural person, business, joint venture, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.); that he has carefully examined the location of the proposed Work and has, read the Contract Documents; that he shall agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish the materials and labor, specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the OWNER, as therein set forth; and that he shall take in full payment therefor, the amounts resulting from the unit and/or lump sum prices which he bids in the following tabulation, when multiplied by the quantities of Work actually accomplished.

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed. **NO IN-WATER WORK MAY BE PERFORMED PRIOR TO JULY 16, 2026, FURTHERMORE, ALL IN-WATER WORK MUST BE COMPLETED BY AUGUST 31, 2026. THE DATE OF SUBSTANTIAL COMPLETION SHALL BE NO LATER THAN SEPTEMBER 11, 2026. POST-CONSTRUCTION SEDIMENT MONITORING SHALL CONTINUE UNTIL 1 YEAR FOLLOWING THE COMPLETION OF IN-WATER WORK** unless an extension of time is granted.

Bidder further agrees to pay as liquidated damages, the sum of one thousand (\$1,000.00) per day for each calendar day beyond August 31, 2026 that in-water work is not completed and eight hundred (\$800.00) per day for each calendar day beyond September 11, 2026, for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment. Bidder also agrees to the individual contract completion dates and liquidated damages outlined in the Instruction to Bidders.

Bidder acknowledges receipt of Addenda:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

For all Work presented in the Bid Documents, Bidder submits the following Bid:

**00300-0**

CHARLES RIVER DAM REMOVAL  
NATICK, MASSACHUSETTS

BID FORM

ITEM  
NO.

DESCRIPTION

AMOUNT

Pay Item Description	<u>Technical Specification Reference</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price (\$)</u>	<u>Extended Price (\$)</u>
For more complete description see: Summary of Work (Section 01010), Technical Specifications, & Drawings and Details					
1. SEDIMENTATION AND EROSION CONTROLS	01560.01	1	Lump Sum	N/A	\$
2. TEMPORARY DEWATERING AND WATER CONTROL	01565.01	1	Lump Sum	N/A	\$
3. SITE RESTORATION	01740.01	1	Lump Sum	N/A	\$
4. MOBILIZATION AND DEMOBILIZATION	01900.01	1	Lump Sum	N/A	\$
5. DEMOLITION AND DISPOSAL OF EXISTING STRUCTURES	02060.01	1	Lump Sum	N/A	\$
6. CLEARING, GRUBBING, AND STRIPPING	02110.01	1	Lump Sum	N/A	\$
7. POST-CONSTRUCTION SEDIMENT MONITORING AND MITIGATION	04550.01	1	Lump Sum	N/A	\$
TOTAL			\$		
TOTAL (IN WORDS):					

TOTAL BID PRICE FOR BID COMPARISON

= \$ \_\_\_\_\_

\_\_\_\_\_  
(Bid Price in Words)

The Town will award the project based upon available funding. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

00300-1

Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option.

STATEMENT OF EXPERIENCE: The undersigned as Bidder declares that he has successfully accomplished similar work in the following places:

1. Description of Project \_\_\_\_\_  
(Include type of project, total value of Contract, date of completion, etc.)

---

---

Owner & Contact Person \_\_\_\_\_  
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person \_\_\_\_\_

---

---

2. Description of Project \_\_\_\_\_  
(Include type of project, total value of Contract, date of completion, etc.)

---

---

Owner & Contact Person \_\_\_\_\_  
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person \_\_\_\_\_

---

---

3. Description of Project \_\_\_\_\_  
(Include type of project, total value of Contract, date of completion, etc.)

---

Owner & Contact Person \_\_\_\_\_  
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person \_\_\_\_\_

4. Description of Project \_\_\_\_\_  
(Include type of project, total value of Contract, date of completion, etc.)

Owner & Contact Person \_\_\_\_\_  
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person \_\_\_\_\_

5. Description of Project \_\_\_\_\_  
(Include type of project, total value of Contract, date of completion, etc.)

Owner & Contact Person \_\_\_\_\_  
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person \_\_\_\_\_

---

NOTE: Bidders may attach supplementary information, if necessary, to indicate the experience, organization and equipment available to undertake the Work in the event of an award of the Contract.

The Bidder shall list below, the name/names of subcontractor, if other than Bidder, who shall perform work on the project, including but not limited to the subcontractor qualified as an Approved Concrete Specialty Contractor to do the concrete repairs.

A. \_\_\_\_\_

B. \_\_\_\_\_

The Bidder shall submit a list of experience for above sub-contractor.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid Bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such Bid Deposit shall be five percent (5%) of the value of the Bid. No Bidder may withdraw his Bid for a period of thirty (30) days after the date of Bid opening, excluding Saturdays, Sundays and holidays.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the OWNER, shall be required for the faithful performance of the Contract.

BIDDER: The full name and residence of all persons and parties interested in this Bid as principals, is as follows:

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This Bid shall bear the written signature of the Bidder or his authorized agent. If the Bidder is a corporation or a partnership, the Bid shall be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer shall be stated. The Certificate as to Corporate Bidder Form shall be completed following this page.

The undersigned Bidder hereby certifies he/she shall comply with the minority workforce percentage ratio and specific affirmative action steps contained in the Non-Discrimination in Workforce provisions of this Contract provisions. The Contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it shall comply with the minority workforce ratio and specific affirmative action steps contained in these contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned, as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (O.S.H.A.), and all latest revisions thereto, and that this Bid is prepared on the basis of compliance with those requirements.

The undersigned, as Bidder, hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The undersigned, as Bidder, hereby certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employees begin work. The undersigned, as Bidder, hereby certifies that if it is selected as Contractor, it shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The undersigned, as Bidder, hereby certifies that he is currently in compliance with the provisions of Massachusetts General Laws, Chapter 151B, which governs nondiscrimination in employment.

The undersigned, as Bidder, hereby certifies that he shall maintain records in reasonable detail which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 39R.

THIS BID SUBMITTED ON \_\_\_\_\_ 20\_\_

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

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

Telephone Number: (    ) \_\_\_\_\_ Email Address: \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Bid, in all respects is bona fide, fair, and has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, joint ventures, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Name of Bidder

\_\_\_\_\_

\_\_\_\_\_  
Address of Bidder

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

00300-7

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury \_\_\_\_\_ has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

\_\_\_\_\_

\_\_\_\_\_  
Address of Bidder

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

00300-8

CONFLICT OF INTEREST CERTIFICATION

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.
2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.
4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.
5. Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

\_\_\_\_\_

Address of Bidder

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

00300-9

CERTIFICATE AS TO CORPORATE BIDDER

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein; that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation; that I know his signature; that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this certificate shall be completed by another office of the Corporation.

CERTIFICATE OF COMPLIANCE WITH M.G.L., C.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined herein.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

CERTIFICATE OF NON-DEBARMENT

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

---

\_(Company Name)

---

(Signature title)

---

Name of Bidder

---

Address of Bidder

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

Signature

---

Printed Name

---

Printed Title

---

Date

00300-12

CERTIFICATE OF FOREIGN CORPORATION

If the Bidder is a foreign corporation, by affixing his or her signature, the Bidder certifies that the corporation is qualified under provision of M.G.L. c. 181, Section 4 to do business in the Commonwealth of Massachusetts.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

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

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

If awarded the Contract, the Contractor shall provide with his agreement package, a certificate from the Secretary of the Commonwealth of Massachusetts that the corporation is qualified under provisions of M.G.L. c.181, Section 4, to do business in the Commonwealth.

CONTRACT INSURANCE REQUIREMENTS

The undersigned certifies that he/she is aware of the insurance requirements of this Contract and he/she is willing and able to furnish the required insurance as specified, and that this Bid is prepared on the basis of compliance with these requirements.

---

Name of Bidder

---

Address of Bidder

**By:**

---

Signature

---

Printed Name

---

Printed Title

---

Date

00300-14

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

The undersigned agrees that if he is selected as the contractor, he shall comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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 ten (10) hours in duration.

---

Name of Bidder

---

Address of Bidder

By:

---

Signature

---

Printed Name

---

Printed Title

---

Date

00300-15

**DOCUMENT 00340**  
**BIDDER EXPERIENCE, PROJECT APPROACH INFORMATION, AND CHECKLIST**

**Charles River Dam at South Natick**  
**Dam Decommissioning and River Restoration**

**QUALIFICATION OF BIDDERS**

- A. Bidders must complete and submit this Bidder Experience and Reference Form as part of the bidding package. The information entered on the form must demonstrate the General Contractor's recent experience with work of a similar nature and scope to the work of this Contract.

Bidders must show adequate minimum qualifications, as defined below, with respect to the general and specialty work to be considered as "qualified." The Bidder may provide additional and supplemental information in addition to the minimum required herein to demonstrate his or her qualifications.

- B. The Bidder (Contractor) and/or the subcontractor(s)/supplier(s) providing and/or performing the work tasks outlined above must be identified in the bid. A statement of qualifications must be submitted for each of the above entities with the bid.
- C. Bidders and subcontractors outlined above shall provide at least two (2) references for which they have completed similar dam decommissioning projects, all of which may be subject to verification by the Owner's Consultant in order to help evaluate the ability of the Bidder to perform the work. All bidders shall be required to demonstrate to the satisfaction of the Owner that they have adequate financial resources, experienced personnel, and expertise to perform the work of this Contract and shall furnish such information and/or proof of these qualifications upon request.
- D. No contract will be awarded to any bidder who, as determined by the Owner, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience or who lacks the necessary capital, organization and equipment to conduct and complete the work in strict accordance with the Contract Documents.
- E. Provide the following relating to the Firm's proposed Construction Personnel:
- The name and resume of the person(s) who will manage/direct the overall course of work for the entire project and the name/resume of the person(s) who will have full-time charge of the entire course of the work conducted at the site.

F. Minimum Desired General Contractor and/or Specialty Subcontractor Qualifications

1. The firm proposing to serve as General Contractor should have a minimum of five (5) years of recent and continuous demonstrable experience as a General Contractor in construction work similar to that proposed under the Scope of Work of this Contract.
  2. The Contractor shall submit a list of all proposed sub-contractors to be involved in the conduct of any of the specialty work items listed herein above. A summary description of the Contractor's (if undertaking the work himself) or each proposed sub-contractor's qualifications for the respective specialty work items shall also be included under this item. Note the Contractor awarded the work shall submit additional and full task specific submittal packages as required in the individual specification sections prior to initiating any work at the site.
  3. The Bidder's overall project site manager should have a minimum of five (5) years' experience in a supervisory capacity with similar projects.
  4. The site superintendent for each of the specialty Subcontractors tasked to perform specialty work items as defined above should also have a minimum of five (5) years' experience in a supervisory capacity with similar projects concerning their respective specialty.
  5. The firm proposing to serve as General Contractor must list and describe below a minimum of two (2) projects completed by them (or their Sub-contractors in the case of specialty work items) within the last ten (10) years which involve elements similar to that proposed under the Scope of Work of this Contract. Project experience should demonstrate experience with the following types of construction activities:
    - a. Work on dams, specifically including breaching/removal;
    - b. Ability to execute associated water control work associated with the work of the Contract;
    - c. Demolition;
    - d. Earthwork;
    - e. Revegetation work.
- G. The Owner may make such investigations as it deems necessary to determine the ability of any bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as it may request. 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. Conditional bids will not be accepted.

The Bidder shall provide, and certify as accurate to the best of his/her knowledge, the following information about his/her experience with public or private projects of a similar nature to the Work of the Contract.

I, \_\_\_\_\_, certify the following information is, to the best of my knowledge, true and accurate.

\_\_\_\_\_  
Signature

**Note:**

- Alternative and/or additional forms containing the required information may be submitted under separate cover. Bidders are encouraged to provide such information as they deem to be useful in conveying their qualifications.

Number of years of Bidder's experience with similar projects: \_\_\_\_\_

Number of years of experience of Bidder's proposed Site  
Superintendent – supervisory experience with similar projects: \_\_\_\_\_

Name of Bidder's proposed Site Superintendent: \_\_\_\_\_

**Representative Similar Project Experience**

Bidder must list a minimum of two (2) projects for which the bidder or their specialty sub-contractor(s) were the General Contractor and which were completed in the last ten (10) years. Projects should be of a similar nature to the proposed Project and demonstrate experience with similar work, specifically related to work on dams (specifically including breaching/removal), water control, demolition, earthwork, and revegetation work. The Owner will assign priority to Contractors and Subcontractors who can demonstrate experience in (and provide references for) the completion of a minimum of two (2) projects actually involving dam removals.

**PROJECT 1**

- 1. Project Name: \_\_\_\_\_
- 2. Project Location: \_\_\_\_\_
- 3. Owner Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Contract Price: \_\_\_\_\_
- 5. Start Date: \_\_\_\_\_      6. Completion Date: \_\_\_\_\_
- 7. Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8. Contact Person and Telephone Number: \_\_\_\_\_

**PROJECT 2**

- 1. Project Name: \_\_\_\_\_
- 2. Project Location: \_\_\_\_\_
- 3. Owner Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Contract Price: \_\_\_\_\_
- 5. Start Date: \_\_\_\_\_
- 6. Completion Date: \_\_\_\_\_
- 7. Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8. Contact Person and Telephone Number: \_\_\_\_\_

**PROJECT 3**

- 1. Project Name: \_\_\_\_\_
- 2. Project Location: \_\_\_\_\_
- 3. Owner Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Contract Price: \_\_\_\_\_
- 5. Start Date: \_\_\_\_\_
- 6. Completion Date: \_\_\_\_\_
- 7. Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8. Contact Person and Telephone Number: \_\_\_\_\_

**BIDDER'S PROPOSED SCHEDULE FORM**

**Charles River Dam at South Natick  
Dam Decommissioning and River Restoration**

Bidder shall describe herein his or her proposed schedule for completing the Work of the Contract within the required Contract Period and within the required Schedule. List the expected start, finish, and duration of all major work items in the proper sequence. The Bidder may attach a separate bar chart or similar format submittal depicting the general overall work schedule.

Notice-to-Proceed: Assumed April 27, 2026

Mobilize to Site: \_\_\_\_\_

Demobilization: \_\_\_\_\_

Substantial Completion: No Later than September 11, 2026 (excluding sediment monitoring)

**BIDDER EQUIPMENT LIST**

**Charles River Dam at South Natick  
Dam Decommissioning and River Restoration**

The Bidder shall provide, and certify as accurate to the best of his/her knowledge, the following information about the equipment intended for use in constructing this project. The list shall specify the current Blue Book operating rates and standing rates (exclusive of operator) for each piece of equipment listed.

The rates listed below are for informational purposes only and shall not modify the Contractor's base bid.

I, \_\_\_\_\_, certify the following information is, to the best of my knowledge, true and accurate.

\_\_\_\_\_  
Signature

Description of Equipment	Age of Unit	Number of Units	Hourly Rate - Operating	Hourly Rate - Standing

**BIDDER'S WATER CONTROL PLAN SUMMARY**

**Charles River Dam at South Natick  
Dam Decommissioning and River Restoration**

The Bidder shall provide herein a narrative description of the means and methods which he or she intends to use to provide the control of water during the Work of this Contract. Information provided shall include any materials or systems to be used as cofferdam and/or for the bypass of flow. The Bidder shall describe how he or she will monitor flow and weather conditions for the potential for adverse conditions. Supplemental sheets may be attached as needed.

**Charles River Dam at South Natick  
Dam Decommissioning and River Restoration**

**BIDDER CHECKLIST**

It is hereby noted that submission of the items listed herein acknowledges the Bidder's receipt and inclusion of the project plans, documents, and technical specifications, including any addenda. Each Bid submitted shall include the following items:

- \_\_\_\_\_ The first page of the Bid Package shall be the first page of the Bid Form with all information completed.
- \_\_\_\_\_ The Completed and Signed Bid Form (with the appropriate box checked acknowledging Addenda).
- \_\_\_\_\_ All Signed Representations.
- \_\_\_\_\_ Signed Bidder Experience and Reference Form with references from (at least 2) projects demonstrating the Contractor's (or their subcontractor's) experience with work of a similar nature and scope to the work of this Contract including "specialty items." Provide name, telephone number and address for a Reference for each project.
- \_\_\_\_\_ A Bid Bond, Certified Check, or Bank Money Order for 5% of the Amount Bid.
- \_\_\_\_\_ A Schedule to complete the Work of the Contract.
- \_\_\_\_\_ Equipment List (provide list of equipment bidder intends to use to complete the work).
- \_\_\_\_\_ Water Control Plan Summary (provide information on proposed means to control water).
- \_\_\_\_\_ This Checklist completed and signed.
- \_\_\_\_\_ The Invitation to Bid.
- \_\_\_\_\_ The Instructions to Bidders.
- \_\_\_\_\_ The Bid Package shall be bound with a binder clip, in a three-ring binder, or similar manner which firmly binds the documents but is easily disassembled.
- \_\_\_\_\_ Write the Bidder's Name on all sheets where space is provided.
- \_\_\_\_\_ Bidder may provide supplemental information as needed.

\_\_\_\_\_  
Authorized Representative Signature

TOWN OF NATICK, MASSACHUSETTS

**SECTION 00350  
BID BOND**

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

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts \_\_\_\_\_

(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760 \_\_\_\_\_

(Address of Owner)

as OWNER in the total aggregate penal sum of

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

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of the above obligation is such that, whereas the Principal has submitted to the Town of Natick, Massachusetts a certain Bid, attached hereto and hereby made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writing, for the \_\_\_\_\_ Project in Natick, Massachusetts.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

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

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

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

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)

(SEAL)(s) By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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

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

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
Attorney-in-Fact Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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

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

If Contractor is partnership, all partners should execute Bond.

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 of Massachusetts.

00350-3

**CONTRACT FORMS**

TOWN OF NATICK, MASSACHUSETTS  
**SECTION 00500**  
**NOTICE OF AWARD**

DATED: \_\_\_\_\_

To: BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

OWNER has considered the Bid submitted by you for the above described Work in response to the Invitation for Bids dated \_\_\_\_\_ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$\_\_\_\_\_.

You shall comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. You shall deliver to OWNER one (1) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents shall bear your signature on the cover page.
2. You shall deliver with the executed Agreement, the Contract Security (Bonds - including both a fully-executed Performance Bond and a fully-executed Payment Bond - and Certificates of Insurance) as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Five (5) copies of each of the proposed Contract Documents accompany this Notice of Award.

Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

00500-1

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

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

\_\_\_\_\_  
Signature of Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_  
(Contractor)

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

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

COPY TO ENGINEER

00500-2

NATICK, MASSACHUSETTS  
**SECTION 00510**  
**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER),and

\_\_\_\_\_, having an address of \_\_\_\_\_, doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:

1.2. The Project under this Contract consists of furnishing all necessary labor, materials and equipment required for decommissioning of the **Charles River Dam at South Natick, Dam Decommissioning and River Restoration Project**.

1.3. CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1. The Project has been designed by GZA GeoEnvironmental, Inc., who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. **NO IN-WATER WORK MAY BE PERFORMED PRIOR TO JULY 16, 2026, FURTHERMORE, ALL IN-WATER WORK MUST BE COMPLETED BY AUGUST 31, 2026. THE DATE OF SUBSTANTIAL COMPLETION SHALL BE NO LATER THAN SEPTEMBER 11, 2026. POST-CONSTRUCTION SEDIMENT MONITORING SHALL CONTINUE UNTIL 1 YEAR FOLLOWING THE COMPLETION OF IN-WATER WORK.**

00510-1

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages the sum of one thousand (\$1,000.00) per day for each calendar day beyond August 31, 2026 that in-water work is not completed and eight hundred (\$800.00) per day for each calendar day beyond September 11, 2026, for which all work included in the Contract Documents is not substantially completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment. Final Completion date specified in paragraph 3.1 of this section for completion and readiness for final payment.

#### ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, the OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Bid is attached to this Agreement as an exhibit.

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

As permitted by law, specific items of this Contract may be eliminated, or reduced in quantity to keep within the limits of available funding, at the OWNER'S option.

#### ARTICLE 5. PAYMENT PROCEDURES

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

#### ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

## ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5. Exhibits to this Agreement
- 8.6. General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9. Notice of Award
- 8.10 Notice to Proceed
- 8.11 Specifications contained in Divisions 1 and 2 as listed in table of contents
- 8.12 Construction Drawings.
- 8.13 Addenda numbers \_\_\_ to \_\_\_, inclusive.
- 8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

## ARTICLE 9. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the CONTRACTOR of its obligations under this Contract, or the act or omission of the CONTRACTOR, its Subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the CONTRACTOR under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

## ARTICLE 10: INSURANCE

10.1. The CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.

10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

“Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days written notice to the certificate holder named to the left”.

10.3. The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker’s compensation.

## ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

11.2. This Agreement shall be binding upon the OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

11.4. This Agreement may be amended only by a written instrument signed by the parties.

11.5. This Agreement shall be governed by and construed in accordance with the Massachusetts law, without respect to choice of law principles.

11.6. The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.

11.7. This Agreement shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.

11.8. The CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. The CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.

11.9. The CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11.10. The CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the CONTRACTOR'S work.

11.11. The Town of Natick may defer payment to the CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to it from his noncompliance.

11.12. No payment by the Town of Natick to the CONTRACTOR shall be deemed to be a waiver of any right of the Town of Natick under this Contract or ratification by the Town of Natick any breach hereof by him.

11.13. The CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the town of Natick and the CONTRACTOR and its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

11.14. If any assignment shall be made by the CONTRACTOR or by any guarantor of the CONTRACTOR for the benefit of creditors, or if a petition is filed by the CONTRACTOR or by any guarantor of the CONTRACTOR for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the

provisions of the Bankruptcy Act is filed against the CONTRACTOR and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the CONTRACTOR.

11.15. The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.

11.16. The Owner may terminate this Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

11.17. In the event of termination, the CONTRACTOR shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and the Comptroller.

OWNER:  
Town of Natick, Massachusetts

CONTRACTOR:  
\_\_\_\_\_  
Printed Name of CONTRACTOR

\_\_\_\_\_  
James Errickson  
Town Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
CORPORATE SEAL

\_\_\_\_\_

\_\_\_\_\_  
Attest

Owner Address for giving notices:

Contractor Address for giving notices:

Natick Town Hall

13 East Central Street

Natick, MA 01760

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CERTIFICATE OF APPROPRIATION

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Agreement is available therefore, and that the Natick Town Administrator is authorized to execute this Agreement and to approve all requisitions and execute change orders.

---

Michelle L. Laramée  
Comptroller, Town of Natick

Date

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

---

Karis L. North, Esq.  
Office of the Town Counsel

Date

CERTIFICATE OF CORPORATE AUTHORIZATION

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, a \_\_\_\_\_ corporation organized pursuant to \_\_\_\_\_ state law, which maintains its principal office at \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of \_\_\_\_\_ (the "Corporation") duly held on \_\_\_\_\_, \_\_\_\_\_, at which  
**(Date must be earlier than Agreement)**

A quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That \_\_\_\_\_ be and hereby is  
**(Name of Officer authorized to sign for Corporation)**

authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation, with the Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East Central Street, Natick, MA 01760; the execution of any such contract, lease, bond or obligation by such \_\_\_\_\_ to be valid and binding  
**(Name of Officer)**

upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Natick.

I further certify that \_\_\_\_\_  
**(Name of Officer)**

is duly elected \_\_\_\_\_ of said Corporation.  
**(Title)**

Signed: \_\_\_\_\_

**Printed Name:**

**Printed Title:**       **(Clerk- Secretary)**

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

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

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: \_\_\_\_\_  
**(Name and Title of Officer)**

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

*In the event that the clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.*

NATICK, MASSACHUSETTS

Contractor's Certification

Name of Project \_\_\_\_\_

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ certifies that

1. it intends to use the following listed construction trades in the work under the contract  
\_\_\_\_\_ ; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

NATICK, MASSACHUSETTS

Subcontractor's Certification

Name of Project \_\_\_\_\_

Prior to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute and submit to the contractor the following certification, which is deemed a part of the resulting contract:

\_\_\_\_\_ certifies that

1. it intends to use the following listed construction trades in the work under the contract  
\_\_\_\_\_ ; and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

\_\_\_\_\_  
(Signature of authorized representative of Subcontractor)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

In order to ensure that the said Subcontractor's certification becomes a part of all subcontracts under the contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

TOWN OF NATICK, MASSACHUSETTS

**SECTION 00520  
NOTICE TO PROCEED**

Dated \_\_\_\_\_, 20\_\_.

To: \_\_\_\_\_  
(Contractor)

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

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_,  
on or before \_\_\_\_\_, 2026.

NO IN-WATER WORK MAY BE PERFORMED PRIOR TO JULY 16, 2026, FURTHERMORE, ALL IN-WATER  
WORK MUST BE COMPLETED BY AUGUST 31, 2026. THE DATE OF SUBSTANTIAL COMPLETION SHALL BE  
NO LATER THAN SEPTEMBER 11, 2026. POST-CONSTRUCTION SEDIMENT MONITORING SHALL CONTINUE  
UNTIL 1 YEAR FOLLOWING THE COMPLETION OF IN-WATER WORK.

OWNER: Town of Natick,

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

00520-1

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

00520-2

TOWN OF NATICK, MASSACHUSETTS

**SECTION 00610  
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

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

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

\_\_\_\_\_  
(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of \_\_\_\_\_

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

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, a copy of which is hereto attached and made a part hereof for Contract regarding the decommissioning of the Charles River Dam in South Natick, Massachusetts.

**00610-1**

**Charles River Dam at South Natick  
Dam Decommissioning and River Restoration Project**

**January 2026**

Now, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if the Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner is the only beneficiary hereunder.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

00610-2

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)

(SEAL)(s)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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

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

ATTEST:

By \_\_\_\_\_  
(Witness as to Surety) Attorney-in-Fact Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond. 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.

00610-3

TOWN OF NATICK, MASSACHUSETTS

**SECTION 00620  
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

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

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

\_\_\_\_\_  
(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_

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

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

00620-1

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, a copy of which is hereto attached and made a part hereof for Contract regarding the decommissioning of the Charles River Dam in South Natick, Massachusetts.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in prosecution of the Work provided for in such Contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and for all labor cost incurred in such Work including that by a Subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct contract with the Principal or its Subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice to the terms of this contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) 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 sixty-five (65) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials 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 aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration date of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in the 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.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended.

The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

00620-2

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

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this

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

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)

(SEAL)(s)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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

(Surety)

ATTEST:

By \_\_\_\_\_  
(Witness as to Surety) Attorney-in-Fact Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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

00620-3

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond. 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.

**00620-4**

**Charles River Dam at South Natick  
Dam Decommissioning and River Restoration Project**

**January 2026**

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



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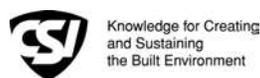
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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

**NOTE:**

**Highlighted text** (*Substantial Completion*) indicates the paragraph has been amended.

**Stricken text** indicates the paragraph has been deleted or superseded.

**→** Indicates a paragraph(s) has/have been inserted.

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

---

#### 1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

~~5. *Bid* The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.~~

~~6. *Bidder* The individual or entity who submits a Bid directly to Owner.~~

~~7. *Bidding Documents* The Bidding Requirements and the proposed Contract Documents (including all Addenda).~~

~~8. *Bidding Requirements* The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.~~

~~9. *Change Order* A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.~~

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

~~12. *Contract Documents* Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.~~

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

~~22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.~~

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

~~24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.~~

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

~~29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.~~

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

~~45. *Substantial Completion* The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.~~

~~46. *Successful Bidder* The Bidder submitting a responsive Bid to whom Owner makes an award.~~

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

~~52. *Work Change Directive* A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times~~

~~but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.~~



## 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

### B. *Intent of Certain Terms or Adjectives*

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

### C. *Day*

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

### D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

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2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

~~B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.~~

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

→ 3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

→ 3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

### 4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

~~B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

~~A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:~~

~~1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or~~

~~2. is of such a nature as to require a change in the Contract Documents; or~~

~~3. differs materially from that shown or indicated in the Contract Documents; or~~

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

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

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

#### ~~C. *Possible Price and Times Adjustments*~~

~~1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:~~

~~a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and~~

~~b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.~~

~~2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:~~

~~a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or~~

~~b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or~~

~~e. Contractor failed to give the written notice as required by Paragraph 4.03.A.~~

~~3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.~~

#### 4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### *B. Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. ~~If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.~~

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

**A. Reports and Drawings:** Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

~~G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 Performance, Payment, and Other Bonds

~~A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified~~

~~in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.~~

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### 5.02 *Licensed Sureties and Insurers*

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

#### 5.03 *Certificates of Insurance*

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

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

#### 5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;



3. include completed operations insurance;
4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

- a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

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

#### 5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

~~B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.~~

~~C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.~~

~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any~~

~~deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

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

#### 5.07 *Waiver of Rights*

~~A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.~~

~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~

~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~

~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.~~

#### 5.08 *Receipt and Application of Insurance Proceeds*

~~A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.~~

~~B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

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

~~A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract~~

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

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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### 6.01 *Supervision and Superintendence*

~~A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.~~

~~B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or~~

~~received from the superintendent shall be binding on Contractor.~~

### 6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### 6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

~~A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below:~~

~~1. "Or Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:~~

~~a. in the exercise of reasonable judgment Engineer determines that:~~

~~1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;~~

~~2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;~~

~~3) it has a proven record of performance and availability of responsive service; and~~

~~b. Contractor certifies that, if approved and incorporated into the Work:~~

~~1) there will be no increase in cost to the Owner or increase in Contract Times, and~~

~~2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.~~

#### 2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

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

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

**C. Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**D. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**E. Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**F. Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

~~B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.~~

#### 6.08 *Permits*

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

#### 6.09 *Laws and Regulations*

~~A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.~~

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

~~A. Limitation on Use of Site and Other Areas~~

~~1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.~~

~~2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.~~

~~3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.~~

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

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 Record Documents

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

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

~~C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-~~

~~ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).~~

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

#### 6.17 *Shop Drawings and Samples*

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

##### 1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

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

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

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

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

##### C. Submittal Procedures

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

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

#### D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### E. Resubmittal Procedures

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

#### 6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### 6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

#### 6.20 Indemnification

~~A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or~~

~~arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~

~~B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

~~C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:~~

- ~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~
- ~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

#### 6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 - OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. ~~If such other work is not noted in the Contract Documents, then:~~

~~1. written notice thereof will be given to Contractor prior to starting any such other work; and~~

~~2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.~~

~~B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and~~

~~properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.~~

~~C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.~~

#### ~~7.02 Coordination~~

~~A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:~~

- ~~1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;~~
- ~~2. the specific matters to be covered by such authority and responsibility will be itemized; and~~
- ~~3. the extent of such authority and responsibilities will be provided.~~

~~B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.~~

#### ~~7.03 Legal Relationships~~

~~A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.~~

~~B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.~~

~~C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.~~

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 8.01 *Communications to Contractor*

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

### 8.02 *Replacement of Engineer*

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

### 8.03 *Furnish Data*

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

### 8.04 *Pay When Due*

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

### 8.05 *Lands and Easements; Reports and Tests*

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

### 8.06 *Insurance*

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

### 8.07 *Change Orders*

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

### 8.08 *Inspections, Tests, and Approvals*

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

## 8.09 *Limitations on Owner's Responsibilities*

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

## 8.10 *Undisclosed Hazardous Environmental Condition*

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

## 8.11 *Evidence of Financial Arrangements*

~~A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.~~

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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### 9.01 *Owner's Representative*

~~A. Engineer will be Owner's representative during the construction period.~~ The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

### 9.02 *Visits to Site*

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

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

### 9.03 *Project Representative*

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

### 9.04 *Authorized Variations in Work*

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

### 9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

~~A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question~~

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

~~10.01 *Authorized Changes in the Work*~~

~~A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall~~

~~promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).~~

~~B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.~~

#### ~~10.02 Unauthorized Changes in the Work~~

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

#### ~~10.03 Execution of Change Orders~~

~~A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:~~

~~1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;~~

~~2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and~~

~~3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

#### ~~10.04 Notification to Surety~~

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

#### ~~10.05 Claims~~

~~A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.~~

~~B. Notice: Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).~~

~~C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:~~

~~1. deny the Claim in whole or in part,~~

~~2. approve the Claim, or~~

~~3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.~~

~~D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.~~

~~E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.~~

~~F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.~~

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

→ 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

~~c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by  insurance  or  otherwise,  sustained  by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established  in  accordance  with  Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

~~h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall

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

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

## 11.02 Allowances

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

### B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

### C. Contingency Allowance

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

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

## 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

~~a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;~~

~~b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~

~~c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

### 12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

~~B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.~~

### 12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

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### 13.01 Notice of Defects

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

### 13.02 Access to Work

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

### 13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

~~B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~

~~1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;~~

~~2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and~~

~~3. as otherwise specifically provided in the Contract Documents.~~

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

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

#### 13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

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

#### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

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

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.



### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

#### 14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 14.02 *Progress Payments*

##### *A. Applications for Payments*

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

~~2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~

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

##### *B. Review of Applications*

~~1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.~~

~~2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:~~

~~a. the Work has progressed to the point indicated;~~

~~b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and~~

~~e. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.~~

~~3. By recommending any such payment Engineer will not thereby be deemed to have represented that:~~

~~a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or~~

~~b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.~~

~~4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:~~

~~a. to supervise, direct, or control the Work, or~~

~~b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or~~

~~c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or~~

~~d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or~~

~~e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.~~

~~5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent~~

~~inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:~~

~~a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;~~

~~b. the Contract Price has been reduced by Change Orders;~~

~~c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or~~

~~d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.~~

#### ~~C. Payment Becomes Due~~

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

#### ~~D. Reduction in Payment~~

~~1. Owner may refuse to make payment of the full amount recommended by Engineer because:~~

~~a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;~~

~~b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;~~

~~c. there are other items entitling Owner to a set-off against the amount recommended; or~~

~~d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.e or Paragraph 15.02.A.~~

~~2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.~~

~~3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.~~

#### 14.03 Contractor's Warranty of Title

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

#### 14.04 Substantial Completion

~~A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.~~

~~B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.~~

~~C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.~~

~~D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial~~

~~Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.~~

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

#### 14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### ~~14.07 *Final Payment*~~

##### ~~A. *Application for Payment*~~

~~1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.~~

~~2. The final Application for Payment shall be accompanied (except as previously delivered) by:~~

~~a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;~~

~~b. consent of the surety, if any, to final payment;~~

~~c. a list of all Claims against Owner that Contractor believes are unsettled; and~~

~~d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.~~

~~3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.~~

##### ~~B. *Engineer's Review of Application and Acceptance*~~

~~1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations~~

~~under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.~~

#### C. Payment Becomes Due

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

#### 14.08 *Final Completion Delayed*

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

#### 14.09 *Waiver of Claims*

~~A. The making and acceptance of final payment will constitute:~~

~~1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and~~

~~2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance~~

~~with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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### 15.01 *Owner May Suspend Work*

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

### 15.02 *Owner May Terminate for Cause*

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

~~1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);~~

~~2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;~~

~~3. Contractor's disregard of the authority of Engineer; or~~

~~4. Contractor's violation in any substantial way of any provisions of the Contract Documents.~~

~~B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:~~

~~1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);~~

~~2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and~~

~~3. complete the Work as Owner may deem expedient.~~

~~C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.~~

~~D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

~~E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.~~

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

### ~~15.03 Owner May Terminate For Convenience~~

~~A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):~~

~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;~~

~~3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and~~

~~4. reasonable expenses directly attributable to termination.~~

~~B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.~~

### ~~15.04 Contractor May Stop Work or Terminate~~

~~A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.~~

~~B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.~~

## ARTICLE 16 - DISPUTE RESOLUTION

### ~~16.01 Methods and Procedures~~

~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be~~

~~governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~

~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~

~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~

~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or~~

~~2. agrees with the other party to submit the Claim to another dispute resolution process, or~~

~~3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.~~

## ARTICLE 17 - MISCELLANEOUS

### 17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 Computation of Times

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

### 17.03 Cumulative Remedies

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

### 17.04 Survival of Obligations

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

### 17.05 Controlling Law

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

### 17.06 Headings

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

TOWN OF NATICK, MASSACHUSETTS  
**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS**

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**SECTION 00800  
SUPPLEMENTARY CONDITIONS**

Part I AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2002 Edition)(the General Conditions) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Paragraphs or subparagraphs as noted below are required by or are intended to be consistent with the requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents. In case of conflict between the asterisked provisions and other provisions of the Contract Documents, the asterisked provisions shall govern. In case of conflict between the provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "Awarding Authority" appears in any asterisked provision, it shall mean the Owner.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

Delete the definition of 5. Bid in its entirety and insert in its place the following:

"Bid shall mean the price submission by the individual, partnership, corporation, or other entity setting forth the monetary amount of the total contract, together with any unit prices requested, on a form prescribed by the Owner, pursuant to M.G.L. c. 149, §§44A et seq.."

Delete the definition of 6. Bidder in its entirety and insert in its place the following:

"Bidder shall mean the individual, partnership, corporation, or other entity who submits a Bid pursuant to an Invitation for Bids by the Owner."

Delete the definition of 7. Bidding Documents in its entirety and insert in its place the following:

"Bidding documents shall mean any and all documents issued by the Owner in requesting Bids pursuant to M.G.L. c.149, §§44A et seq., which shall include, but shall not be limited to, the Invitation for Bids, the Information for Bidders, Bid Bond (if any), Performance Bond, Payment Bond, Contract, General Conditions of the Contract, Supplementary General Conditions of the Contract, Supplier Diversity Office (SDO) Forms (if applicable), Minimum Prevailing Wage Rates (as applicable), and other additional information provided

to potential Bidders by the Owner.”

Delete the definition of 8. Bidding Requirements in its entirety and insert in its place the following:

“Bidding requirements shall mean any and all requirements contained in any portion of the Bidding Documents issued by the Owner.”

Delete the definition of 9. Change Order in its entirety and insert in its place the following:

“Change Order shall mean a written order to the Contract signed to show the recommendation of the Project Manager, if any, the approval of the Engineer and the authorization of the Owner, executed with the same formality as the Contract, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor’s Contract therewith, including the adjustment in the Contract Sum or the Contract Time.

A Change Order request may originate with the Owner, the Engineer, if any, or the Contractor and shall be submitted to the Owner. The Change Order request shall be made in writing and in accordance with the provisions of the Contract and applicable procedures of the Owner. The term equitable adjustment, as used in this paragraph, shall include all adjustments to the Contract Price or to the Time to which the Contractor is entitled, pursuant to M.G.L. c.30, Sections 39N and 39O. Such equitable adjustment shall be made in accordance with the provisions of this Article.

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

- a. the plans and specifications
- b. in the method or manner or performance of the work; and/or
- c. in the schedule for performance of the work.”

In the definition of 11. Contract, insert the following sentence at the end:

“The word “Agreement” in the Bidding Requirements or Contract Documents shall mean the same as the word Contract.”

Delete the definition of 12. Contract Documents and insert in its place the following:

“Contract documents are those documents enumerated in the written Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions of the Contract, other Conditions of the Contract, Drawings, Specifications, Addenda issued prior to the execution of the contract, other documents listed in the Agreement, and modifications issued after the execution of the Contract. A modification is a written

amendment signed by both parties to the Agreement, a Change Order, a Work Change Directive, or a minor written change in the Work Ordered by the Engineer (Field Order).”

Delete the definition of 22. Hazardous Environmental Condition and insert in its place the following:

“Hazardous Environmental Condition is the presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material or other material in such quantities or circumstances that may present a substantial or notable danger or harm to persons or property exposed thereto in connection with the Work.”

Delete the definition of 24. Laws and Regulations; Laws or Regulations and insert in its place the following:

“Laws and Regulations shall mean all Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of the Contract and any extension or renewal thereof, with which the Contractor shall be required to comply. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. The Contract shall be considered to include in their entirety all terms respecting workers’ compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.”

Delete the definition of 29. Owner and insert in its place the following:

“Owner, sometimes referred to as Town or Awarding Authority, is the Town of Natick, a body corporate and politic located in Natick, Middlesex County, Massachusetts. The Owner and its authorized representatives, as well as Engineer and Owner’s Project Manager, if any, shall at all times have access to and be permitted to observe and review all Work, materials, payrolls, records of personnel, conditions of employment, invoices for materials, and generally all records relating to the Work. No member, officer, agent, employee, representative or official of the Owner shall in any way, directly or indirectly, be personally liable, under any provisions of the Contract.”

In the definition of 36. Related Entity, insert “board, commission, committee or member thereof” between “employee” and “agent”.

Delete the definition of 45. Substantial Completion in its entirety and insert in its place the following definition:

"45. 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 (1) percent of the then adjusted total Contract Price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required

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by the Contract."

Delete the definition of 46. Successful Bidder in its entirety and insert in its place the following:

"Successful bidder shall mean the lowest responsible and eligible bidder, as defined in M.G.L. c. 149, §§44A et seq., on the basis of competitive bids publicly opened and read by the Awarding Authority forthwith upon expiration of the time for the filing thereof; provided, however, that the Awarding Authority may reject any and all bids, if it is in the public interest to do so."

Add the following to the definition of 51. Work:

"All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract. All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents. Where codes, regulations, standards, requirements, and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated. Where no explicit quality or standards for workmanship are established for Work, such Work is to be of good quality and consistent with the quality required by the Contract Documents. The Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. The Owner and Engineer assume no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The Contractor shall make all necessary arrangements to reconcile any such jurisdictional conflicts without delay, damage or cost to the Owner, unless otherwise agreed by the parties hereto."

Delete the definition of 52. Work Change Directive in its entirety and insert in its place the following:

"Work Change Directive shall mean a written order prepared by the Engineer and signed off on by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Times, or both. The Owner may, by Work Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions, the Contract Price and Contract Times being adjusted accordingly."

Add the definition of "Complete and/or Completion" after paragraph 52, which is to read as follows:

"53. Complete and/or Completion - Whenever the word "Complete and/or Completion" is utilized in the Contract in reference to work completed when referring to the completion date of the contract and the assessment of liquidated damages, it shall be understood to mean that all work on the project is completed, the facilities are fully operational, the data required to closeout the project has been submitted and

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approved, and incidental items included in the closeout punch list have been completed to the Owner's satisfaction".

## ARTICLE 2 PRELIMINARY MATTERS

SC-2.01-B Delete paragraph 2.01-B of the General Conditions in its entirety.

SC-2.03-A Delete the last sentence of paragraph 2.03-A.

## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 The last clause in paragraph 3.01-B of the General Conditions shall read:

“shall be provided by the Contractor, at no additional cost to the Owner, whether or not specifically called for”.

SC-3.01-D Add a new section 3.01-D to the General Conditions as follows:

“In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments
Second Priority:	Contract
Third Priority:	Addenda--later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Division 1, General Requirements
Seventh Priority:	Technical Specifications
Eighth Priority:	Drawings, with larger scale to take precedence
Ninth Priority:	Invitation to Bid, Instruction to Bidders, The Contractor's General Bid.

Notwithstanding the order of priority of documents set forth in Subparagraph 3.01-D, any matters contained in the Specifications which have been omitted from the Drawings or vice versa shall be construed as though contained in both. In the event of any duplication, conflict, or discrepancy between the Drawings and the Specifications or between other contract clauses, so far as the same pertains to the Drawings, the Specifications or any modifications to the Drawings or the Specifications, the matter shall be promptly brought to the attention of the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk. Any instructions of the Engineer shall be given in writing.”

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SC-3.02 Insert a new paragraph SC-3.02-A.3 in the General Conditions as follows:

“Paragraphs or subparagraphs herein are intended to be consistent with the requirements of Massachusetts statutes governing public building construction contracts in the Commonwealth. Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents.”

SC-3.03 Insert the following language at the beginning of the second sentence in paragraph 3.03-A.2 of the General Conditions:

“In the event that such a conflict, error, ambiguity or discrepancy actually exists which requires an amendment or supplement to the Contract Documents,”.

SC-3.04 Insert a new paragraph 3.04-C in the General Conditions as follows:

No officer, official, agent or employee of the Town of Natick shall have the power to amend, modify or alter the Contract or waive any of its provisions or to bind the Town of Natick by making any promise or representation not contained herein except by an amendment, in writing, executed by the Owner in the same manner as the Contract is executed. Neither party may rely on any conduct, statement, action, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended the Contract. Neither party shall be construed as waiving any provision of the Contract unless the waiver is executed in writing as an amendment to the Contract. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

Information or services required of the Owner hereunder shall be furnished by the Owner with reasonable promptness and in accordance with M.G.L. c.30, §39P, as applicable, after receipt from the Contractor of a reasonably detailed written request for such information or services. Reference is made to General Laws Chapter 30, Section 39P, the provisions of which are incorporated herein.”

SC-3.05 In paragraph 3.05-A.2 of the General Conditions, in the third line, insert “prior” between “without” and “written” and in the fourth line, insert “prior” between “specific” and “written”.

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

SC 4.01 Insert the following language at the end of the third sentence of paragraph 4.01-A of the General Conditions “, which easements are required under the circumstances”.

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SC-4.01-C Add the following language to the last sentence in paragraph 4.01-C of the General Conditions:  
", at his own expense and without liability to the Owner"

SC-4.01-B Delete paragraph 4.01-B of the General Conditions in its entirety.

SC-4.03 Delete paragraph 4.03 A, B and C of the General Conditions in their entirety and insert in its place the following language:

“(Statutory reference: M.G.L. c.30 §39N)

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Awarding 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 Awarding Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Awarding Authority shall make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

If the Contractor claims that any acts or omissions of the Owner or the Engineer, including any instructions or orders, whether oral, written, by Drawings, or otherwise, involve extra cost or time, and the Contractor has not received a written acknowledgment by the Owner or Engineer that extra payment will be made or time extended on account thereof, the Contractor shall promptly so notify the Engineer in writing of such Claim and shall not proceed with the Work relating to such Claim until the Contractor has received a further written order to proceed in accordance with this Agreement. No Claim by the Contractor on account of such acts, omissions, instructions or orders shall be valid unless the Contractor has so notified the Engineer in writing, before proceeding, and has received the further written order to proceed.

The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the Engineer with such documentation relating thereto as the Engineer may reasonably require. Estimates of the extension of time shall be accompanied by a schedule showing how the Critical Path has been affected.”

SC 4.04 Insert the following sentence just prior to the last sentence of paragraph 4.04-A of the General Conditions:

“The locations of existing underground facilities shown on the Contract Drawings are approximate only, and are included to indicate that the underground facilities are present, and it shall be the Contractor’s responsibility to make arrangements with all utility companies for field locations. The Contractor shall also contact "Dig Safe" and other appropriate departments, agencies and companies to insure that all underground facilities are located prior to excavation, regardless of the fact that they may or may not be shown on the Contract Drawings”.

SC-4.04-B.2 Delete the final sentence of paragraph 4.04-B.2 of the General Conditions.

SC-4.06 Insert the following sentence after paragraph 4.06-A of the General Conditions:

“The following reports and drawings relating to a Hazardous Environmental Condition identified at the site have been utilized by the Engineer in the preparation of the Contract Documents.

- None”

SC-4.06-C Insert the following sentence at the end of paragraph 4.06-C of the General Conditions:

“Nothing in the Contract Documents shall limit the responsibility of the Contractor for any Hazardous Environmental Condition which is caused by the Contractor or by any of its officers, employees, boards, commissions, committees, agents or representatives.”

SC-4.06-D Insert the following sentences at the end of paragraph 4.06-D of the General Conditions:

“In that event Contractor and its officers, employees, agents and representatives shall have no authority to handle, transport, remove or dispose of any materials the presence of which at the site constitutes a Hazardous Environmental Condition. In any event Contractor shall be liable for its negligence or willful misconduct.”

SC-4.06-G Delete paragraph 4.06-G of the General Conditions.

## ARTICLE 5 BONDS AND INSURANCE

SC-5.01 Delete paragraph 5.01-A of the General Conditions in its entirety and insert in its place the following:

“As required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Performance Bond, acceptable to the Town of Natick, as security for the faithful performance of its obligations under the Contract. Said Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws

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of the Commonwealth of Massachusetts and approved by the Owner. Said Performance Bond shall obligate the Contractor, its surety, and their successors and assigns for all of the work required to be performed by the Contractor under the Contract. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.

As also required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Payment Bond, acceptable to the Town of Natick, as security for the faithful payment of its obligations under the Contract. Said Payment Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner. Said Payment Bond shall obligate the Contractor, its surety, and their successors and assigns to pay for labor, materials and equipment furnished for use regarding the work to be performed by the Contractor under the Contract. Said Payment Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.”

SC-5.04            Insert the following language at the end of paragraph 5.04-B.1 of the General Conditions:

“Notwithstanding any other provision of the Contract Documents, the Contractor shall provide to the Owner, with its proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form, which indicate that the Town of Natick and the Engineer are named as an additional insured on each such policy.”

SC-5.04            Add the following language after paragraph 5.04.B-5 of the General Conditions:

“Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

The above policies will not be cancelled or materially amended before the expiration date thereof, until at least thirty (30) calendar days prior written notice has been given to the certificate holders and the named insured and the Owner.”

SC-5.04            Add the following paragraphs at the end of paragraph 5.04-B.2 of the General Conditions:

"5.04-B-2.a        “The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required. The Contractor shall also ensure that any and all Subcontractors and sub-subcontractors provide insurance in the following limits and that the Town of Natick is named as an additional insured and meet the following requirements.

A 1 Commercial General Liability including but not limited to:

1. Premises/Operations
2. Products/Completed Operations
3. Contractual
4. Independent Contractors
5. Broad Form Property Damage
6. Personal Injury
7. Medical Expense
8. Underground Explosion and Collapse Hazard (XCU)

A 2 Limits for Commercial General Liability at a minimum shall be:

1. General Liability
  - General Aggregate \$2,000,000.
  - Each Occurrence \$1,000,000.
2. Products/Completed Operations \$2,000,000.
3. Personal Injury \$1,000,000.
4. Medical Expense \$ 5,000.

B 1 Automotive Liability including but not limited to:

1. Scheduled Autos
2. Hired Autos
3. Non Owned Autos

B 2 Limit for Automotive Liability at a minimum shall be:

1. Combined Single Limit \$1,000,000.

C 1 Worker's Compensation and Employer's Liability

C 2 Limits for Worker's Compensation and Employer's Liability at a minimum shall be:

1. Worker's Compensation
  - Statutory Amount
2. Employer's Liability
  - Each Accident \$1,000,000.
  - Disease Policy Limit \$1,000,000.
  - Disease Each Employee \$1,000,000.

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D-1 Provide Excess Umbrella for Liability Coverage. Use of Umbrella to meet other insurance limits will not be accepted. Limits for liability at a minimum shall be:

1. Each Occurrence \$5,000,000
2. General Aggregate \$5,000,000

Excess Liability Insurance, Umbrella Form shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

E-1 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

F-1 The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required. The Contractor shall also ensure that any and all Subcontractors and sub-subcontractors provide insurance in the following limits and that the Town of Natick is named as an additional insured and meet the following requirements.

No insurance shall be obtained from an insurer which:

- a. is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- b. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better."

G-1 The Contractor shall make no claims against the Town of Natick or its officers for any injury to any officers or employees or for damage to its equipment arising out of work contemplated by the Contract."

SC 5.05 Delete paragraph 5.05 of the General Conditions in its entirety, and insert the following paragraphs in its place:

"5.05-A Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, with the Owner and Engineer only as named insured. This insurance shall provide coverage for not less than the following amounts:

1. General Aggregate \$3,000,000.
2. Each Occurrence \$1,000,000.

5.05-A.1. A rider on the Contractor's Liability Insurance will not be acceptable."

5.05.-A.2 The provisions of paragraph 5.04-B.2.aE-1 and 5.04B-2.aF-1 of the General Conditions are incorporated herein by reference.

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SC 5.06 Delete paragraph 5.06-A of the General Conditions in its entirety and insert the following paragraph in its place:

"5.06-A. For projects that includes work within existing structures or buildings, the Contractor shall be required to provide Installation Floater coverage in the full amount of the work being performed, and for projects that include construction of a new structure or building, the Contractor shall provide Builder's All Risk coverage in the full value of the structure and contents. This insurance shall:"

SC-5.06-A.1 Add the following sentence to the end of paragraph 5.06-A.1 of the General Conditions, as follows:

"The additional insured for this project shall be the Owner and Engineer."

SC-5.06 Delete paragraphs 5.06-B, C, D, E of the General Conditions in their entirety.

SC 5.07Delete paragraphs 5.07-A and 5.07-B and 5.07-C of the General Conditions in their entirety, and insert the following paragraphs in their place:

"5.07 The Contractor shall waive all rights against the Owner for all losses and damages caused by any perils covered by the policies of insurance provided in response to paragraph SC 5.06 of the Supplementary Conditions and any other property insurance applicable to the Work, and also waive such rights against the Subcontractors, Engineer, Engineer's consultant and all other parties named as insured in such policies for loss and damages so caused.

5.07.1 As required by paragraph 6.06-G of the General Conditions each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds.

5.07.2 All such policies provided in response to paragraph 5.06 of the General Conditions, as amended in SC 5.06 of the Supplementary Conditions shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights or recovery against the Owner, Engineer or Engineer's consultant."

SC 5.08Delete paragraph 5.08-A and 5.08-B of the General Conditions in their entirety.

SC 5.09Delete paragraph 5.09 of the General Conditions in its entirety and insert the following paragraph in its place:

"5.09 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraph 5.02 thru 5.06 on the General Conditions, as amended by SC 5.04 thru SC 5.06 of the Supplementary Conditions, on the basis of its not complying with the Contract Documents. Owner will notify Contractor in writing thereof within fourteen (14)

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calendar days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01-B. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

#### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.01-A and 6.01-B Delete paragraphs 6.01A and 6.01B of the General Conditions and insert in their place the following:

"The Contractor shall employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site full time and at all times during the progress of the Work until the date of Substantial Completion, and for such additional time thereafter as the Engineer may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested to do so in writing by the Owner or by the Engineer on behalf of the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner, at no increase in the Contract Sum or Contract Time.

The Contractor shall not replace such superintendent without the prior written approval of the Engineer.

The Contractor shall retain a competent engineer or surveyor who shall establish sufficient lines and grades for the Work.

The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the storage of materials.

The Contractor shall arrange for and attend job meetings with the Engineer and such other persons as the Engineer and the Owner may from time to time wish to have present. The Contractor shall be represented by a principal, or project manager, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Engineer. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

The Contractor warrants that its financial condition is sound and that the Contractor shall be capable of obtaining any bonds required by the Contract Documents. The Contractor shall promptly advise the Owner of any occurrence, event, fact, or other matter that has had or will have a materially adverse effect upon the financial condition of the Contractor.

The Contractor hereby represents and warrants to the Owner that the Contractor is a business entity which is experienced and skilled in the construction of projects of the type described in the Contract Documents, is

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licensed to engage in the general construction business in the Commonwealth of Massachusetts, and is in compliance with all applicable governmental laws and regulations and all case law relative thereto.

Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner, the Engineer and the Contractor and shall at once report to the Engineer any error, inconsistency or omission the Contractor may discover. Any necessary change shall be ordered as provided in the Contract Documents. If the Contractor proceeds with the Work without such notice to the Engineer, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such errors, inconsistencies or omissions the Contractor shall bear all costs arising therefrom."

SC-6.02-B In paragraph 6.02-B of the General Conditions, in the seventh line, insert "prior" between "Owner's" and "written".

SC-6.05-A Delete paragraph 6.05-A of the General Conditions, in its entirety and insert in its place the following:

"Specifications for such contracts, and specifications 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 therefor, 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, in the opinion of the awarding authority: (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." Statutory reference M.G.L. c. 30, §39M(b)

SC-6.05-A.2.d.2) and 3) In paragraphs 6.05-A.2.d.2) and 3) of the General Conditions, delete the first word "will" and insert in its place the word "shall".

SC-6.05-B In paragraph 6.05-B of the General Conditions, in the sixth line, insert "in advance, in writing," between "approved" and "by".

SC 6.05-F Add the following language to the end of paragraph 6.05-F of the General Conditions.

"Contractor shall submit to the Engineer for review, drawings to scale, showing the effect this substitute will

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have upon the adjoining materials, piping, equipment, etc., at no additional cost to the Owner."

SC-6.06-B Add the following to the end of paragraph 6.06-B of the General Conditions:

"The Contractor shall be required to submit to the Owner a list of Subcontractors it intends to use at a certain date to be specified by the Owner. The Contractor shall not use any Subcontractor to which the Owner objects and to which the Owner provides written notice of such objection to the Contractor."

SC-6.06-C.2 In paragraph 6.06-C.2 of the General Conditions, in the first line, delete the words "anything in the Contract Documents".

SC 6.07-B Delete paragraph 6.07-B of the General Conditions in its entirety and insert in its place the following:

"To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and the Engineer and all of their officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the Contractor's or subcontractors' infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor's or subcontractors' incorporation of, any invention, design, product or device not specified in the Contract Documents.

Neither the Town of Natick, nor the Engineer, nor any of their officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the Contractor's or a subcontractor's infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor's or a subcontractor's incorporation of, any invention, design, product or device not specified in the Contract Documents.

Nothing herein shall modify the Contractor's general indemnification obligations, as set forth in this Agreement."

SC 6.08 Delete paragraph 6.08 of the General Conditions in its entirety and insert in its place the following:

"It is the specific responsibility of the Contractor to make, in proper and timely fashion, all necessary notifications to relevant federal, state, and local governing bodies and to obtain and comply with the provisions of all permits, inspections or applications required by the work specified, as well as to make all required submittals required under those auspices. The Contractor shall indemnify the Owner from, and pay for all claims resulting from, failure to adhere to these requirements. The Contractor shall promptly provide the Engineer and the Owner with reproductions of all permits, licenses and permissions.

The Owner has waived the building permit fee only for this Project. All other pertinent permit and inspectional service fees shall apply.

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The Contractor shall pay the then current inspection fee to the Town of Natick for all inspections required by state and local codes, and required by the Town of Natick.

The Contractor shall pay all charges of utility companies for connections to the Work. The Contractor shall be aware of, observe and comply with all laws, ordinances, regulations, orders, permits, licenses, etc., and shall conduct his operations in compliance thereto, and shall indemnify the Owner and Engineer from any claim or liability arising from, or based upon a violation of same."

SC-6.09-A Delete paragraph 6.09-A of the General Conditions in its entirety and insert in its place the following:

"The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein."

SC-6.10-A In the third and fourth lines of paragraph 6.10-A of the General Conditions delete the words "Place of the Project" and insert in their place the words "Commonwealth of Massachusetts".

SC 6.10 Add the following language at the end of paragraph 6.10-A of the General Conditions:

The Town is exempt from Commonwealth of Massachusetts sales tax. M.G.L. c.64, §6(h) exempts "sales of building materials and supplies to be used in the construction, reconstruction, alteration, remodeling or repair of (1) any building structure, public highway, bridge or other public works owned by or held in trust for the benefit of any governmental body or agency mentioned in paragraph (d) and used exclusively for public purposes; (2) any building or structure owned by or held in trust for the benefit of any corporation, foundation, organization or institution described in paragraph (e) and used exclusively in the conduct of its religious, scientific, charitable or educational purposes; and (3) any building, structure, residence, school or other facility included under any written contract dated on or after January 1, 1985 arising out of or related to the Massachusetts Port Authority residential and school soundproofing programs, notwithstanding whether such building, structure, residence, school or other facility is owned by or held in trust for the benefit of the Massachusetts Port Authority or is used exclusively for public purposes; provided, however, that such governmental body or agency or such corporation, foundation, organization or institution shall have first obtained a certificate from the Commissioner stating that it is entitled to such exemption and the vendor keeps a record of the sales price of each such separate sale, the name of the purchaser, the date of each such separate sale and the number of such certificate. In this paragraph the words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction,

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reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge or other such public work, as well as such materials and supplies physically incorporated therein. Said terms shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of any such tax exempt project or while being used exclusively for the transportation of materials for any such tax exempt project.” M.G.L. c.64I, §7 exempts from use tax “Sales exempt from the taxes imposed under chapter sixty-four H; provided, however, that in the case of the purchase of any motor vehicle or trailer, as defined in section one of chapter ninety, or any boat or airplane, other than from a vendor who is regularly engaged in the business of making sales at retail of such motor vehicles, trailers, boats or airplanes, the receipts from which are exempt from the tax imposed under said chapter sixty-four H, the purchaser thereof, except when said purchaser is the spouse, mother, father, brother, sister or child of the seller, shall pay the tax imposed by this chapter”. The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party, either directly or indirectly, for this or any other tax for which an exemption is provided under law. The Town will provide a state sales tax exemption number to the Contractor for use with response to this Project.”

SC-6.11 Delete paragraph 6.11-A of the General Conditions in its entirety and insert in its place the following:

“The right of possession of the premises shall remain at all times in the Owner.

The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's workmen to limits indicated by Laws and Regulations, the Contract Documents, permits, and/or directions of the Engineer and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

The Contractor shall at all times maintain a safe workplace, in full compliance with all federal, state, and local health and safety Laws and Regulations and shall indemnify and hold the Owner, the Engineer and the Construction Manager harmless from and against any and all liability, loss, damage or expense arising from Contractor's failure to do so.

The Contractor shall use only areas specifically assigned by the Owner for parking, storage of materials and construction operations and shall comply with all local municipal regulations regarding use of and parking on public ways.

The Contractor shall repair any and all streets, drives, curbs, sidewalks, and landscaping which are disturbed by construction operations and shall leave them in as good condition after completion of the Work as they were in before commencement of the Work.

The Contractor shall not place or maintain, or allow to be placed or maintained, on or about the Project site any advertising matter, sign, bill, poster, or billboard of any kind, except those required by law or the Contract

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Documents, without the prior written consent of the Owner.”

SC-6.12 Delete paragraph 6-12 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall maintain a record set of Contract Documents which shall record all deviations from the Drawings and Specifications and shall be updated in detail to reflect the actual progress of the Work. The Owner and the Engineer shall have free and complete access to such Contract Documents during the Work. Upon Substantial Completion, the Contractor shall furnish to the Owner through the Engineer one set of “as built” plans in such form as the Owner shall require. The Contractor shall also maintain a record set of the Specifications, Addenda, Change Orders and other Modifications in good order and marked and annotated currently to record changes made during the Work. Record documents in relation thereto shall be in compliance with M.G.L. Chapter 30, Section 39R.”

SC-6.13 Delete paragraphs 6.13-B and 6.13-C of the General Conditions in their entirety.

SC-6.19 In paragraph 6.19-A of the General Conditions insert at the beginning of the second sentence the words “Owner and”.

SC-6.20 Delete paragraph 6.20 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor’s work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor or its subcontractor(s) of their obligations under this Contract, or the act or omission of the Contractor, its subcontractor(s), or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of the Contract.

Neither the Town of Natick, nor any of its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick Law or Regulation, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of the Contract.”

SC-6.21 In paragraph 6.21-A of the General Conditions, delete the words “or unless such services are required to carry out contractor’s responsibilities for construction means, methods, techniques, sequences and procedures”

SC-6.22 Insert the following new paragraph 6.22 in the General Conditions:

“SC-6.22 Miscellaneous

6.22-A The Contractor shall give the Engineer timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in the Contract Documents, but shall request additional drawings or instructions from the Engineer. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense. The Contractor shall give continuous attention to the faithful prosecution of the Work and shall keep the same under its personal control. It shall be responsible for all the acts and omissions of its employees, subcontractors, and of all persons directly or indirectly employed by it in connection with the prosecution of this Work.

6.22-B The Contractor may submit Requests For Information to the Engineer to help facilitate the Contractor's performance of the Contract. Prior to submitting each Request for Information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, Owner-provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

Each Request for Information shall be submitted to the Engineer, in writing, on such form and with such accompanying information as the Engineer may require for such purpose. Each Request for Information shall identify the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

The Contractor shall submit each Request for Information sufficiently in advance of the date by which such information is required in order to allow the Engineer sufficient time, in the Engineer's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule. The Contractor shall maintain a log at the Project site that sequentially numbers and lists each Request For Information. This log shall also contain the Drawing reference or Specification section to which the request pertains, the date of request, to whom the request was made, by whom the request was made, the nature of the request, and the Engineer's resolution thereof. This log shall be updated weekly by the Contractor and reviewed at each Project meeting, and the resolution of requests for information shall be made part of the minutes of such meetings.

The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for responding to Contractor's Requests for Information where such information is available to the Contractor from a careful

study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation.

6.22-C The Contractor shall be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work regardless of tier.

6.22-D The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to insure the progress of the Work in accordance with the Project Schedule. If, in the opinion of the Owner, the Contractor has fallen behind the Project Schedule, the Contractor shall submit its bid demonstrating the manner in which the desired rate of progress may be increased and shall take such steps, at the Contractor's own cost, as may be necessary to meet the Project Schedule. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of separate Contractors.

6.22-E The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work. It shall verify the figures shown on the Drawings before laying out the work and will be responsible for any error or inaccuracies resulting from its failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of (i) any conflicts among or between the Drawings, the Specifications or any Modification to the Drawings or the Specifications and the actual layout of the Work, or (ii) any conflicts or inconsistencies in the Drawings and Specification themselves, it shall promptly notify the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk.

6.22-F If this Project requires the containment, abatement or removal of asbestos or material containing asbestos, lead or waste containing lead-based paint, the Contractor shall ensure that the person or entity performing the asbestos or lead related services is licensed pursuant to applicable State laws and regulations.

6.22-G Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than every three weeks unless directed otherwise. Disposal of chemical waste shall be in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State and Local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State or Local regulations, the Contractor shall notify the Engineer immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations. Any costs incurred in cleaning up any such spills shall be borne exclusively by the Contractor.

The Contractor shall be solely responsible for compliance with laws and regulations governing the handling, storage, use or disposal of hazardous materials or wastes used, stored, generated or disposed of in connection with construction of the Work and shall obtain all permits and approvals, give all required notices, and observe all applicable procedures prescribed by the EPA, DEP or other governmental authorities having jurisdiction with respect to such activities. At the Owner's request, the Contractor shall properly furnish the

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Owner with evidence satisfactory to the Owner demonstrating the Contractor's compliance with such procedures, the giving of such notices, and the issuance of such permits and approvals.

6.22-H The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

6.22-I The Contractor shall at all times protect excavations, trenches, adjacent buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin, and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

6.22-J The Contractor shall be responsible for all security measures necessary and appropriate to protect the Work area until acceptance by the Owner to assure that the Work, and all materials and equipment stored at the Site, are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. The Contractor shall not use guard dogs for this purpose unless authorized in advance in writing by the Owner. If the Owner approves the use of guard dogs, each dog shall at all times be accompanied by an adult handler.

6.22-K The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging, and hoisting equipment and for temporary shoring, bracing, and tying.

6.22-L The Contractor shall furnish on site all personal protective equipment as required, approved first aid supplies, the name of its first-aid attendant, and a posted list of emergency facilities.

6.22-M No unauthorized visitors shall be allowed on the work site without permission from the Contractor.

6.22-N The Contractor shall employ labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required at no expense to the Owner to prevent the disruption of the work. The Contractor shall also not permit employment of any person who is not of good character and morals nor permit disorderly or indecent conduct on the job site. He shall not permit the consumption of alcoholic beverages or illegal drugs on the job site nor permit any employment or person under his supervision or control to be under the influence thereof."

6.22-O (Statutory reference: M.G.L. c.149, §§30 and 34)

No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or 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 forty-eight (48) hours in any one week, or more than six (6) days in any one (1) week, except in cases of emergency.

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6.22-P (Statutory reference: M.G.L. c.149,§25)

Every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

6.22-Q (Statutory Reference: M.G.L. c.149,§34B)

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 in such city or town.”

6.22-R The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether these are supplied by the Owner’s distribution system or otherwise, until the work is accepted by the Owner, and until the Owner has notified the Contractor that other arrangements have been made. The Contractor shall maintain and operate appurtenances within the construction area which serve the distribution system, subject to periodic inspection by the Owner’s operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment. The Contractor shall provide the Owner at least seventy-two (72) hours’ advance notice of the Contractor’s desire to extend, connect, disconnect, or turn on or off any steam, electric, water, or other service from the Owner’s supply systems. The actual operation shall be witnessed and approved by an authorized representative of the Owner. All plumbing, heating, and electrical work, including installation of equipment, and other work to be performed by the Contractor, shall be carried out without interference with the Owner’s normal operation. Where any work requires interruption of any service, the Contractor shall make advance arrangements with the Owner for dealing with and minimizing such interruption.

6.22-S The Contractor agrees to procure materials, equipment, labor and supplies from such sources and to perform all Work on the Project with labor, material suppliers and Subcontractors that will work harmoniously with the Owner’s employees, employees of other contractors employed by the Owner, and with other elements of labor involved in the construction of the Project or the operation of the building in which the Project is located, including, without limitation, any tenant improvement work contractors engaged by Owner or any tenants of Owner.”

6.22-T Weather Protection Devices – Pursuant to M.G.L. Chapter149, Section 44G(D), the Contractor shall install weather protection devices and shall furnish adequate heat in the area so the work is protected during the months of November through March.

## ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.01 and

SC-7.02 and

SC-7.03 Delete paragraphs 7.01, 7.02 and 7.03 of the General Conditions in their entirety except for the first sentence in paragraph 7.01(A).

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## ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC-8.06 In paragraph 8.02-A of the General Conditions, in the second and third lines, delete the words "to whom Contractor makes no reasonable objection".

SC 8.06 Delete paragraph 8.06-A of the General Conditions in its entirety.

SC-8.06 Delete paragraphs 8.10 and 8.11 of the General Conditions.

SC-8.09 Add the following at the end of paragraph 8.09 of the General Conditions:

"The Contractor shall provide services under any Contract with the Owner as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation."

## ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.01 Delete the first sentence of paragraph 9.01 of the General Conditions.

SC-9.02 Add the words "and Owner" after the word "Engineer" in the third line of paragraph 9.02-A of the General Conditions. Substitute the word "deem" for "deems" in the same line. Delete the second and third sentences of said paragraph 9.02-A.

SC-9.08-A Delete paragraph 9.08-A of the General Conditions.

SC-9.09-A Insert the following language at the beginning of paragraph 9.09-A "To the extent permitted by law"

## ARTICLE 10 -CHANGES IN THE WORK: CLAIMS

SC 10.01-A Delete Article 10 of the General Conditions in its entirety and insert in its place the following:

"SC-10.01 Change Orders

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

- a. the plans and specifications

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- b. in the method or manner or performance of the work; and/or
- c. in the schedule for performance of the work.

Whenever a Change Order is requested or ordered, and said Change Order will cause an adjustment in the Contractor's cost, the Contractor may request an equitable adjustment in writing in the Contract price.

The Owner and the Contractor shall attempt to negotiate an equitable adjustment in the Contract price before commencement of the pertinent work. In the absence of a Contract for an equitable adjustment and when so directed, the Contractor shall proceed with the Change Order work on a time and material basis, and the Contractor will provide the Owner with a written notice to that effect.

Contractor shall provide the Owner with all cost and pricing data used in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete, and current.

With respect to any sum of money due to be paid by the Contractor to the Owner under the Contract, an appropriate Change Order shall be issued deducting said sum of money from payments then due or thereafter due to the Contractor from the Owner. If such deductions from payments then due or thereafter due to the Contractor from the Owner are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

#### SC-10.02 COMPUTING EQUITABLE ADJUSTMENTS

Equitable adjustments in the Contract price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner:

- a. fixed price basis, provided that the fixed price shall be inclusive of items (1) through (5) (below) and shall be computed in accordance with those provisions;
- b. estimated lump sum basis, to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;
- c. time and materials basis, on a not-to-exceed predetermined upset amount to be subsequently adjusted on the basis of actual costs based on the following items (1) through (5):
  - (1) the cost at minimum prevailing rates for direct labor, material, supplies and use of equipment exclusive of hand tools;
  - (2) plus cost of Workers' Compensation Insurance, union fringe benefits, federal unemployment taxes,

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Federal Social Security, and Massachusetts Unemployment Compensation, or, as an alternative the Contractor may elect to use a flat twenty (20%) percent of the total labor rate in item (1);

(3) plus fifteen (15%) percent of item (1) for overhead, superintendence, and profit, which will be paid to the Contractor for work performed by the Contractors' own trade forces (for work performed by a Subcontractor, the Subcontractor will be entitled to a fifteen (15%) percent mark-up and the Contractor to a five (5%) percent mark-up; for work performed by a Sub-subcontractor, the Sub-subcontractor will be entitled to a fifteen (15%) percent mark-up, the Subcontractor to a five (5%) percent mark-up, and the Contractor to a five (5%) percent markup);

(4) if the net change is in addition to the contract price, it shall include the Contractor's overhead, superintendence, and profit. On any change which involves a net credit, no allowances for overhead, superintendence, and profit shall be figured;

(5) plus actual direct premium cost of payment and performance bonds required of the Contractor and its Subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.

d. If unit prices are stated in the Contract Documents or subsequently agreed upon, or if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### SC-10.03 WORK PERFORMED UNDER PROTEST

The Contractor shall perform all work as directed by the Owner and if the Owner determines that certain work for which the Contractor has requested a Change Order does not represent a change in the Contract, or if the Contractor and Owner cannot agree to the amount of compensation for a Change Order, the Contractor shall perform said work under protest and shall follow the procedures described in the following subparagraphs a. and b.:

a. If the Contractor claims compensation for a Change Order not approved by the Owner, the Contractor shall, on or before the first working day following commencement of any such work or sustaining of any such damage, submit to the Owner's representative a written statement of the nature of such work or damage sustained. The Contractor will not be entitled to compensation for any portion of its Change Order claim related to work performed prior to the Owner's receipt of the written statement referred to in the previous sentence.

b. On or before the second (2nd) working day after the commencement of such work or sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Engineer and the Owner itemized statements of the details and costs of such work performed or damage sustained; and unless such statements shall be made as so required, its claim for such compensation shall be forfeited and invalid and it shall not be entitled to payment on account of any such work or damage.

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c. The Owner shall have the right to reject Change Orders executed by the Contractor under a reservation of rights.

#### SC-10.04 COMPUTING TIME EXTENSIONS

Contract Time shall not be changed due to a delay in the Contractor's early completion date until all Contract Float is used and performance of the specified work necessarily extends beyond the Contract Time. An extension in Contract Time will not be approved unless the Contractor demonstrates through a detailed CPM schedule analysis that unforeseeable causes, beyond the control of and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers at any tier, led to performance or completion of all or part of the work beyond the corresponding Contract Time despite the Contractor's reasonable and diligent actions. If granted, an extension in Contract Time shall be the Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance, and associated costs, however caused.

#### SC-10.05 STATUTORY PROVISIONS – DIFFERING SITE CONDITIONS; TIMELY DECISIONS

The Contractor's attention is directed to M.G.L. c.30, Sections 39I, 39J, 39N, 39O, and 39P, the provisions of which apply to the Contract.

a. Differing Site Conditions, M.G.L. c.30, Section 39N.

If, during the progress of the work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract price 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 as discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such 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 Owner shall upon submission by the Contractor of a properly submitted change order request, make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

b. Timely decision by the Owner. M.G.L. c.30, Section 39P.

Whenever the Contract requires the Owner or the Engineer to make a decision during construction of the Project on interpretation of the specifications, approval of equipment, material, or any other approval, or progress of the work, that decision shall be made promptly and, in the event, no later than thirty (30) days after receipt of a written submission for such decision by the Contractor, but if such decision requires

extended investigation and study, the Owner or the Engineer shall, within thirty (30) days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.”

#### SC-10.06 CERTIFICATE OF APPROPRIATION

(Statutory reference: M.G.L. c.44 §31C)

The contract shall not 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 the 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, 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 be given until the auditor or accountant, or other officer of the Awarding Authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the Awarding Authority of its liability to pay for such work. The certificate of the auditor or accountant or other officer of the Awarding Authority having similar duties that an appropriation in the amount of the contract or in the amount of such order is available shall bar any defense by the Awarding Authority on the grounds of insufficient appropriation.”

#### ARTICLE 11- COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.01-A In paragraph 11.01-A of the General Conditions, in the last sentence, delete the word “and”, in the second last line, and insert at the end of the last sentence the following text “, and shall include no markup”.

SC-11.01-A In paragraph 11.01-A.1 of the General Conditions, in the last line, insert “in advance, in writing,” between the words “authorized” and “by”.

SC 11.01-A Add the following paragraph at the end of paragraph 11.01-A.2 of the General Conditions:

“11.01-A.2.a. Only those materials required as a result of such Work and reasonable freight charges for delivery of same are allowable. Only the equipment and machinery required as a result of such Work is allowable. Costs for equipment and machinery shall be based upon the current Nielson/Dataquest Rental Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:

- a. For equipment already on the project the monthly prorated rental rate by the hourly use shall be applicable;
- b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not

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allowable under this item. These costs are considered to be included in the Contractor's Fee as detailed in paragraphs 11.6 of the General Conditions.

(1 month (normal use) = 176 hours) (See 11.01-A.5.c. for equipment and machinery actually rented)."

Amend paragraph 11.01-A.5.a. of the General Conditions by adding the following language at the end of the paragraph:

", provided that the Contractor shall substantiate that this reimbursement payment is customarily considered normal to his operations."

Delete paragraph 11.01-A.5.c. of the General Conditions in its entirety and insert the following language in its place:

"11.01-A.5.c. All construction equipment and machinery and the parts thereof actually rented from others in accordance with rental agreements approved in advance, in writing, by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work."

Amend the first sentence of paragraph 11.01-A.5.f. of the General Conditions by striking out the following words:

"(except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.06.D)."

and by deleting in the ninth line the word "negligence" and inserting in its place the words "act or omission".

Delete paragraph 11.01-A.5.h. of the General Conditions in its entirety.

SC-11.01-B In paragraph 11.01-B.4 of the General Conditions, in the first line, insert "or willful misconduct" between the words "negligence" and "of".

SC 11.01-D In paragraph 11.01-D of the General Conditions, in the first paragraph, third line, delete the word "will" and insert in its place the word "shall".

SC-11.01-D Add the following paragraphs after paragraph 11.01-D of the General Conditions:

"11.01-D.1. Executed change orders shall be submitted to Owner in triplicate on the Change Order Form included in Part II of the Supplementary Conditions, and to the format of the Example Calculation Sheet also located in Part II of the Supplementary Conditions.

11.01-D.2. The Contractor shall include three (3) copies of invoices to substantiate all costs for materials and equipment directly associated with work involved in the change order.

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11.01-D.3. The Contractor shall include three (3) copies of labor summary to include name, classification, wage and date for all personnel directly involved in the work associated with the change order."

ARTICLE 12 – CHANGE OF CONTRACT PRICE:

CHANGE OF CONTRACT TIMES

SC-12.01 In paragraph 12.01-A of the General Conditions, last line, delete "10.05" and insert in its place "10.03".

SC-12.01 Delete paragraphs 12.01-C.2.a, through 12.01-C.2.c. of the General Conditions.

SC-12.01-C Paragraphs 12.01-C.2.d. through 12.01-C.2.f. of the General Conditions shall be renumbered 12.-1-C.2.a. through 12-1-C.2.c., respectively.

SC-12.01-C New paragraph 12.-1-C.2.a of the General Conditions (former paragraph 12.01-C-2.d.) shall read"

"No fee shall be paid on the basis of costs."

SC-12.02 Delete paragraph 12.02-B of the General Conditions in its entirety and insert in its place the following:

"SC-12.02 TIME

12.02-B TIME IS OF THE ESSENCE

Time is of the essence in the performance of the Contract. By executing the Contract, the Contractor represents that the time for performance stated in the Contract documents is a reasonable period for completing the Work to be performed under the Contract.

The Contractor shall prosecute the work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to recover schedule as may be necessary. The Contractor shall carry on the work and adhere to the schedule during all disputes and disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes and disagreements. The Contractor shall exercise reasonable precautions, efforts, and measures to avoid or mitigate situations which would cause delays.

If no specific date is identified in the Contract Documents for Final Completion of the Project or a particular phase of the Project, Final Completion of the Project or Project phase shall be achieved by the Contractor within thirty (30) calendar days after the date of Substantial Completion of the Project or Project phase."

12.02-C At least ten (10) working days before the first Application for Payment, the Contractor shall submit to the Engineer a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of

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each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

12.02-D The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Contract. The Progress Schedule will be reviewed by the Engineer for compliance with the requirements of this Article and will be accepted by the Engineer or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Engineer. The Engineer's review of the Progress Schedule shall not impose any duty on the Engineer or the Owner with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the Contractor proposes a Progress Schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the Contractor shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.02-E If in any Application for Payment the total value of the completed Work in place, as certified by the Engineer, is less than ninety (90%) percent of the total value of the Work in place estimated in the Progress Schedule, the Owner shall have the right, at the Owner's option and without cost to the Owner, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitations: (i) working additional shifts or overtime, (ii) supplying additional workers, equipment, and facilities, and (iii) other similar measures (hereinafter referred to as "Extraordinary Measures"). The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

12.02-F If each of three successive applications for payment, as certified by the Engineer, indicate that the actual Work completed is less than ninety (90%) percent of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default.

12.02-G If the Engineer has determined that the Contractor should be permitted to extend the time for completion, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted prorata.

12.02-H If the Contractor fails to submit any Application for Payment in any month, the Engineer shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Engineer's knowledge.

12.02-I The Owner and the Contractor shall comply with M.G.L. c.30, §39K, which provides:

Within fifteen (15) days (thirty (30) days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding

month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade

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listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

12.02-J Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

12.02-K Should the Contractor request additional time to complete the work, it shall document its reasons therefor and request an extension of time the alleged delay occurred. Failure to notify the Owner of any delay as provided in this Article shall preclude the Contractor from subsequently claiming any time extension or other relief due to said delay. Request for extensions of time shall be submitted as a Change Order request to the Owner.

The Contractor shall submit the amount of a claim to the Owner 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 the Contract and, except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim.

The Owner and the Contractor agree that they understand that this subparagraph places a burden on the Contractor to inform the Owner, as soon as practicable, whenever the Contractor considers that an action or inaction of the Owner or the Engineer could result or has resulted in a delay in the Project, thereby providing

the Owner and the Engineer with the opportunity to take action to avoid or lessen the time extensions or damages that might be associated with such action or inaction.

The Contractor and the Surety on the Contractor's performance bond shall be jointly and severally liable for, and shall pay to the Owner the expenses for inspection of Work performed after the time stipulated in the Owner-Contractor Contract for Substantial Completion. Such inspection costs shall include fees paid to the Engineer and its consultants as extra services at the rate stipulated in the Owner-Engineer Contract, the costs of any other project representatives of the Owner at the current salary rate and any other direct expenses due to inspection. The Owner may retain from monies otherwise due the Contractor whatever sums accrue to the Owner pursuant to this provision. The Contractor shall not be liable for inspection costs for delay in performance as provided hereunder for any period for which an extension of the Contract Time has been granted.

12.02-L No claim for extension of time shall be allowed on account of failure of the Engineer to furnish Drawings, Specifications or instructions until fifteen (15) days after receipt by the Engineer by registered or certified mail, or by hand delivery acknowledged by the Engineer, of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Engineer, or otherwise, except as and to the extent expressly provided under M.G.L. c.30, §390 in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

12.02-M (Statutory reference: M.G.L. c.30 §390)

a. The Awarding Authority may order the 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 or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided 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.

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b. The Contractor shall 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 twenty (20) days before the Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions a. and b. give the Contractor against the Awarding Authority, but nothing in provisions a. and b. shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.

#### 12.02-N - LIQUIDATED DAMAGES

If the Contractor shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the Owner the daily amount as stipulated in the Contract not as a penalty, but as fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the Owner's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Contract. The said amount may be withheld from periodic or final payments due to the Contractor, in addition to retainage and other backcharges."

SC-12.03 In paragraph 12.03-A of the General Conditions, in the eighth line, insert "acts or neglect by Engineer," after "acts or neglect by Owner".

SC-12.03 In paragraph 12.03-C of the General Conditions, in the fifth line, insert "and Engineer" between "Owner" and "and".

#### ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

SC-13.03 Delete paragraph 13.03-B of the General Conditions in its entirety.

SC-13.07 In paragraph 13.07-B of the General Conditions, in the last line, delete "will" and insert in its place "shall".

SC 13.09 Add the following paragraph immediately after paragraph 13.09-D of the General Conditions:

"13.09-E In the event of an emergency caused by defective Work, if the Contractor fails to respond to notification within twelve (12) hours, the Owner may proceed with alleviating the condition, and at his option may impose a surcharge upon the Contractor or a decrease in the Contract Price to cover associated costs in relation thereto."

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## ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Delete paragraph 14.02 A, B and C of the General Conditions in their entirety and insert in its place the following:

"M.G.L. c.30, § 39G or M.G.L. c. 30, §39K, as appropriate, is incorporated herein by reference. See Part II of the SUPPLEMENTARY CONDITIONS, p. 00810-7."

SC 14.03-A Add a new paragraph immediately after paragraph 14.03-A of the General Conditions:

"14.03-A.1. No materials or supplies for the Work shall be purchased by Contractor or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor shall warrant that he has clear title to all materials and supplies used by him in the Work, free from all liens, claims or encumbrances."

SC 14.04 Delete paragraphs 14.04-A through 14.04-D of the General Conditions in their entirety and insert in their place the following:

"14.04-A Substantial completion and payment in relation thereto shall be in compliance with M.G.L. Chapter 30, Section 39G for Utility Contracts, and M.G.L. Chapter 30, Section 39K for Building Associated Contracts, as included in Part II of the Supplementary Conditions.

14.04-A.1. For utility contracts, Owner, within twenty one (21) days of receipt of certification from Contractor that the work has been Substantially Complete, shall present to Contractor a written declaration that work has been Substantially Complete, or an itemized list of incomplete or unsatisfactory work items.

14.04-A.1.a. Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, Owner shall submit to Contractor payment for the quantity and price of the work done with the following deductions:

- a. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
- b. Less the estimated cost of completing all incomplete and unsatisfactory work items.
- c. An amount equal to sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in a joint account."

SC-14.07-14.09 Delete paragraphs 14.07 through 14.09 of the General Conditions and insert in their place the following:

“(Statutory Reference – M.G.L. c.30, §39F:

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.

Not later than the sixty-fifth (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 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 Contractor. The 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 Contractor.

Each payment made by the Awarding Authority to the Contractor 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 Awarding Authority shall take reasonable steps to compel the 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 Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor, the Awarding Authority shall act upon the demand as provided herein.

If, within seventy (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 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 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 (70th) day after the Subcontractor has substantially completed the subcontract work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the Awarding Authority 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 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 Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

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Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth (70th) day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the 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 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 M.G.L. c 30, §39F. The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made.

The Awarding Authority shall forthwith deposit the amount deducted from a direct payment in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority 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 a Contract between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to the provisions herein 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 Awarding Authority to the Contractor to the extent of such payment.

The Awarding Authority shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts, 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.

If the Subcontractor does not receive payment as provided herein 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 herein, the Subcontractor may demand direct payment by following the procedure provided for in M.G.L. c.30, §39F, and the Contractor may file a sworn reply as provided in that same Sub-subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Awarding Authority shall proceed as provided in M.G.L. c.30, §39F.

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Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c.149, §29 shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Awarding Authority or which are on deposit pursuant to the provisions herein shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine 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 awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor

A Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited pursuant to M.G.L. c.30, §39F by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit by a petition in equity in the superior court against the Awarding Authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c.231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors of the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the Awarding Authority claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the Awarding Authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion.

In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the Contractor, reduce by the amount of any deposit of a disputed amount by the Awarding Authority as provided herein any amount held under a trustee writ or pursuant to a restraining order or injunction."

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC 15.01 Delete paragraph 15.01 A of the General Conditions in its entirety and insert in its place the following :

"15.01-A The Owner may order the 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 Owner; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the Owner to act within the time specified in this Contract, the Owner shall make an adjustment in the Contract Price for any increase in the cost of performance of this Contract but shall not include any profit to the Contractor on such increase; and provided further, that the Owner 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.

The Contractor shall submit the amount of said claim to the Owner 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 Owner shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Owner in writing of act or failure to act involved in the claim.

15.01-A-1. The above revisions contained in paragraph under SC 15.01 are in compliance with Massachusetts General Laws Chapter 30, Section 390."

SC-15.02 Delete paragraph 15.02 A, B, C, D, E and F of the General Conditions in their entirety and insert in its place the follow provision:

"15.02-A If the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Engineer, or otherwise is guilty of a substantial violation of any provision of the Contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor of such default, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project site, and all materials intended for the Work, wherever stored, and, if such default is not cured within seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all subcontracts, and finish the Work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner on account of the Contractor's default, including without limitation additional services and expenses of the Engineer made necessary thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

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If, after final completion of the Work, the Owner determines that the unpaid amount (if any) due to the Contractor for the portion of the Work performed by the Contractor in accordance with the Contract exceeds any costs and damages incurred by the Owner as the result of the Contractor's breach of this Contract, such excess shall be paid to the Contractor. If the costs and damages incurred by the Owner as the result of the Contractor's breach of this Contract exceeds the unpaid amount (if any) due to the Contractor for the portion of the Work performed by the Contractor, the Contractor shall promptly pay such excess upon written demand by the Owner. In the event of a termination of the Contract pursuant to this Article, the Owner and the Contractor shall forthwith return to the other all papers, materials and other properties of the other held by each for the purposes of execution of the Contract. In addition, each party will make reasonable efforts to assist the other party in an orderly termination of this Contract."

15.02-B If the Contractor is determined by a court of competent jurisdiction to be bankrupt, or if any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or in an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Owner may terminate this Contract upon written notice to the Contractor."

SC-15.03 Delete paragraph 15.03 of the General Conditions in its entirety and insert in its place the following:

**"15.03 OWNER'S TERMINATION FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and/or purchase orders.

In the event of such termination for the Owner's convenience, the Contractor shall be compensated only for Work performed and expenses incurred in accordance with the Contract prior to termination, together with reasonable demobilization expenses (provided that there are appropriated Project funds available for such demobilization expenses). The Owner, however, shall not compensate the Contractor for lost profits, overhead expenses, termination expenses, or other such costs or expenses."

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## ARTICLE 16 - DISPUTE RESOLUTION

SC 16.01 Delete paragraph 16.01 A, B and C of the General Conditions in their entirety and insert in its place the following:

“Any Claim arising out of or related to the Contract, except those waived as provided in herein, shall, after final decision by the Engineer or thirty (30) days after submission of the Claim to the Engineer, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

The Owner and Contractor shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be conducted under the auspices of the American Arbitration Association in accordance with the most current version of the Association’s Construction Industry Mediation Rules in effect at the time the request for mediation is filed. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. All necessary parties may be brought into such mediation.

The parties shall bear equally the mediator’s fee and any filing fees required for the mediation. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Written Contracts reached in mediation shall be enforceable as written settlement Contracts in any court having jurisdiction thereof. In the event that any such claim, dispute or controversy is not resolved through the mediation process, either party is free to pursue any such claim, dispute or other matter in an appropriate court proceeding.

This paragraph 16.01 shall not prohibit the initiation of legal proceedings or equitable proceedings in circumstances where mediation will not be completed before the expiration of the applicable time within which to initiate legal proceedings or equitable proceedings. Under no circumstances shall either party call for mediation of any claim or dispute arising out of this Contract after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts.

This Paragraph 16.01 shall survive completion or termination of the Contract.”

ARTICLE 17 Renumber Article 17 as Article 19, and renumber paragraphs 17.01 thru 17.06 as paragraphs 19.01 thru 19.06.

Insert new paragraphs 17.01 through 17.06 in the General Conditions:

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**“ARTICLE 17 - CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS**  
(Statutory reference: M.G.L. c.30, §39R)

SC\_17.01\*-SC-17.06\* Add new paragraphs 17.01 through 17.06, to the General Conditions as follows:

“17.01-A\* The words defined herein shall have the meaning stated below whenever they appear in this Article 17:

17.01-A.1 “Contractor” means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to §39M of c.30, §§44A-44H inclusive, of c.149, §11C of c.25, or §§44-58, inclusive, of c.7C, which is for an amount or estimated amount greater than one hundred thousand dollars.

17.01-A.2 “Contract” means any contract awarded or executed pursuant to §§44-58, inclusive of c.7C, and any contract awarded or executed pursuant to §11C of c.25A, §39M of c.30, or §§44A-44H, inclusive, of c.149, which is for an amount or estimated amount greater than one hundred thousand dollars.

17.01-A.3 “Records” means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

17.01-A.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.

17.01-A.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 declination to express an opinion for stated reasons.

17.01-A.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 s/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 the financial condition of the Contractor.

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17.01-A.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.

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

17.02-A Every Contract or contract awarded or executed pursuant to §§44-58, inclusive of c.7C, §11C of c.25A, and pursuant to §39M of c.30 or to §§44A-44H, inclusive, of c.149, shall provide that:

17.02-A.1 The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

17.02-A.2 Until the expiration of six (6) years after final payment, the Awarding Authority, Office of Inspector General, and the Commissioner of Capital Asset Management and Maintenance 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.

17.02-A.3 If the Contract 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 therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

17.02-A.4 If the Contract is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Paragraph 17.03 below prior to the execution of the contract.

17.02-A.5 If the Contract 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 17.05 below.

17.03-A 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:

17.03-A.1 transactions are executed in accordance with management's general and specific authorization;

17.03-A.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;

17.03-A.3 access to assets is permitted only in accordance with management's general or specific authorization; and

17.03-A.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.

17.04-A 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 he or she has examined the statement of management on internal accounting controls, and expressing an opinion as to

17.04-A.1 whether the representations of management in response to this paragraph and Paragraph 17.02 above are consistent with the result of management's evaluation of the system of internal accounting controls; and

17.04-A.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.

17.05-A Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the Commissioner of Division of Capital Asset Management during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statement shall be made available to the Owner upon request.

17.06-A Records and statements required to be made, kept or filed under the provisions of this Article 17 shall not be public records as defined in M.G.L. c.4, §7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of Subparagraph 17.02-A.2 and 17.05-A."

ARTICLE 18 INSERT A NEW ARTICLE 18 IN THE GENERAL CONDITIONS AS FOLLOWS:

"ARTICLE 18: NONDISCRIMINATION IN EMPLOYMENT

18.01-A Contracts for work under this bid will obligate the Contractor and Subcontractors not to discriminate in employment practices.

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18.02-A Contracts for work under this project will obligate the Contractor and Subcontractors to maintain not less than five (5%) percent ratio of minority employee man hours to total man hours.

18.03-A In connection with the performance of work under the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The aforesaid provision shall include, but not be limited to the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms, conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination or other applicable agency of the Commonwealth of Massachusetts setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Contractor shall also undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object; genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap, and to eliminate and remedy any effects of such discrimination in the past.

18.04-A Successful Bidder shall submit a Contractor's Certification Form and a Subcontractor's Certification Form concerning its employment practices and policies in order to maintain its eligibility to receive the award of the Contract. These forms shall be submitted with the signed Contract Documents."

#### ARTICLE 19 -MISCELLANEOUS

SC 19.01-B Add the following new paragraph immediately after paragraph 19.01-A.2. of the General Conditions:

"19.01-B Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered, the delivering at the above named place, or depositing in a postpaid wrapper directed to the first named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing.

The first named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer in accordance with this Article 19. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon Contractor personally."

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SC-19.01-C Add the following new paragraph 19.01-C to the General Conditions:

Notices given to the Owner shall be given to the Town Administrator, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, to the Director, Natick Department of Public Works, 75 West Street, Natick, MA 01760 and to the Engineer.

SC-19.05-A Delete paragraph 19.05-A (formerly 17.05-A) of the General Conditions and insert the following paragraph:

“A. This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles”.

Insert the following new paragraphs 19.07 through 19.15 in the General Conditions.

#### “19.07 MINIMUM PREVAILING WAGE RATES

19.07 -A The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum prevailing wage rates established in compliance with laws, including without limitation M.G.L. c.149, §26-27G, shall be a part of these Contract Documents. Copies of Federal and/or State wage schedules are included at the end of Part I of these Supplementary Conditions. If, after the Notice to Proceed, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such wages as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person on such trade or occupation. Contractor shall notify Owner of his intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.

19.07-A.1. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be adjusted by Contractor.

19.07-A.2 The said schedules of wages shall continue to be the minimum rates to be paid during the life of the Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the Work.

19.07-A.3 Federal and/or State schedule of minimum prevailing wage rates are included in Part I of these Supplementary Conditions. Where rates differ, the higher rates shall apply as a minimum for that trade.

19.07-A.4 The Contractor shall submit weekly payroll records to the Owner during the progress of the Contract, for each day work is performed and keep them on file for three (3) years.

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19.07-A.5 The Contractor should obtain a schedule of minimum prevailing wage rates for every public building construction project from the Owner. It is the Owner's responsibility to ensure that a copy of the wage schedule is provided to all Contractors from whom estimates or bids are solicited for all projects. The Department of Labor and Workforce Development will not issue wage schedules directly to contractors or employees.

19.07-A.6 Once a wage schedule has been issued for a project by the Department of Labor and Workforce Development, it will remain in effect for the entire project. Appeals of wage determinations or classifications of employment may be made to the Department of Labor and Workforce Development Commissioner.

19.07-A.7 A wage schedule issued for a project may not be issued on any other project. If, by chance, the Owner fails to provide a wage schedule to use when figuring your bid, do not use one from another project. In this case, the Contractor should contact the Department of Labor and Workforce Development immediately and urge the Owner to contact the Department of Labor and Workforce Development to correct the oversight.

19.07-A.8 The failure of the Owner to provide a wage schedule does not excuse the Contractor from paying the minimum prevailing wage rate.

19.07-A.9 The Attorney General's Division of Fair Labor & Business Practices enforces the minimum prevailing wage law. All bids shall reflect minimum prevailing wage rates. CONTRACTORS may be required by an awarding authority to "demonstrate how they could complete the project and comply with Mass. Gen. Laws". The Division issued an "Advisory" discussing these and other points. For a copy, please contact the Attorney General's Office.

19.07-A.10 Minimum prevailing wages shall be paid to all employees on public building construction projects regardless of whether they are employed by the General Contractor, a filed sub-bidder or any sub-contractor. The minimum prevailing wage applies equally to unionized and non-unionized workers.

19.07-A.11 All employees who perform work on a public building construction project shall be paid hourly according to the wage schedule issued for the particular project.

19.07-A.12 The wage schedule issued for each project is in effect for the duration of that project. All wage increases listed on the schedule shall be paid on the specified dates.

19.07-A.13 Contractors are limited in the deductions that can be made from the hourly rate (represented as the "total rate" on the wage schedules). Only contributions to the following plans may be deducted:

- Health and Welfare
- Pension
- Supplementary Unemployment

All contributions shall be made to bona fide plans.

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19.07-A.14 If the Contractor contributes to any, or all, of the above plans, it may deduct the hourly amount contributed from the “total rate”. If the Contractor does not contribute to any of the benefit plans listed above, then the hourly rate of pay will be the “total rate” from the wage schedule.

19.07-A.15 All other deductions, including but not limited to the following, may not be subtracted from the employee's hourly minimum prevailing wage rate:

- Vacation Time
- Sick Time
- Training Funds
- Charitable Contributions
- Workers Compensation
- Unemployment Insurance
- Uniforms

19.07-A.16 Overtime, which shall be paid to all employees who work more than forty (40) hours per week, shall be at least time-and-one-half the base rate (“total rate” less benefits, if any).

19.07-A.17 Any “separate check” given to any employee as the “benefit portion” of the minimum prevailing wage may not be treated differently than the check for “base wages”. All “separate checks” are considered wages and subject to state and federal taxes, unemployment insurance and worker's compensation requirements.

19.07-A.18 A reporting form is sent along with each wage schedule that may be used. Each report shall contain at least: the employee's name, address, occupational classification, hours worked and wages paid. Do not submit weekly payroll reports to the Department of Labor and Workforce Development.

19.07-A.19 After the Contractor completes its portion of the public building construction project, the Contractor shall submit a Statement of Compliance to the Department of Labor and Workforce Development. A Statement of Compliance form is also sent along with each wage schedule issued.

19.07-A.20 Apprentices shall be registered with the Division of Apprentice Training (DAT). All persons not registered with DAT shall be paid the “total rate” listed on the wage schedule. An apprentice sheet showing percentages based on the apprentice steps is included with all wage schedules.

19.07-A.21 Failure to pay the minimum prevailing wage subjects the Contractor to potential civil and criminal liability.

“SC-19.08-A If any provision of the Contract Documents is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

SC-19.09-A All provisions of law required to be inserted in the Contract Documents shall be and are inserted

herein. If any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract Documents shall be changed by the Owner, at no increase in contract sum or contract time, so as to strictly comply with the law and without prejudice to the rights of either party herein.

SC-19.10-A No forbearance or indulgence in any form or manner by the Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner of any default or breach shall constitute a waiver of any subsequent default or breach.

SC-19.11-A Attorney's Fees. In the event that any legal or equitable action, suit, or claim, counter-claim, cross-claim, or third-party claim of any kind relating to the Contract is filed, pleaded or initiated by the Owner or Contractor against the other party to the Contract, which results in a judgment, award or order of any kind in favor of the Owner, the Contractor shall be responsible for all reasonable costs, expenses, attorney's fees and expert witness fees incurred by the Owner in filing, prosecuting, maintaining, appealing or defending against such action, suit, or claim, counter-claim, cross-claim, or third-party claim.

SC-19.12-A Any cause of action which the Owner may have in connection with Work shall be deemed to accrue only when the Owner has obtained actual knowledge of the act of omission which gives rise to the cause of action, not before.

SC-19.13-A No officer, member of a board, commission or committee, employee or agent of the Owner shall be personally or individually liable to the Contractor with respect to the Contract or the Work. Each subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under the subcontract.

SC-19.14-A The Contract may be amended only by written Contract of the parties.

SC-19.15-A The Contract may not be assigned by the Contractor without the prior written assent of the Owner."

Insert a new Article 20 in the General Conditions, as follows:

#### ARTICLE 20: ADDITIONAL PROVISIONS

20.01 Certification of Tax Compliance - By entering into an Contract with the Owner, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. Chapter 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, to the reporting of employees and Contractors, and to the withholding and remitting of child support.

20.02 Conflict of Interest - The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under the Contract. The Contractor and its officers, employees, agents, Subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts

00800-50

Conflict of Interest Law.

20.03 Non-Collusion - By entering into the Contract with the Owner, the Contractor certifies under penalties of perjury that its bid has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

20.04 Independent Contractor Status - The Contractor shall provide services under any Contract with the Owner as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

20.05 Additional Statutory Incorporations - The provisions of M.G.L. Chapter 149, Sections 34 (Public contracts; stipulation as to hours and days of work; void contracts), 34A (Contracts for public works; workers’ compensation insurance; breach of contract; enforcement and violation of statute ), and 34B (Contracts for public works; wages for reserve police officer) shall hereby be incorporated into this Contract by reference.

#### ARTICLE 21. MINIMUM PREVAILING WAGE RATES

00800-51



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

MAURA HEALY  
Governor

KIM DRISCOLL  
Lt. Governor

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

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** Natick - Board of Selectmen **City/Town:** NATICK  
**Contract Number:**  
**Description of Work:** Demolition of the Existing Charles River Dam and Associated Earthwork.  
**Job Location:** Off Eliot Street, Natick, MA 01760

**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	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.30	\$10.15	\$9.50	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.75	\$10.15	\$9.50	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.25	\$10.15	\$9.50	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.75	\$10.15	\$9.50	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							
ASPHALT RAKER	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.30	\$10.15	\$9.50	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.75	\$10.15	\$9.50	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.25	\$10.15	\$9.50	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.75	\$10.15	\$9.50	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
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

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: BOILER MAKER</b>							
<b>Effective Date: 1/1/2024</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
Step	Percent						
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
<b>Apprentice to Journeyworker Ratio: 1:4</b>							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2025	\$65.81	\$11.49	\$15.57	\$7.33	\$0.00	\$100.20
BRICKLAYERS LOCAL 3	2/1/2026	\$67.16	\$11.49	\$15.57	\$7.33	\$0.00	\$101.55
BRICKLAYERS LOCAL 3 (LOWELL)	8/1/2026	\$69.36	\$11.49	\$15.57	\$7.33	\$0.00	\$103.75
	2/1/2027	\$70.76	\$11.49	\$15.57	\$7.33	\$0.00	\$105.15
<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b>							
<b>Effective Date: 8/1/2025</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
Step	Percent						
1	50.00	\$32.91	\$11.49	\$15.57	\$7.33	\$0.00	\$67.30
2	60.00	\$39.49	\$11.49	\$15.57	\$7.33	\$0.00	\$73.88
3	70.00	\$46.07	\$11.49	\$15.57	\$7.33	\$0.00	\$80.46
4	80.00	\$52.65	\$11.49	\$15.57	\$7.33	\$0.00	\$87.04
5	90.00	\$59.23	\$11.49	\$15.57	\$7.33	\$0.00	\$93.62
<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b>							
<b>Effective Date: 2/1/2026</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
Step	Percent						
1	50.00	\$33.58	\$11.49	\$15.57	\$7.33	\$0.00	\$67.97
2	60.00	\$40.30	\$11.49	\$15.57	\$7.33	\$0.00	\$74.69
3	70.00	\$47.01	\$11.49	\$15.57	\$7.33	\$0.00	\$81.40
4	80.00	\$53.73	\$11.49	\$15.57	\$7.33	\$0.00	\$88.12
5	90.00	\$60.44	\$11.49	\$15.57	\$7.33	\$0.00	\$94.83
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.85	\$10.15	\$9.50	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$51.40	\$10.15	\$9.50	\$9.80	\$0.00	\$80.85
	12/1/2026	\$52.90	\$10.15	\$9.50	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS	12/1/2025	\$49.03	\$10.15	\$9.50	\$9.80	\$0.00	\$78.48
LABORERS	6/1/2026	\$50.58	\$10.15	\$9.50	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$52.08	\$10.15	\$9.50	\$9.80	\$0.00	\$81.53

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER	9/1/2025	\$50.35	\$10.33	\$11.47	\$8.50	\$0.00	\$80.65
CARPENTERS	3/1/2026	\$51.60	\$10.33	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS -ZONE 2 (Eastern Massachusetts)	9/1/2026	\$52.85	\$10.33	\$11.47	\$8.50	\$0.00	\$83.15
	3/1/2027	\$54.10	\$10.33	\$11.47	\$8.50	\$0.00	\$84.40

Apprentice: CARPENTER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.66	\$10.33	\$0.00	\$1.73	\$0.00	\$34.72
2	45.00	\$22.66	\$10.33	\$0.00	\$1.73	\$0.00	\$34.72
3	55.00	\$27.69	\$10.33	\$0.00	\$3.40	\$0.00	\$41.42
4	55.00	\$27.69	\$10.33	\$0.00	\$3.40	\$0.00	\$41.42
5	70.00	\$35.25	\$10.33	\$11.41	\$5.10	\$0.00	\$62.09
6	70.00	\$35.25	\$10.33	\$11.41	\$5.10	\$0.00	\$62.09
7	80.00	\$40.28	\$10.33	\$11.44	\$6.80	\$0.00	\$68.85
8	80.00	\$40.28	\$10.33	\$11.44	\$6.80	\$0.00	\$68.85

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.22	\$10.33	\$0.00	\$1.73	\$0.00	\$35.28
2	45.00	\$23.22	\$10.33	\$0.00	\$1.73	\$0.00	\$35.28
3	55.00	\$28.38	\$10.33	\$0.00	\$3.40	\$0.00	\$42.11
4	55.00	\$28.38	\$10.33	\$0.00	\$3.40	\$0.00	\$42.11
5	70.00	\$36.12	\$10.33	\$11.41	\$5.10	\$0.00	\$62.96
6	70.00	\$36.12	\$10.33	\$11.41	\$5.10	\$0.00	\$62.96
7	80.00	\$41.28	\$10.33	\$11.44	\$6.80	\$0.00	\$69.85

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: CARPENTER</b>							
<b>Effective Date: 3/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	80.00	\$41.28	\$10.33	\$11.44	\$6.80	\$0.00	\$69.85
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
CARPENTER WOOD FRAME	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
CARPENTERS	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

<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

<b>Apprentice: CARPENTER WOOD FRAME</b>							
<b>Effective Date: 10/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
2	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
3	65.00	\$18.75	\$7.02	\$0.00	\$1.00	\$0.00	\$26.77
4	70.00	\$20.20	\$7.02	\$0.00	\$1.00	\$0.00	\$28.22
5	75.00	\$21.64	\$7.02	\$3.80	\$1.00	\$0.00	\$33.46
6	80.00	\$23.08	\$7.02	\$3.80	\$1.00	\$0.00	\$34.90
7	85.00	\$24.52	\$7.02	\$3.80	\$1.00	\$0.00	\$36.34
8	90.00	\$25.97	\$7.02	\$3.80	\$1.00	\$0.00	\$37.79

**Apprentice to Journeyworker Ratio: 1:5**

CEMENT MASONRY/PLASTERING	1/1/2026	\$53.24	\$13.35	\$16.43	\$7.78	\$1.80	\$92.60
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
Plasterers and Cement Masons - Zone 1	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: CEMENT MASONRY/PLASTERING</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.62	\$13.35	\$16.43	\$0.00	\$0.00	\$56.40
2	60.00	\$31.94	\$13.35	\$16.43	\$7.78	\$1.80	\$71.30
3	65.00	\$34.61	\$13.35	\$16.43	\$7.78	\$1.80	\$73.97
4	70.00	\$37.27	\$13.35	\$16.43	\$7.78	\$1.80	\$76.63
5	75.00	\$39.93	\$13.35	\$16.43	\$7.78	\$1.80	\$79.29
6	80.00	\$42.59	\$13.35	\$16.43	\$7.78	\$1.80	\$81.95
7	90.00	\$47.92	\$13.35	\$16.43	\$0.00	\$0.00	\$77.70
<b>Apprentice: CEMENT MASONRY/PLASTERING</b>							
<b>Effective Date: 7/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
CHAIN SAW OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/1/2025	\$60.48	\$16.05	\$13.25	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$61.81	\$16.05	\$13.25	\$3.25	\$0.00	\$94.36
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$63.29	\$16.05	\$13.25	\$3.25	\$0.00	\$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.97	\$16.05	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.83	\$16.05	\$13.25	\$3.25	\$0.00	\$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$39.78	\$16.05	\$13.25	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE) PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35 - ZONE 2							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: DELEADER (BRIDGE)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

**Apprentice to Journeyworker Ratio: 1:1**

DEMO: ADZEMAN LABORERS	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 2	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 2	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$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	9/1/2025	\$66.17	\$13.00	\$14.37	\$8.72	\$0.00	\$102.26
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

<b>Apprentice: ELECTRICIAN</b>							
<b>Effective Date: 9/1/2025</b>							
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

<b>Apprentice: ELECTRICIAN</b>							
<b>Effective Date: 3/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
2	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
3	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
4	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
5	50.00	\$33.43	\$13.00	\$13.63	\$4.50	\$0.00	\$64.56
6	55.00	\$36.77	\$13.00	\$13.73	\$4.95	\$0.00	\$68.45
7	60.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
8	65.00	\$43.46	\$13.00	\$13.93	\$5.85	\$0.00	\$76.24
9	70.00	\$46.80	\$13.00	\$14.03	\$6.30	\$0.00	\$80.13
10	75.00	\$50.15	\$13.00	\$14.13	\$6.75	\$0.00	\$84.03

**Apprentice Notes**  
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**Apprentice to Journeyworker Ratio: 2:3**

ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2026</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	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95
<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2027</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	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$53.56	\$16.05	\$13.25	\$3.25	\$0.00	\$86.11
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.00	\$16.05	\$13.25	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$56.29	\$16.05	\$13.25	\$3.25	\$0.00	\$88.84
	5/1/2027	\$57.72	\$16.05	\$13.25	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/1/2025	\$55.17	\$16.05	\$13.25	\$3.25	\$0.00	\$87.72
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$56.62	\$16.05	\$13.25	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.92	\$16.05	\$13.25	\$3.25	\$0.00	\$90.47
	5/1/2027	\$59.37	\$16.05	\$13.25	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$26.03	\$16.05	\$13.25	\$3.25	\$0.00	\$58.58
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$26.88	\$16.05	\$13.25	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.64	\$16.05	\$13.25	\$3.25	\$0.00	\$60.19
	5/1/2027	\$28.49	\$16.05	\$13.25	\$3.25	\$0.00	\$61.04

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	\$66.17	\$13.00	\$14.37	\$9.00	\$0.00	\$102.54
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	9/1/2025	\$52.94	\$13.00	\$13.97	\$6.98	\$0.00	\$86.89
ELECTRICIANS LOCAL 103	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
ELECTRICIANS LOCAL 103	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN (ASST. ENGINEER)	12/1/2025	\$47.69	\$16.05	\$13.25	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$48.75	\$16.05	\$13.25	\$3.25	\$0.00	\$81.30
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$49.93	\$16.05	\$13.25	\$3.25	\$0.00	\$82.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$28.09	\$10.15	\$9.50	\$9.21	\$0.00	\$56.95
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.15	\$9.50	\$9.21	\$0.00	\$58.07
	12/1/2026	\$29.21	\$10.15	\$9.50	\$9.21	\$0.00	\$58.07

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

FLOORCOVERER	9/1/2025	\$57.74	\$10.33	\$11.47	\$8.80	\$0.00	\$88.34
FLOORCOVERERS LOCAL 2168	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168 ZONE I	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84

<b>Apprentice: FLOORCOVERER</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.98	\$10.33	\$0.00	\$1.76	\$0.00	\$38.07
2	45.00	\$25.98	\$10.33	\$0.00	\$1.76	\$0.00	\$38.07
3	55.00	\$31.76	\$10.33	\$0.00	\$3.52	\$0.00	\$45.61
4	55.00	\$31.76	\$10.33	\$0.00	\$3.52	\$0.00	\$45.61
5	70.00	\$40.42	\$10.33	\$11.47	\$5.28	\$0.00	\$67.50
6	70.00	\$40.42	\$10.33	\$11.47	\$5.28	\$0.00	\$67.50
7	80.00	\$46.19	\$10.33	\$11.47	\$7.04	\$0.00	\$75.03
8	80.00	\$46.19	\$10.33	\$11.47	\$7.04	\$0.00	\$75.03



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.05	\$13.25	\$3.25	\$0.00	\$68.42
3	65.00	\$38.86	\$16.05	\$13.25	\$3.25	\$0.00	\$71.41
4	70.00	\$41.85	\$16.05	\$13.25	\$3.25	\$0.00	\$74.40
5	75.00	\$44.84	\$16.05	\$13.25	\$3.25	\$0.00	\$77.39
6	80.00	\$47.82	\$16.05	\$13.25	\$3.25	\$0.00	\$80.37
7	85.00	\$50.81	\$16.05	\$13.25	\$3.25	\$0.00	\$83.36
8	90.00	\$53.80	\$16.05	\$13.25	\$3.25	\$0.00	\$86.35

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$33.32	\$0.00	\$0.00	\$0.00	\$0.00	\$33.32
2	60.00	\$36.35	\$16.05	\$13.25	\$3.25	\$0.00	\$68.90
3	65.00	\$39.38	\$16.05	\$13.25	\$3.25	\$0.00	\$71.93
4	70.00	\$42.41	\$16.50	\$13.25	\$3.25	\$0.00	\$75.41
5	75.00	\$45.44	\$16.50	\$13.25	\$3.25	\$0.00	\$78.44
6	80.00	\$48.46	\$16.50	\$13.25	\$3.25	\$0.00	\$81.46
7	85.00	\$51.49	\$16.50	\$13.25	\$3.25	\$0.00	\$84.49
8	90.00	\$54.52	\$16.50	\$13.25	\$3.25	\$0.00	\$87.52

**Apprentice to Journeyworker Ratio: 1:6**

HVAC (DUCTWORK)	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	9/1/2025	\$66.17	\$13.00	\$14.37	\$8.72	\$0.00	\$102.26
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

For apprentice rates see "Apprentice- SHEET METAL WORKER"

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 2	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.30	\$10.15	\$9.50	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.75	\$10.15	\$9.50	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.25	\$10.15	\$9.50	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.75	\$10.15	\$9.50	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.21	\$0.00	\$72.27
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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

<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.88	\$14.75	\$9.27	\$5.05	\$0.00	\$60.95
2	60.00	\$38.26	\$14.75	\$9.32	\$6.05	\$0.00	\$68.38
3	70.00	\$44.63	\$14.75	\$9.37	\$7.06	\$0.00	\$75.81
4	80.00	\$51.01	\$14.75	\$9.42	\$8.07	\$0.00	\$83.25

**Apprentice to Journeyworker Ratio: 1:4**

IRONWORKER/WELDER	9/16/2025	\$57.87	\$9.05	\$12.75	\$14.50	\$0.00	\$94.17
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**Construction**

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

<b>Apprentice: IRONWORKER/WELDER</b>							
<b>Effective Date: 9/16/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.72	\$9.05	\$12.75	\$4.50	\$0.00	\$61.02
2	75.00	\$43.40	\$9.05	\$12.75	\$4.50	\$0.00	\$69.70
3	85.00	\$49.19	\$9.05	\$12.75	\$4.50	\$0.00	\$75.49
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Apprentice to Journeyworker Ratio: 1:4**

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

<b>Apprentice: LABORER</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.11	\$0.00	\$53.79
2	70.00	\$29.20	\$10.15	\$9.50	\$9.11	\$0.00	\$57.96
3	80.00	\$33.38	\$10.15	\$9.50	\$9.11	\$0.00	\$62.14
4	90.00	\$37.55	\$10.15	\$9.50	\$9.11	\$0.00	\$66.31

<b>Apprentice: LABORER</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.60	\$10.15	\$9.50	\$9.11	\$0.00	\$54.36

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: LABORER</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	\$29.86	\$10.15	\$9.50	\$9.11	\$0.00	\$58.62
3	80.00	\$34.13	\$10.15	\$9.50	\$9.11	\$0.00	\$62.89
4	90.00	\$38.39	\$10.15	\$9.50	\$9.11	\$0.00	\$67.15

**Apprentice to Journeyworker Ratio: 1:5**

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.21	\$0.00	\$70.08
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.21	\$0.00	\$71.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.21	\$0.00	\$72.96

<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.21	\$0.00	\$53.89
2	70.00	\$29.20	\$10.15	\$9.50	\$9.21	\$0.00	\$58.06
3	80.00	\$33.38	\$10.15	\$9.50	\$9.21	\$0.00	\$62.24
4	90.00	\$37.55	\$10.15	\$9.50	\$9.21	\$0.00	\$66.41

<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.60	\$10.15	\$9.50	\$9.21	\$0.00	\$54.46
2	70.00	\$29.86	\$10.15	\$9.50	\$9.21	\$0.00	\$58.72
3	80.00	\$34.13	\$10.15	\$9.50	\$9.21	\$0.00	\$62.99
4	90.00	\$38.39	\$10.15	\$9.50	\$9.10	\$0.00	\$67.14

**Apprentice to Journeyworker Ratio: 1:5**

LABORER: CARPENTER TENDER	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	12/1/2025	\$41.31	\$10.15	\$9.50	\$9.65	\$0.00	\$70.61
LABORERS - ZONE 2	6/1/2026	\$42.75	\$10.15	\$9.50	\$9.65	\$0.00	\$72.05
	12/7/2026	\$44.19	\$10.15	\$9.50	\$9.65	\$0.00	\$73.49
	6/7/2027	\$45.64	\$10.15	\$9.50	\$9.65	\$0.00	\$74.94
	12/6/2027	\$47.09	\$10.15	\$9.50	\$9.65	\$0.00	\$76.39
	6/5/2028	\$48.59	\$10.15	\$9.50	\$9.65	\$0.00	\$77.89
	12/4/2028	\$50.09	\$10.15	\$9.50	\$9.65	\$0.00	\$79.39

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

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

LABORER: MULTI-TRADE TENDER LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

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

LASER BEAM OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

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

MARBLE & TILE FINISHERS	8/1/2025	\$52.08	\$11.49	\$15.57	\$6.05	\$0.00	\$85.19
BRICKLAYERS LOCAL 3	2/1/2026	\$53.16	\$11.49	\$15.57	\$6.05	\$0.00	\$86.27
BRICKLAYERS LOCAL 3 - MARBLE & TILE	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: 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

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.58	\$11.49	\$15.57	\$6.05	\$0.00	\$59.69
2	60.00	\$31.90	\$11.49	\$15.57	\$6.05	\$0.00	\$65.01
3	70.00	\$37.21	\$11.49	\$15.57	\$6.05	\$0.00	\$70.32
4	80.00	\$42.53	\$11.49	\$15.57	\$6.05	\$0.00	\$75.64
5	90.00	\$47.84	\$11.49	\$15.57	\$6.05	\$0.00	\$80.95

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
BRICKLAYERS LOCAL 3	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$71.52	\$11.49	\$15.57	\$7.99	\$0.00	\$106.57
	2/1/2027	\$72.92	\$11.49	\$15.57	\$7.99	\$0.00	\$107.97

Apprentice: MARBLE MASONS, TILELAYERS & TERRAZZO MECH							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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**Apprentice Notes**  
 Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

**Apprentice to Journeyworker Ratio: 1:4**

MORTAR MIXER LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2025	\$25.68	\$16.05	\$13.25	\$3.25	\$0.00	\$58.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$26.27	\$16.05	\$13.25	\$3.25	\$0.00	\$58.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$26.94	\$16.05	\$13.25	\$3.25	\$0.00	\$59.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/1/2025	\$31.65	\$16.05	\$13.25	\$3.25	\$0.00	\$64.20
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$32.37	\$16.05	\$13.25	\$3.25	\$0.00	\$64.92
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$33.17	\$16.05	\$13.25	\$3.25	\$0.00	\$65.72

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

<b>Apprentice: PAINTER (BRIDGES/TANKS)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: PAINTER / TAPER (BRUSH, NEW) *</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.93	\$0.00	\$44.26
3	60.00	\$29.44	\$10.35	\$0.00	\$7.56	\$0.00	\$47.35
4	65.00	\$31.89	\$10.35	\$0.00	\$8.19	\$0.00	\$50.43
5	70.00	\$34.34	\$10.35	\$12.00	\$8.82	\$0.00	\$65.51
6	75.00	\$36.80	\$10.35	\$12.00	\$9.45	\$0.00	\$68.60
7	80.00	\$39.25	\$10.35	\$12.00	\$10.08	\$0.00	\$71.68
8	90.00	\$44.15	\$10.35	\$12.00	\$11.34	\$0.00	\$77.84
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	\$47.12	\$10.35	\$12.00	\$12.60	\$0.00	\$82.07
<b>Apprentice: PAINTER / TAPER (BRUSH, REPAINT)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.56	\$10.35	\$0.00	\$0.00	\$0.00	\$33.91
2	55.00	\$25.92	\$10.35	\$0.00	\$6.93	\$0.00	\$43.20
3	60.00	\$28.27	\$10.35	\$0.00	\$7.56	\$0.00	\$46.18
4	65.00	\$30.63	\$10.35	\$0.00	\$8.19	\$0.00	\$49.17
5	70.00	\$32.98	\$10.35	\$12.00	\$8.82	\$0.00	\$64.15
6	75.00	\$35.34	\$10.35	\$12.00	\$9.45	\$0.00	\$67.14
7	80.00	\$37.70	\$10.35	\$12.00	\$10.08	\$0.00	\$70.13
8	90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.21	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10	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
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
For apprentice rates see "Apprentice- PILE DRIVER"							

**Construction**

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

<b>Apprentice: PILE DRIVER</b>							
<b>Effective Date: 8/1/2024</b>							
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

**Apprentice to Journeyworker Ratio: 1:5**

PIPEFITTER & STEAMFITTER	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

<b>Apprentice: PIPEFITTER &amp; STEAMFITTER</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.63	\$13.45	\$13.75	\$9.30	\$0.00	\$64.13
2	45.00	\$31.09	\$13.45	\$13.75	\$9.30	\$0.00	\$67.59
3	60.00	\$41.45	\$13.45	\$13.75	\$9.30	\$0.00	\$77.95
4	70.00	\$48.36	\$13.45	\$13.75	\$9.30	\$0.00	\$84.86
5	80.00	\$55.26	\$13.45	\$13.75	\$9.30	\$0.00	\$91.76

**Apprentice to Journeyworker Ratio: 1:3**

PIPELAYER	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

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

PLUMBERS & GASFITTERS	9/1/2025	\$71.74	\$14.32	\$12.61	\$8.00	\$0.00	\$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$73.89	\$14.32	\$12.61	\$8.00	\$0.00	\$108.82
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$76.04	\$14.32	\$12.61	\$8.00	\$0.00	\$110.97
	3/1/2027	\$78.19	\$14.32	\$12.61	\$8.00	\$0.00	\$113.12

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	8/30/2027	\$80.34	\$14.32	\$12.61	\$8.00	\$0.00	\$115.27
	2/28/2028	\$82.54	\$14.32	\$12.61	\$8.00	\$0.00	\$117.47
	9/4/2028	\$84.74	\$14.32	\$12.61	\$8.00	\$0.00	\$119.67
	3/5/2029	\$86.94	\$14.32	\$12.61	\$8.00	\$0.00	\$121.87
	9/3/2029	\$89.14	\$14.32	\$12.61	\$8.00	\$0.00	\$124.07
	3/4/2030	\$91.09	\$14.32	\$12.61	\$8.00	\$0.00	\$126.02

<b>Apprentice: PLUMBERS &amp; GASFITTERS</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.11	\$14.32	\$4.61	\$2.80	\$0.00	\$46.84
2	40.00	\$28.70	\$14.32	\$5.22	\$3.20	\$0.00	\$51.44
3	55.00	\$39.46	\$14.32	\$7.07	\$4.40	\$0.00	\$65.25
4	65.00	\$46.63	\$14.32	\$8.30	\$5.20	\$0.00	\$74.45
5	75.00	\$53.81	\$14.32	\$9.53	\$6.00	\$0.00	\$83.66

<b>Apprentice: PLUMBERS &amp; GASFITTERS</b>							
<b>Effective Date: 3/2/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.86	\$14.32	\$4.61	\$2.80	\$0.00	\$47.59
2	40.00	\$29.56	\$14.32	\$5.22	\$3.20	\$0.00	\$52.30
3	55.00	\$40.64	\$14.32	\$7.07	\$4.40	\$0.00	\$66.43
4	65.00	\$48.03	\$14.32	\$8.30	\$5.20	\$0.00	\$75.85
5	75.00	\$55.42	\$14.32	\$9.53	\$6.00	\$0.00	\$85.27

**Apprentice to Journeyworker Ratio: 1:2**

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

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

POWDERMAN & BLASTER	12/1/2025	\$42.22	\$10.15	\$9.50	\$9.11	\$0.00	\$70.98
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**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>
LABORERS	6/1/2026	\$43.66	\$10.15	\$9.50	\$9.11	\$0.00	\$72.42
LABORERS - ZONE 2	12/1/2026	\$45.10	\$10.15	\$9.50	\$9.11	\$0.00	\$73.86
	6/1/2027	\$46.55	\$10.15	\$9.50	\$9.11	\$0.00	\$75.31
	12/1/2027	\$48.00	\$10.15	\$9.50	\$9.11	\$0.00	\$76.76
	6/1/2028	\$49.50	\$10.15	\$9.50	\$9.11	\$0.00	\$78.26
	12/1/2028	\$51.00	\$10.15	\$9.50	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$42.22	\$9.90	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$43.66	\$9.90	\$9.50	\$9.21	\$0.00	\$72.27
	12/1/2026	\$45.10	\$9.90	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/1/2025	\$37.97	\$16.05	\$13.25	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$38.83	\$16.05	\$13.25	\$3.25	\$0.00	\$71.38
	12/1/2026	\$39.78	\$16.05	\$13.25	\$3.25	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER TEAMSTERS 170 TEAMSTERS 170 - Dauphinais (Bellingham)	1/1/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$0.00	\$45.01
RECLAIMERS OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)	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
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60
2	60.00	\$32.12	\$13.28	\$12.67	\$9.03	\$0.00	\$67.10
3	65.00	\$34.79	\$13.28	\$12.67	\$9.03	\$0.00	\$69.77
4	75.00	\$40.15	\$13.28	\$12.67	\$9.03	\$0.00	\$75.13
5	85.00	\$45.50	\$13.28	\$12.67	\$9.03	\$0.00	\$80.48

Apprentice: ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.39	\$13.28	\$6.52	\$9.03	\$0.00	\$56.22
2	60.00	\$32.87	\$13.28	\$12.67	\$9.03	\$0.00	\$67.85
3	65.00	\$35.61	\$13.28	\$12.67	\$9.03	\$0.00	\$70.59
4	75.00	\$41.09	\$13.28	\$12.67	\$9.03	\$0.00	\$76.07
5	85.00	\$46.56	\$13.28	\$12.67	\$9.03	\$0.00	\$81.54

**Apprentice Notes**  
 \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

**Apprentice to Journeyworker Ratio: 1:5**

ROOFER SLATE / TILE / PRECAST CONCRETE	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
ROOFERS LOCAL 33							

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

Apprentice: SHEETMETAL WORKER							
Effective Date: 8/1/2025							
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







**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: TERRAZZO FINISHERS</b>							
<b>Effective Date: 2/1/2026</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>
	2	60.00	\$40.94	\$11.49	\$15.57	\$8.02	\$0.00 \$76.02
	3	70.00	\$47.77	\$11.49	\$15.57	\$8.02	\$0.00 \$82.85
	4	80.00	\$54.59	\$11.49	\$15.57	\$8.02	\$0.00 \$89.67
	5	90.00	\$61.42	\$11.49	\$15.57	\$8.02	\$0.00 \$96.50
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
TEST BORING DRILLER LABORERS	12/1/2025	\$52.70	\$10.15	\$9.50	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.25	\$10.15	\$9.50	\$9.80	\$0.00	\$83.70
	12/1/2026	\$55.75	\$10.15	\$9.50	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	12/1/2025	\$48.82	\$10.15	\$9.50	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.37	\$10.15	\$9.50	\$9.80	\$0.00	\$79.82
	12/1/2026	\$51.87	\$10.15	\$9.50	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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 LABORERS	12/1/2025	\$60.93	\$10.15	\$9.50	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.48	\$10.15	\$9.50	\$10.25	\$0.00	\$92.38
	12/1/2026	\$63.98	\$10.15	\$9.50	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	12/1/2025	\$62.93	\$10.15	\$9.50	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.48	\$10.15	\$9.50	\$10.25	\$0.00	\$94.38
	12/1/2026	\$65.98	\$10.15	\$9.50	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	12/1/2025	\$53.00	\$10.15	\$9.50	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$54.55	\$10.15	\$9.50	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.05	\$10.15	\$9.50	\$10.25	\$0.00	\$85.95

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	12/1/2025	\$55.00	\$10.15	\$9.50	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$56.55	\$10.15	\$9.50	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.05	\$10.15	\$9.50	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	9/1/2025	\$71.74	\$14.32	\$12.61	\$8.00	\$0.00	\$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$73.89	\$14.32	\$12.61	\$8.00	\$0.00	\$108.82
	8/31/2026	\$76.04	\$14.32	\$12.61	\$8.00	\$0.00	\$110.97
	3/1/2027	\$78.19	\$14.32	\$12.61	\$8.00	\$0.00	\$113.12
	8/30/2027	\$80.34	\$14.32	\$12.61	\$8.00	\$0.00	\$115.27
	2/2/2028	\$82.54	\$14.32	\$12.61	\$8.00	\$0.00	\$117.47
	9/4/2028	\$84.74	\$14.32	\$12.61	\$8.00	\$0.00	\$119.67
	3/5/2029	\$86.94	\$14.32	\$12.61	\$8.00	\$0.00	\$121.87
	9/3/2029	\$89.14	\$14.32	\$12.61	\$8.00	\$0.00	\$124.07
	3/4/2030	\$91.09	\$14.32	\$12.61	\$8.00	\$0.00	\$126.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

**Marine Drilling**

<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>
BLASTER MARINE DRILLING MARINE DRILLING	1/1/2018	\$41.82	\$7.63	\$2.35	\$1.25	\$0.00	\$53.05
BOAT CAPTAIN MARINE DRILLING MARINE DRILLING	1/1/2018	\$33.87	\$7.63	\$2.35	\$0.95	\$0.00	\$44.80
BOAT CAPTAIN / Over 1,000 hp MARINE DRILLING MARINE DRILLING	1/1/2018	\$38.06	\$7.63	\$2.35	\$1.25	\$0.00	\$49.29
CORE DRILLER MARINE DRILLING MARINE DRILLING	1/1/2018	\$31.43	\$7.63	\$2.25	\$0.65	\$0.00	\$41.96
CORE DRILLER HELPER MARINE DRILLING MARINE DRILLING	1/1/2018	\$28.47	\$7.63	\$2.35	\$0.65	\$0.00	\$39.10
DRILLER MARINE DRILLING MARINE DRILLING	1/1/2018	\$39.70	\$7.63	\$2.35	\$1.25	\$0.00	\$50.93
ENGINEER MARINE DRILLING MARINE DRILLING	1/1/2018	\$39.69	\$7.63	\$2.25	\$1.25	\$0.00	\$50.82
HELPER MARINE DRILLING MARINE DRILLING	1/1/2018	\$34.24	\$7.63	\$2.35	\$0.65	\$0.00	\$44.87
MACHINIST MARINE DRILLING MARINE DRILLING	1/1/2018	\$38.88	\$7.63	\$2.35	\$0.95	\$0.00	\$49.81
OILER - MARINE DRILLING MARINE DRILLING MARINE DRILLING	1/1/2018	\$34.24	\$7.63	\$2.35	\$0.65	\$0.00	\$44.87
TUG DECKHAND MARINE DRILLING MARINE DRILLING	1/1/2018	\$27.61	\$7.63	\$2.35	\$0.65	\$0.00	\$38.24
WELDER MARINE DRILLING MARINE DRILLING	1/1/2018	\$38.88	\$7.63	\$2.35	\$0.95	\$0.00	\$49.81

**Op Eng Marine (Dredging Work)**

<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>
BOAT OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$29.26	\$7.63	\$2.35	\$0.95	\$0.00	\$40.19
CERTIFIED WELDER OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$31.09	\$7.63	\$2.35	\$1.25	\$0.00	\$42.32
CHIEF WELDER/ CHIEF MATE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$33.02	\$7.63	\$2.35	\$1.25	\$0.00	\$44.25
DERRICK / SPIDER / SPILLBARGE OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$33.02	\$7.63	\$2.35	\$1.25	\$0.00	\$44.25
DRAG BARGE OPERATOR / WELDER / MATE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$30.24	\$7.63	\$2.35	\$0.95	\$0.00	\$41.17
ENGINEER / ELECTRICIAN OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$33.02	\$7.63	\$2.35	\$1.25	\$0.00	\$44.25
LICENSED BOAT OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$33.02	\$7.63	\$2.35	\$1.25	\$0.00	\$44.25
LICENSED TUG OPERATOR OVER 1000HP OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$38.18	\$7.63	\$2.35	\$1.25	\$0.00	\$49.41
MAINTENANCE ENGINEER OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$33.03	\$7.63	\$2.35	\$1.25	\$0.00	\$44.26
OILER - MARINE DIVISION OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$24.30	\$7.63	\$2.35	\$0.65	\$0.00	\$34.93
OPERATOR / LEVERMAN OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$38.18	\$7.63	\$2.35	\$1.25	\$0.00	\$49.41
RODMAN / SCOWMAN OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$24.30	\$7.63	\$2.35	\$0.65	\$0.00	\$34.93
SHOREMAN / DECKHAND OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS - MARINE DIVISION	10/1/2017	\$24.30	\$7.63	\$2.35	\$0.65	\$0.00	\$34.93

**Outside Electrical**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CABLE TECHNICIAN (Power Zone)	8/31/2025	\$36.55	\$10.75	\$1.10	\$1.00	\$0.00	\$49.40
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$38.13	\$11.00	\$1.14	\$1.00	\$0.00	\$51.27
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$39.65	\$11.25	\$1.19	\$1.00	\$0.00	\$53.09
For apprentice rates see "Apprentice- LINEMAN"							
CABLEMAN (Underground Ducts & Cables)	8/31/2025	\$51.78	\$10.75	\$1.55	\$10.71	\$0.00	\$74.79
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$54.02	\$11.00	\$1.62	\$11.14	\$0.00	\$77.78
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$56.17	\$11.25	\$1.69	\$11.57	\$0.00	\$80.68
For apprentice rates see "Apprentice- LINEMAN"							
DRIVER / GROUNDMAN CDL	8/31/2025	\$42.64	\$10.75	\$1.28	\$10.45	\$0.00	\$65.12
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$44.49	\$11.00	\$1.33	\$10.80	\$0.00	\$67.62
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$46.26	\$11.25	\$1.39	\$11.15	\$0.00	\$70.05
For apprentice rates see "Apprentice- LINEMAN"							
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	8/31/2025	\$33.51	\$10.75	\$1.01	\$1.00	\$0.00	\$46.27
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$34.95	\$11.00	\$1.05	\$1.00	\$0.00	\$48.00
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$36.64	\$11.25	\$1.09	\$1.00	\$0.00	\$49.98
For apprentice rates see "Apprentice- LINEMAN"							
EQUIPMENT OPERATOR (Class A CDL)	8/31/2025	\$51.78	\$10.75	\$1.55	\$14.79	\$0.00	\$78.87
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$54.02	\$11.00	\$1.62	\$15.22	\$0.00	\$81.86
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$56.17	\$11.25	\$1.69	\$15.65	\$0.00	\$84.76
For apprentice rates see "Apprentice- LINEMAN"							
EQUIPMENT OPERATOR (Class B CDL)	8/31/2025	\$45.69	\$10.75	\$1.37	\$11.27	\$0.00	\$69.08
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$47.66	\$11.00	\$1.43	\$11.65	\$0.00	\$71.74
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$49.56	\$11.25	\$1.49	\$12.03	\$0.00	\$74.33
For apprentice rates see "Apprentice- LINEMAN"							
GROUNDMAN	8/31/2025	\$33.51	\$10.75	\$1.01	\$1.00	\$0.00	\$46.27
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$34.95	\$11.00	\$1.05	\$1.00	\$0.00	\$48.00
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$36.34	\$11.25	\$1.09	\$1.00	\$0.00	\$49.68
For apprentice rates see "Apprentice- LINEMAN"							
GROUNDMAN -Inexperienced (<2000 Hrs.)	8/31/2025	\$27.41	\$10.75	\$0.82	\$1.00	\$0.00	\$39.98
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$28.60	\$11.00	\$0.86	\$1.00	\$0.00	\$41.46
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$29.74	\$11.25	\$0.89	\$1.00	\$0.00	\$42.88
For apprentice rates see "Apprentice- LINEMAN"							
JOURNEYMAN LINEMAN	8/31/2025	\$60.92	\$10.75	\$1.83	\$18.00	\$0.00	\$91.50
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$63.55	\$11.00	\$1.91	\$18.50	\$0.00	\$94.96
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$66.08	\$11.25	\$1.98	\$19.00	\$0.00	\$98.31

<b>Apprentice: JOURNEYMAN LINEMAN</b>							
<b>Effective Date: 8/31/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate



**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.

SUPPLEMENTARY CONDITIONS

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## SUPPLEMENTARY CONDITIONS

### PART II - STATE AND LEGAL GOVERNMENT PROVISIONS

State and Local Government provisions included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and our provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

1.0 State Government Provisions were current as of March 6, 2019.

1.1 Contractor and Owner agree that the following provisions of the Commonwealth of Massachusetts apply to the work to be performed under this Contract, and that these provisions supersede any conflicting provisions of said Contract.

1.1.1 CHAP. 30 M.G.L, SECTION 39F

Construction contracts; assignment and subrogation; Subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) 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 or which is to be 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 subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The 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 subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement 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 labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for 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 from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (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.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine 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 awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right

to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

#### 1.1.2 CHAP. 30 M.G.L. SECTION 39G

Completion of public works; semi-final and final estimates; payments; extra work; disputed items

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of

payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided,

that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

### 1.1.3 CHAP. 30 MGL SECTION 39K

#### Public building construction contracts; payments

Section 39K. Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate

for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

Contracts for construction and materials; manner of awarding

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation,

demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

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 person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications 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 therefor, 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, in the opinion of the awarding authority: (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 name or described materials.

(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) 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; (3) who shall certify 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; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

#### 1.1.5 CHAP. 30 MGL SECTION 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and 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 and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

### 1.1.6 CHAP. 30 MGL SECTION 39O

Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

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 and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(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 or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided 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 twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

### 1.1.7 CHAP. 30 MGL SECTION 39P

Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

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

1.1.8(a) CHAP. 30 MGL SECTION 39R

Definitions; contract provisions; management and financial statements; enforcement

(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 sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for 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, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or 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 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 declination 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 he has made and sets forth his 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 the 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 thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, 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 office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his 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 description the date of the change and reasons therefor, 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 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 commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such 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 commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance 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 and 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).

### 1.1.9 CHAP. 149 MGL SECTION 25

#### Lodging, board and trade of public employees; statute part of employment contract

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 therefor, 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.

### 1.1.10 CHAP. 149 MGL SECTION 26

#### Public works; preference to veterans and citizens; wages

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, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or sub-contracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

1.1.11 CHAP. 149 MGL SECTION 34

Public contracts; stipulation as to hours and days of work; void contracts

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, sub-contractor 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 forty-eight 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; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

1.1.12 CHAP. 149 MGL SECTION 34A

Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

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 the 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 cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee,

trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

1.1.13 CHAP. 149 MGL SECTION 34B

Contracts for public works; wages for reserve police officer

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 in such city or town.

1.1.14 CHAP.149 MGL SECTION 44A

(1) The words defined in this section shall have the meaning set forth below whenever they appear in sections forty-four A through forty-four H, inclusive, of this chapter unless indicated otherwise or unless the context in which they are used clearly requires a different meaning.

"Commissioner", means the commissioner of the division of capital asset management and maintenance or his designee.

"Public Agency" means a department, agency, board, commission, authority, or other instrumentality of the commonwealth or political subdivision of the commonwealth, or two or more subdivisions thereof but not including the Massachusetts Bay Transportation Authority;

"Responsible" means demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of this chapter;

"Eligible" means able to meet all requirements for bidders or offerors set forth in sections forty-four A through forty-four H of this chapter and not debarred from bidding under section forty-four C of this chapter or any other applicable law, and 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 on the work.

"Modular Building", a pre-designed building or units of a pre-designed building assembled and equipped with internal plumbing, electrical or similar systems prior to movement to the site where such units are attached to each other and such building is affixed to a foundation and connected to external utilities; or any portable structure with walls, a floor, and a roof, designed or used for the shelter of persons or property, transportable in one or more sections and affixed to a foundation and connected to external utilities.

"Procurement", buying, purchasing, or otherwise acquiring and installing a modular building, and all functions that pertain to the acquisition and installation of a modular building, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Proprietary environmental technology systems", systems, in the town of Nantucket, including solid waste related equipment, supporting structures, and buildings, designed, manufactured, and produced under exclusive individual right to sell such product, pertaining to solid waste related environmental protection or remediation. Such systems shall include, but not be limited to, sequential, turnkey, construction management, design/build procurement, and the phasing of such procurement, including approval of design and construction stages as separate or combined phases.

(A) Every contract or procurement for the construction, reconstruction, installation, demolition, maintenance or repair of a building by a public agency estimated to cost less than \$10,000 shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The public agency shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. A public agency that utilizes a vendor on a statewide contract procured through the operational services division of the commonwealth, or a blanket contract procured by the public agency pursuant to this subsection, shall be deemed to have obtained the contract through sound business practices.

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph. A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.

(C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$50,000 but not more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read in accordance with the procedure set forth in said section 39M of said chapter 30. The term "pumping station" as used in this section shall mean a building or other structure which houses solely pumps and appurtenant electrical and plumbing fixtures.

(D) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.

(E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section 7E of chapter 29, the awarding authority responsible for procuring construction services for the project shall follow the policies and procedures of this section and of section 44B to 44H, inclusive, to the extent compatible with the mode of construction procurement selected.

(F) Notwithstanding paragraph (E), a public agency may undertake the procurement of modular buildings, in accordance with section 44E. A public agency may procure site work for modular buildings, including but not limited to, construction of foundations, installations, and attachment to external utilities, or any portion of site work, either in combination with the procurement of modular buildings pursuant to section 44E or on the basis of competitive bids pursuant to the paragraph (E). Notwithstanding the paragraph (E), a public agency may procure energy management services in accordance with section 11C of chapter 25A and regulations promulgated thereunder.

(G) Every contract by a state agency or state assisted contract for design, construction, reconstruction, installation, demolition, maintenance or repair shall set forth the participation goals of minority and women workers to be employed on each such contract and the processes and procedures to ensure compliance with those workforce participation goals, including reporting and enforcement provisions.

(3) The award of every such contract in connection with which approval by an officer, board or agency of the federal government is required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after such approval; and the award of every contract subject to this section in connection with which approval by an officer, board or agency of the federal government is not required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids therefor. If the bidder selected as the general contractor fails to perform his agreement to execute a contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials or payment bond as stated in his bid in accordance with section forty-four E, an award shall be made to the next lowest responsible and eligible bidder, subject to the provisions of sections forty-four A to forty-four H, inclusive, of this chapter. The thirty-day time limit shall not be applicable to a second or subsequent award made after expiration of the time limit with the consent of said next lowest responsible and eligible bidder, and made because the original award made within the time limit was invalid, or

because the bidder failed to execute the contract or to provide a performance bond and labor and materials or payment bond.

(4) In cases of extreme emergency, the awarding authority may, with the prior approval of the commissioner, award a contract for that portion of the work necessary to preserve the health or safety of persons or property or to alleviate an imminent security threat on the basis of such competitive bids or proposals as it can obtain in time to care for the extreme emergency and without public opening of the bids or proposals.

Where the nature of the emergency prevents the awarding authority from obtaining the prior approval of the commissioner, the awarding authority may contract for the necessary work without said prior approval; provided, however, that the approval of the commissioner shall still be sought at the earliest possible time; and provided, further, that if the commissioner at that time fails to approve the emergency determination the awarding authority shall promptly cease all work for which the emergency determination was denied. In such cases, the contractor shall be entitled to payment for the fair value of the labor and materials furnished prior to cessation of the work.

The commissioner shall maintain a record of all contracts awarded pursuant to this subsection, containing a description of the circumstances and the reasons for the commissioner's determination.

(5) (a) Notwithstanding the provisions of this section or any other general or special law to the contrary, a municipality may enter into a contract for proprietary environmental technology systems as defined in subsection (1) of this section without said contract being subject to the competitive bid process as set forth in sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven; this section and sections forty-four B to forty-four H, inclusive, of this chapter, and section thirty-nine M of chapter thirty; provided that the awarding authority meets the conditions set forth and receives the approvals required in paragraph (b) of this subsection.

(b) Prior to the issuance of any request for proposal with respect to the awarding of any contract pursuant to the provisions of paragraph (a) of this subsection, the awarding authority shall meet or obtain each of the following conditions or required approvals: (1) the municipality shall appoint qualified persons to conduct a thorough review of all available environmental technology, including both proprietary and non-proprietary environmental technology, and if the conclusion of this review is that a contract for proprietary environmental technology systems is in the public interest, such conclusion shall be supported by sound documented reasons in writing available for public inspection; (2) the city council, the board of selectmen, or the town meeting shall take a majority vote finding that it is in the public interest to enter into a contract for proprietary environmental technology systems, as defined in subsection (1) of this section, providing such vote is supported by the conclusion of the review conducted pursuant to condition (1); (3) both the attorney general and the commissioner of the department of environmental protection shall grant written approval; (4) said contract shall be subject to any limitation in the waiver of sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and forty-nine, and section thirty-nine M of chapter thirty imposed by either the attorney general or the commissioner of the department of environmental protection as a condition for a grant of approval by said officers; and (5) every proprietary environmental technology systems contract shall be as compatible with sections thirty-eight A to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and forty-nine, and section thirty-nine M of chapter thirty as is feasible for the procurement of the proprietary environmental technology systems chosen.

1.1.15 CHAP.149 MGL SECTION 44G(D)

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.

## INSURANCE CERTIFICATION FORM

This form is to be completed by an authorized representative of each insurance company providing coverages, to verify that contract insurance requirements are provided.

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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### WORKMAN'S COMPENSATION (Contractor as Insured)

SC 5.4	Workman's Compensation	_____	# _____	\$ _____	_____
SC 5.4	Employer's Liability	_____	# _____		
	a. Each Accident			\$ _____	_____
	b. Disease Policy Limit			\$ _____	_____
	c. Disease Each Employee			\$ _____	_____

### COMMERCIAL GENERAL LIABILITY (Contractor as Insured, Owner and Engineer as Additional Insured)

SC 5.4	General Liability	_____	# _____		
	a. General Aggregate			\$ _____	_____
	b. Each Occurrence			\$ _____	_____
	1. Premises/Operations			\$ _____	_____
	2. Products/Completed Operation			\$ _____	_____
	3. Contractual			\$ _____	_____
	4. Independent Contractors			\$ _____	_____
	5. Broad Form Property Damage			\$ _____	_____
	6. Personal Injury			\$ _____	_____
	7. Medical Expense			\$ _____	_____
	8. XCU			\$ _____	_____

### AUTOMOTIVE LIABILITY (Contractor as Named Insured)

a.	Combined Single Limit	_____	# _____	\$ _____	_____
	1. Scheduled Autos			\$ _____	_____
	2. Hired Autos			\$ _____	_____
	3. Non Owned Autos			\$ _____	_____

INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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**EXCESS UMBRELLA LIABILITY**

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

**INSTALLATION FLOATER**

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	Installation Floater	_____	# _____	\$ _____	_____

**BUILDER'S ALL RISK**

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	All Risk	_____	# _____	\$ _____	_____

**OWNER'S PROTECTIVE LIABILITY**

(Owner and Engineer as Named Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____

I hereby certify that the information contain herein is accurate to the best of knowledge.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED TITLE

TOWN OF NATICK, MASSACHUSETTS  
SELECT BOARD

CHANGE ORDER FORM

Original Contract Price \$ \_\_\_\_\_  
Previous Change Orders # \$ \_\_\_\_\_  
Present Contract Price \$ \_\_\_\_\_  
This Change Order # Increase/Decrease \$ \_\_\_\_\_  
  
Total Adjusted Contract Price \$ \_\_\_\_\_

This Change Order changes the time of completion by \_\_\_\_\_ calendar Days.

The extended completion date is \_\_\_\_\_

This Change Order checked by \_\_\_\_\_  
Engineer Date

This Change Order requested by \_\_\_\_\_

This Change Order prepared by \_\_\_\_\_  
Engineer

The undersigned agree to the terms of the Change Order.

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in the amount sufficient to cover the total cost of this Change Order is available.

\_\_\_\_\_  
Town Accountant Date

Change Order Form (continued)

Public Entity \_\_\_\_\_

Project Number \_\_\_\_\_

Contract Number: \_\_\_\_\_

Change Order Number: \_\_\_\_\_

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

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Description of Change

Reason for Change

## Example Calculation Sheet

(1)	Labor			
	Foreman	10 hrs @ \$45.00/hr.	\$	450.00
	Engineer	10 hrs @ 35.00/hr.		350.00
	Operator	10 hrs @ 40.00/hr.		400.00
	Laborers	24 hrs @ 28.00/hr.		672.00
				\$ 1,872.00
(2)	Direct Labor Cost (use the agreed upon Direct Labor Cost) *(30) % of \$1,872 *(used for example purposes only)			561.60
(3)	Materials & Freight			
	150 l.f. of 12" pipe @ \$15.00/l.f.	\$2,250.00		
	15 v.f. precast SMH	2,500.00		
	Freight (slip # Enclosed)	110.00		
				4,860.00
(4)	Equipment			
	1 Backhoe 10 hrs @ \$140.00/hr.	\$1,400.00		
	1 Truck crane 10 hrs @ \$180.00/hr.	1,800.00		
				- 3,200.00
	Total items 1 through 4)			\$ 10,493.60
(5)	15% markup for Overhead, Profit			
	15% of \$10,493.60			\$ 1,574.04
(6)	5% markup for General Contractor (if Subcontractor is involved)			
	5% of \$10,493.60			524.68
(7)	Credits deductible			- 323.00
		Total Cost		\$ 12,269.32

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculations, Blue Book equipment rental rate printouts, photographs, reports, etc.

**DIVISION 1 – GENERAL REQUIREMENTS**

**SECTION 01010**  
**SUMMARY OF WORK**

**PART I – GENERAL**

1.01 INTENT OF THE WORK

The Work at Charles River Dam at South Natick is intended to remove the concrete spillway (including fish ladder) from the dam to permanently resolve the safety and liability concerns with maintaining a High hazard dam and restore the Charles River within the impoundment area to enhance natural processes and improve climate resilience. By removing this feature, the Charles River will be able to flow unimpeded through the former dam site and the dam will no longer meet the regulatory definition of a dam as regulated by the Office of Dam Safety (i.e., remaining portions of the dam embankment will be non-jurisdictional).

Once the spillway is removed, the impoundment area will be allowed to naturalize and establish geomorphically stable banks. The Project proposes to allow for passive release of sediments downstream. As the channel establishes, the overbank area will be allowed to naturalize from the existing seedbank. During and following dam removal, the impoundment area will be monitored, and adaptive management of vegetation will occur to limit the establishment of non-native species.

The Contractor is referred to the Contract Drawings, which along with these Technical Specifications, define the required work.

1.02 LOCATION OF THE WORK

Charles River Dam at South Natick is located off Mill Lane on the Charles River in the Town of Natick, Middlesex County, Massachusetts. The dam is located at Latitude 42.2715°N and Longitude 71.3158°W, approximately 170 feet upstream of Pleasant Street Bridge. The earthen embankment and right spillway training wall is accessed via Pleasant Street. Access to left abutment and spillway training wall is adjacent to Mill Lane through a park area.

The Contract Drawings specifically delineate the project area, including staging and lay-down areas for the Contractor, as well as areas not to be disturbed. The Contractor shall be strictly monitored for compliance with these boundaries. Proper environmental and housekeeping procedures by the Contractor are of the highest priority, as required by the environmental permits secured for the Work.

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### 1.03 DESCRIPTION OF THE SITE

The Charles River Dam consists of an approximately 14-foot-high earthen embankment dam on the right bank of the river with an approximately 7-foot-high run-of-the-river concrete ogee-shaped, curved spillway left of the embankment. The embankment portion of the dam is about 200 feet long and its top width is generally about 20 to 30 feet wide. The upstream and downstream embankment slopes are vegetated, including mature trees, and sloped at about three foot horizontal to one-foot vertical (3H:1V). A vertical, mortared stone masonry wall comprises portions of the downstream face of the embankment adjacent to the spillway's left abutment.

The spillway is an approximately 130-foot long uncontrolled, concrete ogee weir and has a curved (upstream) horizontal alignment. The spillway has stone masonry training walls upstream and downstream. There are no nappe breakers on the spillway. Flow is conveyed beneath Pleasant Street about 170 feet downstream via a series of stone masonry arch openings. The remnants of a Denil-type concrete fishway are located at the right side of the spillway.

A concrete low-level outlet structure is located to the right of the spillway. The outlet structure contains two approximately 4-foot-wide by 6-foot-high spigot type, cast iron slide gates located at the base of the concrete outlet structure immediately to the right of the spillway. Discharge from the low-level outlet is directly into the downstream river channel. The Rodney Hunt gate operators are located on top of the concrete outlet structure above the gate.

Remnants of a separate low-level sluiceway outlet are located at the downstream toe of the earth embankment portion of the dam approximately 150 feet from the right abutment. The outlet headwall is stone masonry and has been plugged. According to the 1934 Fay, Spofford & Thorndike, Inc., (FST) Drawings made available to GZA, this abandoned outlet consisted of a 12-inch-diameter cast iron pipe encased in 4-inch-thick concrete that discharged to a 5-foot-wide weir chamber. An apparently abandoned sluiceway channel from this outlet meanders generally parallel to Pleasant Street along the toe of the dam to the main river channel. During periods of elevated flow, the channel is filled with backwater from the river. No intake structure was observable upstream of this outlet.

The grounds on the dam to the right of the spillway and adjacent to the dam left of the spillway are publicly accessible park areas which appear to be well-used. Park benches are present on the left abutment and benches are present on the top of the earth embankment portion of the dam, right of the spillway.

Based on previously-performed Phase I dam safety inspections performed by GZA, Charles River Dam at South Natick is judged to be in POOR condition. Key safety deficiencies currently observed at Charles River Dam at South Natick include: numerous mature trees and woody shrubs throughout the earthen embankment on the right side of spillway; a fallen tree on the right earthen embankment downstream slope; minor erosion with exposed tree roots on the top of the embankment and parts of the downstream slope, likely resulting from pedestrian traffic; minor leakage through the blocked, abandoned outlet at the downstream toe of the earth embankment near the right abutment; minor scarping and some erosion at the waterline at the upstream slope of the earth embankment; deteriorated cast-in-place concrete with cracked, spalled, and misaligned sections associated with the low training wall upstream of the left spillway abutment; some loose and missing stones and mortar at the stone masonry spillway training walls on both left and right sides of the spillway discharge channel (Charles River); tree/vegetation growth within joints of the left and right stone masonry spillway training walls; slight lean toward the river of the low retaining wall on the right side of the spillway discharge area and loss of ground/ground subsidence behind the wall; deteriorated cast-in-place concrete with cracked, chipped, and spalled sections associated with the low-level outlet slide gate structure on the right spillway abutment; erosion/minor void in the concrete along the left side of the outside concrete wall of the outlet structure at waterline; inoperable slide gates at the outlet works; and missing upstream warning buoy to deter boats/canoes approaching the spillway.

The dam is classified as an Intermediate size, High Hazard (Class I) potential dam, meaning that failure of the dam will likely cause loss of life and serious damage to downstream properties and infrastructure. The proposed project involves dam decommissioning through partial breaching of the dam and river restoration. The Massachusetts Department of Conservation and Recreation (DCR) Office of Dam Safety (ODS) issued a Certificate of Non-Compliance and Dam Safety Order on September 1, 2022. The ODS stated that the dam has been determined to be “Structurally Deficient” and in “Poor” condition. The ODS ordered the Owner to bring the dam into compliance through repair, breach, or removal of the structure.

#### 1.04 GENERAL SCOPE OF THE WORK

The primary Work of this Project will consist of, but not be limited to: mobilization to the Site; installation of ground surface and tree protection in the staging area and access route from Grove Park; installation of erosion and sedimentation controls within upland areas; opening of low-level slide gates at the outlet structure to draw down the impoundment; installation and protection of temporary bypass pipe or culvert to convey flow through low-level outlet structure during construction; placement of boulder fill along upstream face of spillway to provide temporary construction access; demolition of concrete spillway, apron, and fishway beginning from the left working back toward the right bank and access location; removal of temporary boulder fill and bypass pipe or

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culvert; close gates to restore no flow condition; removal of access road protection and restoration of surface disturbance; removal of erosion and sedimentation controls; and demobilization.

Following the dam removal, the former impoundment area will be monitored by the Town staff and/or their third party contractor, and as required by applicable permit conditions. During this phase, adaptive management measures will be implemented to manage invasive species populations and address excess erosion, should it occur. As a component of the construction contract, and in compliance with Section 401 Water Quality Certification approval, pre-determined downstream locations will be monitored for sediment accumulation

#### 1.05 ENVIRONMENTALLY SENSITIVE WORK

The Contractor is informed that the Work of the Project is within and around environmentally sensitive areas. The Contract Drawings specifically delineate staging and lay-down areas for the Contractor, as well as areas not to be disturbed. The Contractor shall be strictly monitored for compliance with these boundaries. Proper environmental and housekeeping procedures by the Contractor are of highest priority.

The Contractor is, therefore, strongly urged to become intimately familiar with access and other issues at the dam to better develop a comprehensive work plan and a more informed bid. The Contractor is encouraged to spend as much time as is needed at the Site to develop an understanding of the location and the proposed Work.

#### 1.06 SPECIAL PROVISIONS

The Contractor is hereby notified that the Work of this Contract involves construction on an existing dam. As such, a number of special provisions will be necessary for the successful completion of the Work. Such provisions shall include, but not be limited to the following:

##### A. Protection of Existing Property

During the performance and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the property of the Site Owner, the Town of Natick, and abutting residences/properties, from loss, damage or destruction resulting from his/her Subcontractor's operations under this Contract.

**The Contractor shall perform pre- and post-construction surveys (photograph and video) of structures at the following addresses:**

- 56 Eliot Street
- 57 Eliot Street

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- 61 Eliot Street
- 63 Eliot Street
- 65 Eliot Street
- 69 Eliot Street
- 68 Eliot Street
- 70 Eliot Street
- 17 Pleasant Street
- 6 Pleasant Street
- 8 Pleasant Street

B. Water Control

The Contractor shall expect a wide range of near continuous flow of water through the River channel. It is the Contractor's sole responsibility for the control of water in and around the work areas. Certain assistance may be available in limited aspects of water control, as described elsewhere in the Specifications. Refer to Section 01565.

Water control shall include, but not be limited to, limited lowering the impoundment, water diversion, control of surface water, control of seepage and groundwater, etc. The Contractor shall have contingency plans in place to deal with potential flooding events that may occur during the execution of the Work.

The Contractor shall take no action that results in increased upstream flooding (higher water surface elevations) or downstream flooding (higher peak discharge), in particular during initial dewatering.

C. Sediment and Erosion Control

Sediment and erosion control measures shall be deployed during construction as required by environmental permits and otherwise depicted on the drawings. Such measures shall be deployed both upstream and downstream of the dam.

The Contractor shall perform all work required to provide, install, maintain, and remove siltation and sediment control measures necessary to protect resource areas from siltation, sedimentation, or siltation damage or damage from other by-products of the Work.

D. Site Access Control

The Work of the Contract shall include all necessary measures to exclude pedestrians and recreational users from the construction area. This shall include the provision of appropriate fencing, gates, signage, and flaggers, as needed.

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Such users shall also be protected from construction traffic in areas when construction vehicles are entering or exiting the job site. The Contractor shall coordinate with the Owner regarding ongoing normal business operations at the Site by the by the Owner, including vehicle traffic and loading, unloading, and storage of equipment and materials by the Owner in the park area adjacent to the Worksite.

#### 1.07 ARRANGEMENT OF PROJECT MANUAL

- A. The Project Manual consists of several major parts; Bid Documents, Contract Documents (including Supplemental General Conditions, Special Conditions, and other related Documents), Technical Specifications, and Project Plans. All information is contained in a single electronic volume.
- B. The Supplemental General Conditions contains information in addition to the Standard Conditions which governs the Work. The Special Conditions and the Specifications modify and supplement these with detailed requirements for the Work.

#### 1.08 DESCRIPTION OF WORK

- A. Project Identification: The name of the project is: Charles River Dam at South Natick Dam Decommissioning and River Restoration Project, Natick, Massachusetts.
- B. The Project Owner is The Town of Natick, Massachusetts.
- C. The Site Owner is The Town of Natick, Massachusetts.
- D. The terms “Construction Engineer”, “Engineer”, “Owner’s Consultant”, and “Owner’s Representative” shall all be considered synonymous for the purposes of reference only within this contract and shall refer to the Project Design Engineer GZA GeoEnvironmental, Inc. of Norwood, Massachusetts.

### **PART 2 – PRODUCTS**

Not Used.

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## **PART 3 - EXECUTION**

### **3.01 SUMMARY OF WORK**

The Work required by the Contract Drawings and Specifications shall include furnishing all labor, skill, supervision, tools, construction plant, equipment and materials and performing all operations necessary for the proper completion of the Contract Work as shown on the Plans and Specifications, and as required by the Owner and/or Construction Engineer. The Work shall generally consist of, but not be limited to, the following:

1. Mobilize to the Site and deploy temporary sediment and erosion controls associated with the entire project, including perimeter erosion and sediment control barriers, turbidity curtain, and other BMPs. Note that some BMPs may not be able to be deployed until impoundment drawdown has been accomplished.
2. Coordinate with owner's representative regarding selection of limited number of trees (if any) to be cleared and removed to provide site access needed for the execution of the Work. No tree removal may begin until mutual agreement between the owner and the contractor has been obtained and approval has been granted by the conservation commission. Remove stumps only from areas where excavation will occur. Topsoil to remain to the extent possible.
3. Notify owner, engineer, and conservation commission, schedule and conduct site walk to inspect sediment and erosion control measures and trees marked for selective clearing. Modify sediment and erosion control measures as required. Work may proceed once approval has been granted from the conservation commission. Discuss water control strategy.
4. Coordinate with Town and Engineer a minimum of 72 hours before any drawdown. Begin controlled drawdown of the impoundment as per the water control plan. Use existing low-level outlet.
5. Install and protect temporary bypass pipe or culvert to convey flow through low-level outlet structure during construction.
6. Install temporary haul road on upstream side of spillway to provide temporary construction access;
7. Demolish concrete spillway, apron, and fishway beginning from the left working back toward the right bank and access location;
8. Establish navigable low-flow channel through spillway breach zone, as necessary;
9. Remove temporary haul road and bypass pipe or culvert;
10. Close gates to restore no flow condition;
11. Remove access road protection, restore and seed all remaining disturbed areas. Provide temporary stabilization to all seeded areas.
12. Remove equipment and temporary facilities. Complete all other site stabilization.

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13. Notify owner, engineer, and conservation commission of final stabilization. Schedule and conduct site inspection. Make adjustments as required.
14. Upon approval by conservation commission, remove perimeter erosion control barriers. Note that compost filter socks by be dispersed in place.
15. Complete demobilization.

### 3.02 OBSERVATION BY CONSTRUCTION ENGINEER

- A. The Project Owner will employ an Engineer (Construction Engineer, Owner's Representative) to perform full or part-time on-site observation and selected testing during all phases of Work. The services of the Construction Engineer will include, but not be limited to, the following:
  1. Observation during installation of erosion controls, and related water and sediment controls.
  2. Observation of vegetative/tree clearing and stump removal.
  3. Observation of impoundment drawdown.
  4. Observation of bypass pipe/culvert installation
  5. Observation of concrete spillway demolition.
  6. Observation of site clean-up and demobilization.
- B. During the course of construction, the Construction Engineer will advise the Project Owner and Contractor in writing, if at any time the work does not, in the opinion of the Construction Engineer, conform to the plans and specifications.
- C. The Construction Engineer's presence does not include supervision or direction of the actual work by the Contractor, his/her employees, or agents. Neither the presence of the Construction Engineer or Project Owner, nor any observations and testing performed by him/her, or any notice or failure to give notice, shall excuse the Contractor from defects discovered in his/her work.

## **PART 4 – MEASUREMENT AND PAYMENT**

### 4.01 GENERAL

- A. No separate measurement or payment will be made for this section. See specific sections of this Specification for payment provisions.

**\*\*\*END OF SECTION\*\*\***

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**SECTION 01050  
FIELD ENGINEERING**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. The Contractor shall be responsible for all civil, structural, or other professional engineering services specified or required to execute Contractor's construction methods.
- B. The Contractor shall be responsible for survey work necessary for the execution of the Work and construction of final conditions, including but not limited to the following:
  - 1. The Contractor shall layout all work and establish lines and grades for the project. The Contractor shall verify all existing lines, levels, dimensions, and existing conditions indicated on the Drawings and shall report all inconsistencies to the Engineer prior to commencing work, ordering materials or equipment. Contractor shall be responsible for staking easements.
  - 2. The Contractor shall be responsible for establishing elevations, lines, levels, reference marks, batter boards, etc.
  - 3. The Contractor shall locate and protect any survey control and reference points provided by the Owner and as identified on the Contract Drawings.
  - 4. Vertical datum for this project shall be the North Geodetic Vertical Datum of 1929 (NGVD29).

1.02 QUALIFICATIONS OF CONTRACTORS SURVEYOR AND ENGINEER

- A. The Contractor shall retain a land surveyor, licensed in the Commonwealth of Massachusetts, to layout and establish the critical lines and grades, elevations and locations of new construction and prepare the as-built plan.
- B. Submit name and address of surveyor and professional engineer to the Owner's Consultant.

1.03 LINES, GRADES AND MEASUREMENTS

- A. The Contractor's engineer or surveyor shall provide field engineering services. Establish elevations, lines, levels, reference marks, batter boards, etc., utilizing recognized engineering survey practices needed by the Contractor during the progress of the Work, and from time to time to verify such marks by instrument or other

**01050-1**

appropriate means.

- B. The Contractor shall submit a certificate signed by the Professional Engineer or Land Surveyor registered in the Commonwealth of Massachusetts that the elevations and locations of the Work are in conformance with the Contract Documents.
- C. The Resident Engineer and the Owner shall be permitted and allowed unobstructed access at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire Work.
- D. The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of and the prevention of misfittings in the Work.
- E. The Contractor shall provide stationing corresponding to the drawings over the dam crest or at other locations acceptable to the Owner.
- F. Establish a minimum of one permanent benchmark on-site, referenced to data established by survey control points.
  - 1. Record locations, with horizontal and vertical data, on Project Record Documents.

## **PART 2 – PRODUCTS**

Not Used.

## **PART 3 – EXECUTION**

Not Used.

## **PART 4 - MEASUREMENT AND PAYMENT**

No measurement shall be made of any work performed under this section. No separate payment shall be made for any work performed under this section. The cost of any work done or facilities provided under this section shall be included under other bid items within the Contract.

**\* \* \* END OF SECTION \* \* \***

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**SECTION 01060  
REGULATORY REQUIREMENTS**

**PART 1 - GENERAL**

1.01 PERMITS AND LICENSES

No portion of the Work at Charles River Dam at South Natick shall commence until all necessary and required permits have been secured.

- A. A list of permits, licenses, and approvals which have already been secured by the Owner in relation to the Work at the Dam are included in this Section of the Contract Documents. Copies of the permits listed below, along with the required compliance conditions, are also contained herein. The Contractor shall be responsible for adhering to the conditions stipulated in all permits. Additional permits may be forthcoming.

The permits and their required conditions shall be considered part of the Contract Documents. A copy of the permits listed below are attached to the end of this section. The following permits have been applied for and are currently pending with the regulatory agency:

- MEPA Record of Decision;
- Mass. DCR: Chapter 253 Dam Safety Permit; and
- Mass. Historical Commission Approval;
- USACE 404 Permit;
- MWRA 8M Permit;
- Mass DEP 401 Water Quality Certificate / Chapter 91 Permit; and
- WPA Order of Conditions.

- B. The Contractor shall be responsible for obtaining all other necessary permits and shall be responsible for adhering to the conditions stipulated in all permits. A temporary permit (local) may be required for field trailers (if any) and, if so, shall be obtained by Contractor. Copies of all required permits and licenses in possession of the Owner will be forwarded to the Contractor prior to the beginning of the Work. The Contractor shall be responsible for conducting the Work in accordance with all provisions of said permits.

- C. The Contractor shall procure any other required permits, licenses and inspections (except for those to be obtained by the Owner as stated herein), pay all charges, fees, and taxes, and shall give all notices necessary and incidental to the due and lawful prosecution of the Work under this Contract. The cost thereof shall be included in

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the bid prices for the various items specified herein for the Work of this Contract. Copies of all required permits and licenses shall be filed with the Owner prior to the beginning of the Work.

- D. If historical or archeological resources or human remains are encountered, stop work, protect the site and inform the Owner and Engineer. Specific commitments were made regarding potential archeological resources for the project site. An archeological consultant will be contracted by the Engineer for review of the site during specific phases of the construction process. Access for the consultant shall be accommodated by the Contractor.

#### 1.02 ADHERENCE TO PERMIT AND LICENSE CONDITIONS AND REQUIREMENTS

The Contractor shall strictly adhere to all conditions and requirements set forth in the permits and licenses issued in relation to the Work of this Contract. The Contractor shall undertake all incidental work necessary to meet the conditions and requirements of the permits and licenses and shall perform the Work of the Contract in accordance with said conditions and requirements. The cost thereof shall be included in the prices bid for the various items specified herein for the Work of this Contract.

The Contractor shall be solely responsible for monitoring and complying with the conditions and requirements of all permits and licenses. The Contractor shall solely be responsible for any and all penalties, sanctions, and fines that result from non-compliance with the conditions and requirements of all permits and licenses. Neither the Owner nor its Consultant will be held responsible for any penalties which result from Contractor violations of the conditions and requirements of permits and licenses.

It is expected that conditions and requirements contained in permits yet to be issued will substantially conform to the requirements of the plans and specifications and conditions contained in other permits. Therefore, no additional payment will be made for compliance with the conditions and requirements from these yet-to-be-issued permits.

The Contractor shall comply with the following time of year restrictions during the Work of this Contract:

- In-Water Work: No in-water work shall occur from March 15<sup>th</sup> to July 15<sup>th</sup> and from September 1<sup>st</sup> to November 15<sup>th</sup>.
- Tree Removal: No tree-cutting shall occur from April 15<sup>th</sup> to October 31<sup>st</sup>.

#### 1.03 AIR, SOIL, AND WATER POLLUTION AND NOISE CONTROL

The Contractor shall comply with the applicable local, state, and federal regulations pertaining to open burning, dust, odor, construction, and demolition; and his/her attention

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is called to applicable enforcement provisions in regard to these and other pertinent and applicable regulations. The Contractor shall comply with the provisions of the Clean Air Act of 1970, 42USC, Sections 1857- 1857f.

A Sediment and Erosion Control Plan and notes are included within the Contract Drawings. The information contained in the plans, specifications, and notes may be used as the basis for the preparation of any sediment and erosion control plan, but shall be considered the MINIMUM acceptable measures. The final content and responsibility for implementation are the Contractor's alone.

The work of this contract is being conducted at the Charles River Dam at South Natick. The areas in and around the river are used for recreational purposes. The Contractor shall take every precaution to prevent the chemical contamination of soil, groundwater, and river water caused by spilling or leaking of oil, hazardous material, or other chemicals and materials used in the construction operation. The Contractor shall be especially careful not to discharge or spill any oil, grout, concrete, or other contaminants in or onto the waters adjacent to the Work.

Clean-up of such spills, leaks, or other contamination shall be undertaken immediately by the Contractor. The clean-up work shall be done to the satisfaction of the Resident Engineer and the Owner. All spills, leaks, or other contamination shall be immediately reported to both the Resident Engineer and Owner. In the event that such a spill or leak is not cleaned up by the Contractor, the Owner reserves the right to have the spill or leak cleaned up by its own forces or by others and the expense of such removal and disposal will be charged to the Contractor.

All construction-induced or construction-related noise, including but not limited to the use of water pumps and other equipment, shall be performed at such a level as to not create a nuisance to site abutters.

#### 1.04 SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN

The Contractor shall provide the Owner, five (5) working days prior to the commencement of work, a written spill prevention control and countermeasures plan/emergency action plan. This plan shall include, at a minimum, (1) a plan for containing anticipated construction materials to prevent possible spills; (2) full names, telephone numbers and job title of key management personnel including local and state public safety agencies; (3) an inventory of spill mitigation equipment such as sorbent booms, etc. which are to be kept on-site; and (4) standard procedures for containing possible spills.

#### 1.05 HEALTH AND SAFETY

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Health and safety on the Project Site shall be the sole responsibility of the Contractor. The Contractor shall be responsible for monitoring the health and safety practices of his own personnel and those of all subcontractors and material suppliers present on the Site. The Contractor shall be responsible for knowledge of and compliance with all relevant OSHA regulations, as well as all other federal, state, and local laws, ordinances, codes, and regulations pertaining to health and safety.

A general and a site-specific Health and Safety Plan must be prepared by the Contractor and submitted to the Engineer/Owner for informational purposes, and be in place prior to the start of the Work. The Contractor is hereby notified that Owner shall place the utmost importance on the proper planning, execution, and adherence to the Health and Safety Plan and all required general safety procedures. Review of this plan by the Owner and/or its Consultant in no way implies acceptance of responsibility for job site safety by the Owner and/or its Consultant. The Contractor shall be solely responsible for the Contractor's job site safety.

The site-specific Health and Safety Plan shall specifically address fall protection, water safety, and traffic safety, as well as all other areas deemed necessary by the Contractor.

Neither the professional activities of the Site Owner, Project Owner, its Resident Engineer, or its Consultant, nor the presence of the Site Owner, Project Owner, its Resident Engineer, or its Consultant's employees and/or subcontractors will be construed by any party to imply that the Owner, its Resident Engineer, or its Consultant has any responsibility for any Contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the Project Site. With respect to site-safety, the Owner and Engineer will be responsible solely for the on-site activities of its own employees, and this responsibility will not be construed to relieve the Contractor from his obligations to maintain a safe Project Site.

#### 1.06 FLOOD EMERGENCY/RESPONSE PLAN

**As required per the DCR – Office of Dam Safety Chapter 253 Dam Safety Permit, the Contractor is required to prepare and implement a Flood Emergency/Response Plan for the Project. The plan shall be prepared and submitted for review by the Engineer and subsequent submission to the Office of Dam Safety as specified in Section 01565.**

The Contractor's proposed Flood Emergency/Response Plan shall consider the potential for storm emergency conditions (i.e. anticipated heavy rainfall) during the implementation of the project. The Flood Emergency/Response Plan should address, but not to be limited to, measures for pre-storm water releases from the impoundment, handling flooding of the work area, removing equipment and materials from the work area, and special actions during critical or sensitive portions of the Work.

## 1.07 SUBMITTALS

The Contractor shall submit the following documents a minimum of five (5) days prior to the start of work:

1. All applicable permit/approval applications requested to perform the Work at the Site. Copies of all approved permit/approval documentation shall be submitted to the Owner and the Consultant as they are received.
2. Spill Prevention Control and Countermeasures Plan.
3. Health and Safety Plan - **FOR INFORMATION ONLY.**
4. Flood Emergency/Response Plan (may be submitted as part of Water Control Submittals).

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

## **PART 4 - MEASUREMENT AND PAYMENT**

### 4.01 MEASUREMENT

No measurement shall be made of any work performed under this section.

### 4.02. PAYMENT

No separate payment shall be made for any other work performed under this section. The cost of any work done or facilities provided under this section shall be included under other bid items within the Contract.

**\* \* \* END OF SECTION \* \* \***

**01060-5**

MASSACHUSETTS WATER RESOURCES AUTHORITY

PERMIT

8m Permit # 25-08-2413M

06-Nov-25

Town of Natick  
13 East Central Street  
Natick, MA 01760

This Permit is subject to the 8(m) Permit Terms and Conditions, and the 8(m) Permit Special Terms and Conditions, if any, attached hereto and made a part hereof. Permittee agrees that it shall be bound by, and shall comply with, said Terms and Conditions.

**The land is described as follows:**

MWRA Section 632 (Framingham Extension Sewer) between Sta. 72+52 - Sta.70+26 Eliot St. Siphon (structurally lined) as depicted within "Charles River Dam at South Natick Decommissioning and River Restoration Project" prepared by GZA dated January 2025.

**You may use the land for the purpose of:**

The Town of Natick to remove the existing dam along the Charles River approximately 0.15 miles downstream of the Eliot St. Siphon Section 632. Removal of the dam will lower the Charles River water level approximately 7' over the MWRA siphon crossing.

Approved as to Form:  
Massachusetts Water Resources Authority

Approved  
Massachusetts Water Resources Authority

*Christopher John*  
\_\_\_\_\_  
Law Division

\_\_\_\_\_  
Deputy Chief OO, PP&P

This Permit is subject to the 8(m) Permit Terms and Conditions, and the 8(m) Permit Special Terms and Conditions, if any, attached hereto and made a part hereof. Permittee agrees that it shall be bound by, and shall comply with, said Terms and Conditions.

Permittee: *James Erickson* / James Errickson  
\_\_\_\_\_  
Signature Print Name

This Permit shall have no effect until such time as the Authority issues the fully executed original of this Permit.

**Massachusetts Water Resources Authority  
2 Griffin Way  
Chelsea, MA 02150  
Attn: Wastewater Operations - Permitting Department**

### **8(m) PERMIT TERMS AND CONDITIONS**

1. Permittee shall be responsible to stay apprised of and comply with all applicable federal, state and local laws, rules, and orders including, but not limited to, guidelines and requirements for construction sites, and all supplements, amendments and/or changes thereto and notices thereof. Prior to commencing work pursuant to this Permit, Permittee shall have obtained all other required permits, written approval(s) and necessary authorizations to perform the work. Failure to comply with the terms stated herein shall render this Permit null and void by the Authority, and Permittee shall bear all responsibility, liability, damages and costs arising from the Permittee's noncompliance.
2. Permittee's use of the permitted land shall at no time interfere with the Authority's activities or operations on the permitted land. The Authority has the right to review and approve all of the Permittee's work including such plans and specifications, as the Authority deems necessary. Any proposed future work beyond the scope of this Permit shall have the prior written approval of the Authority.
3. To the fullest extent permitted by law, the Permittee shall indemnify, defend with counsel acceptable to the Authority, keep and save harmless the Authority and its board members, officers, representatives, contractors, agents, employees, successors, and assigns, in both their individual and official capacities, against all suits, claims, liabilities, damages, losses (including but not limited to loss of use resulting therefrom) and expenses, including but not limited to attorney's fees, caused by, arising out of or resulting from any work or activity under this Permit and/or act, omission, breach or default of the Permittee or of any contractor, subcontractor or vendor of the Permittee or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
4. The granting of this Permit shall in no way interfere with the rights of the Authority to exercise its existing rights in or over the permitted land. Permittee acknowledges that the Authority, within its sole discretion, may enter upon the permitted land at any time in order to carry out inspections, maintenance, repairs, replacements, or other activities.
5. The Authority may revoke this Permit at any time. The sale or disposition of the permitted land by its owner will cause this Permit to terminate without further notice. Permittee shall give the Authority at least 72 hours notice before commencing the operations as pursuant herein. This Permit shall not be assigned or transferred.
6. No blasting, drilling or other activity that could in any way affect the integrity or operability of the Authority's property or use of the permitted land shall be permitted without express prior written approval of the Authority.
7. The Permittee shall remove, at its own expense, within six months of the date of written notice from the Authority, any or all conduits and appurtenances installed by the Permittee under this Permit if, in the Authority's sole discretion, such removal is necessary for the operation, maintenance or replacement of the Authority's infrastructure.
8. To the fullest extent permitted by law, and in consideration of the issuance of this Permit, Permittee hereby releases the Authority and its board members, officers, representatives, contractors, agents, employees, successors, and assigns, in both their individual and official capacities, from all suits, claims, liabilities, damages, losses (including but not limited to loss of use resulting therefrom) and expenses, including but not limited to attorney's fees, caused by, arising out of or resulting from any work or activity under this Permit and/or act, omission, breach or default of the Permittee or of any

## CONDITIONS (Cont'd)

contractor, subcontractor or vendor of the Permittee or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This release includes, but is not limited to, all suits, claims, liabilities, damages (including, but not limited to, direct, indirect, and consequential damages, economic loss, and loss of profits) and losses which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, together with all attorneys' fees, costs and expenses.

9. The Permittee shall conduct design, construction, and excavation in accordance with all federal, state and local safety regulations, including but not limited to, federal OSHA regulations (29 CFR 1926) and Massachusetts Department of Public Safety regulations (520 CMR 14.00). During construction, Permittee shall take appropriate sheeting and shoring measures to protect the integrity of the Authority's water and/or sewer mains. Permittee shall submit design plans stamped by a professional engineer licensed in Massachusetts to the Authority for approval prior to the start of construction.
10. The Permittee shall adjust any or all Authority frames and covers to grade within the limits of work in accordance with the plans referenced in this Permit. The Authority will provide the Permittee with new replacement Authority frames and covers that have been deemed unusable by the Authority.
11. If the Permittee is proposing to take borings and/or place test pits within the permitted land, the Permittee shall mark the proposed boring and test pit locations on the ground using paint and/or stakes and submit engineering documents to the Authority showing the proposed boring and test pit locations. Authority staff will review all boring and test pit locations at the site. Upon written clearance of the proposed boring and test pit locations by Authority staff and subject to Permittee providing the Authority with seventy-two (72) hours prior notice, Permittee may commence work at the site.

The Permittee shall be responsible for the locations of proposed borings and test pits regardless of any act or omission of the Authority. The Permittee shall be responsible for repairing and/or replacing, at the Authority's election, the Authority's property or infrastructure, which is damaged as a result of the Permittee's, its contractors, agents, representatives, employees, and/or invitees activities pursuant to this Permit. The Permittee's obligations under this paragraph shall include payment to the Authority for all costs to repair all such damage caused to the Authority's property.



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tepper  
Secretary

Bonnie Heiple  
Commissioner

April 17, 2025

William Pratt  
Department of Public Works  
Town of Natick  
13 East Central Street  
Natick, MA 01760

DEP WQC AUTHORIZATION #  
24-WW26-0064-APP  
USACE # NAE-2024-01669  
401 WQC Application Completion on  
1/8/25

RE: Application for: COMBINED PERMIT – BRP WW 26  
401 WATER QUALITY CERTIFICATION FOR MAJOR DREDGING AND FOR  
MINOR FILL AND EXCAVATION PROJECT

AT: Charles River Dam Decommissioning and River Restoration Project, Natick, MA  
Charles River Basin

Dear Mr. Pratt:

The Department of Environmental Protection (“MassDEP”) has reviewed your application for a Combined 401 Water Quality Certification for Major Dredging and Minor Fill and Excavation (“Combined Permit”), as referenced above and is basing its certification upon an evaluation of the information contained in the application which is relevant to water quality considerations. In accordance with the provisions of Section 401 of the Federal Clean Water Act (33 U.S.C. § 1251 *et seq.*), M.G.L. c. 21, §§ 26-53, and 314 CMR 9.00, MassDEP has determined there is reasonable assurance the project or activity, as conditioned herein, will be conducted in a manner which will not violate applicable water quality standards (314 CMR 4.00) and other appropriate requirements of state law.

The waters of the Charles River in Natick, located in Charles River Basin, are designated in the Massachusetts Surface Water Quality Standards as Class B. These waters are designated as a “habitat for fish, other aquatic life, and wildlife, including for their reproduction, migration, growth and other critical functions, and for primary and secondary contact recreation.” Anti-degradation provisions of these Standards require that “existing uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.”

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.  
TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

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Charles River Dam Decommissioning and River Restoration Project,  
Natick, MA  
401 WQC 24-WW26-0064-APP

The Charles River Dam Decommissioning and River Restoration Project is planned to address current dam safety deficiencies, improve safety for the community, and to restore the Charles River in Natick. The project proposes to remove the existing dam concrete spillway and fish ladder which will allow the Charles River to flow unimpeded through the former dam site. Once the dam is removed, a channel is anticipated to naturally form within the current impoundment area. As the channel naturally establishes, the impoundment, adjacent floodplain and bank area are anticipated to naturalize from the existing seedbank. The existing training walls and embankment structures at the dam will be allowed to remain intact.

Following dam removal, approximately 11,500 cubic yards of accumulated soft sediment is anticipated to passively redistribute downstream as the restored river establishes through the impoundment. During and following dam removal, the impoundment area will be monitored, and adaptive management of vegetation will occur to limit the establishment of non-native species. Sediment accumulation will also be monitored downstream of the dam following removal.

Sediment Chemistry Results: A total of approximately fifteen (15) sediment samples were collected in 2022 from the proposed dam removal/dam impoundment area, further upstream of the dam impoundment area, and downstream of the dam. The sediment sample analytical results were compared to Reportable Concentration (“RC”) S-1 and Method 1 Soil Category S-1/GW-1 Standards of the Massachusetts Contingency Plan (“MCP”). Results of all analytical tests were below the MCP RCS-1 and Method 1 Soil Category S-1/GW-1 criteria.

Public Notice: The Permit Application public notice was published in MetroWest Daily News newspaper on Wednesday, December 11, 2024. No comments were received by MassDEP during the 21-day public comment period pursuant to 314 CMR 9.05(3)(e), which ended on January 1, 2025.

Section 61 Findings: Pursuant to M.G.L. Chapter 30, Sections 61 to 62H inclusive [the Massachusetts Environmental Policy Act (“MEPA”)], the project, as referenced in the Water Quality Certification Application, #24-WW26-0064-APP, was required to file an Expanded Environmental Notification Form (EENF). The Town of Natick (the Town) filed the EENF for construction of the project under EEA #16832. The EENF was noticed in the Environmental Monitor on May 8, 2024. In the Certificate on the Expanded Environmental Notification Form, issued on June 14, 2024, the Secretary of Energy and Environmental Affairs (the Secretary) indicated that based on review of the EENF and consultation with Agencies, the Proponent was allowed to submit a Single Environmental Impact Report (SEIR) in lieu of a Draft and Final EIR.

The Town subsequently filed the SEIR for construction of the project, which was noticed in the Environmental Monitor on October 9, 2024. In the Certificate of the Secretary on the Single Environmental Impact Report, issued on November 15, 2024, the Secretary

determined that “the SEIR adequately and properly complies with MEPA and its implementing regulations.”

Pursuant to 314 CMR 4.00, 314 CMR 9.01(3), 314 CMR 9.04(5), 314 CMR 9.05(1), 314 CMR 9.05(4), 314 CMR 9.06(1), 314 CMR 9.07(1), 314 CMR 9.07(3), 314 CMR 9.09(1), and 314 CMR 9.09(2), the following Special Conditions are necessary to ensure that sediment dredging and disposal practices are implemented in such a manner as to prevent water quality degradation and to maintain the chemical, physical, and biological integrity of the Waters of the United States within the Commonwealth. These conditions ensure that practicable steps are taken to avoid and minimize water quality impacts from turbidity and sedimentation associated with sediment dredging, disposal, and/or transportation.

**Therefore, based on information currently in the record, MassDEP grants a Combined 401 WQC for this project subject to the following conditions to maintain or attain water quality, to minimize any damage to the environment that may result from the project, and to ensure compliance with appropriate provisions of state law. MassDEP certifies that there is reasonable assurance the project or activity, as conditioned herein, will be conducted in a manner which will not violate applicable water quality standards (314 CMR 4.00) and other appropriate requirements of state law.**

1. The Contractor shall take all steps necessary to assure that the proposed activities will be conducted in a manner that will avoid violations of the anti-degradation provisions of the Massachusetts Surface Water Quality Standards that protect all waters, including wetlands.
2. Prior to the start of work, or for any portion of the work thereafter, MassDEP shall be notified of any change(s) in the proposed project or plans that may affect waters or wetlands. MassDEP will determine whether the change(s) requires a revision to this Certification.
3. Dredging in accordance with this Certification may begin following the 21-day appeal period and once all other permits have been received.
4. All work shall be performed in accordance with the following documents and plans.
  - Application for Permit, Accela Application #24-WW26-0064-APP, dated December 11, 2024, with attachments.
  - Plans entitled “Charles River Dam at South Natick Dam Decommissioning and River Restoration Project, Natick, Massachusetts,” consisting of 18 sheets, various scales, dated January 2025, as revised through February 26, 2025, prepared by GZA GeoEnvironmental, Inc.

Charles River Dam Decommissioning and River Restoration Project,  
Natick, MA  
401 WQC 24-WW26-0064-APP

MassDEP shall be notified if there are modifications and or deletions of work as specified in the plans. Depending on the nature and the scope of any change, approval by the Department may be required.

- “Sediment Monitoring Plan, Charles River Dam Removal and Charles River Restoration Project, Natick, Massachusetts,” dated September 2024, prepared by GZA GeoEnvironmental, Inc.
  - “Sediment Management Memorandum,” sent from Derek J. Schipper of GZA GeoEnvironmental, Inc. to William Spratt of the Town of Natick, dated April 17, 2024.
  - “Hydrologic & Hydraulic Analysis Memorandum,” sent from Derek J. Schipper of GZA GeoEnvironmental, Inc. to William Spratt of the Town of Natick, dated April 25, 2024.
  - Email responses from Adam Kautza of the Massachusetts Division of Fisheries and Wildlife (DFW) and Kate Frew of the Massachusetts Division of Marine Fisheries (DMF), dated June 28, 2024, responding to email from Adrienne Dunk of GZA GeoEnvironmental, Inc., providing project review responses and recommendations.
  - Email correspondence and subsequent response between Adrienne Dunk of GZA GeoEnvironmental, Inc. and Kenneth Alepidis of MassDEP, on January 7 and 8, 2025, providing additional project details.
5. The Department shall be notified, attention Kenneth Alepidis (kenneth.alepidis@mass.gov), one week prior to the start of in-water work so that Department staff may inspect the work for compliance with the terms and conditions of this Certification.
  6. The applicant and its contractor shall allow agents of the Department to enter the project sites to verify compliance with the conditions of this Certification.
  7. The term of the 401 WQC remains in effect for the same duration as the federal permit that requires it.
  8. Future maintenance dredging is not authorized under this Combined 401 WQC.
  9. In accordance with 314 CMR 9.07(1) and 314 CMR9.07(3), Best Management Practices (BMPs) including a temporary cofferdam shall be installed downstream of the proposed work area to minimize turbidity, as described in and in accordance with the documents and plans cited in Condition # 4.

10. In the case of a precipitation or storm event, the site shall be secured beforehand in such a way as to protect resource areas and waters on site and downstream of the site, including inspection of erosion and sedimentation controls and correction as needed; and removal of any debris, equipment, materials, etc. that could potentially enter the waters on-site. Any observed deficiency shall be corrected or repaired in a timely manner to prevent discharge from the stockpiled material. If stormwater runoff and erosion is observed, additional erosion and/or damage prevention controls measures shall be implemented.
11. In accordance with 314 CMR 9.07(1), during dredging and filling operations, measures shall be made to avoid the potential spread of aquatic invasive species to other waterbodies. Appropriate invasive species decontamination protocols shall be reviewed and applied, as required. All vehicles, equipment and tools that have direct contact with invasive species shall be cleaned before leaving the project areas. Under no circumstances shall sediment with invasive species seeds or rhizomes be reused or transported.
12. If invasive species along part of the project impoundment area are found, they shall be removed and shall be replaced with native herbaceous and shrub vegetation, in accordance with the documents and plans cited in Condition # 4. During replanting, precautions will be taken to minimize the introduction of invasive species, including requiring the use of certified clean, weed-free soils, and equipment to reduce the risk of introducing non-native invasive species at site.<sup>1</sup>
13. The Applicant shall utilize stabilized construction entrances, vehicle wash down pads, perimeter erosion controls, and re-vegetation of disturbed areas with native plantings and seed mixes in accordance with project plans to minimize potential water quality impact resulting from construction activities.
14. 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, except as described in the documents and plans cited in Condition # 4. 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 MassDEP, 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 MassDEP pursuant to this 401 WQC.

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<sup>1</sup> Nine freshwater invasive species have been documented in the Charles River, a waterbody with the most invasives among Massachusetts waterbodies (WH Wong 2023. Invasive Animals and Plants in Massachusetts Lakes and Rivers: Lessons for International Aquatic Management. CRC Press. <https://doi.org/10.1201/9781003201106>).

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Natick, MA  
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15. No later than 21 days prior to commencement of dredging activity, a final contractor's Construction-Phase Flood Control Plan/Emergency Response Plan and a final Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to MassDEP for review and approval.
16. All in-water or silt producing work associated with the dam removal, including, but not limited to dredging and/or filling, shall occur between July 16 and August 31, 2025.<sup>2</sup>
17. The applicant, or its contractor, shall make every feasible effort to complete the project within the permitted timeframe. Should the applicant, or their contractor, fail to complete the project and wish to request an amendment to the Certification for incursion into the no-dredge period, the written request shall be received by MassDEP at least two weeks prior to the end of the permitted timeframe. The following information shall be included in the request:
  - a. project location and transmittal number,
  - b. the date on which dredging started,
  - c. the number of days and hours per day the dredge operated,
  - d. expected daily average production rate and the actual daily average production rate,
  - e. an explanation of why the project failed to remain on schedule,
  - f. an account of efforts made to get the project back on schedule,
  - g. a plan depicting the areas that remain to be dredged,
  - h. the number of cubic yards that remain to be dredged,
  - i. an accurate estimate of the number of days required to complete the project,
  - j. an evaluation of the impact of continued dredging on the species of concern,
  - k. a description of any efforts that will be made to minimize the impacts of the project on the species of concern, and a realistic assessment of any societal/financial effects of a denial of permission to continue dredging.

MassDEP will share the information with other resource agencies and a decision to grant or deny the amendment shall be made prior to the end of the permitted timeframe. Requests for amendment received less than two weeks prior to the end of the permitted timeframe will be considered at MassDEP's discretion.

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<sup>2</sup> Email responses from Adam Kautza of the Massachusetts Division of Fisheries and Wildlife (DFW) and Kate Frew of the Massachusetts Division of Marine Fisheries (DMF), dated June 28, 2024, responding to email from Adrienne Dunk of GZA GeoEnvironmental, Inc.

Charles River Dam Decommissioning and River Restoration Project,  
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18. Flow to the downstream channel shall be maintained throughout construction of the project via the flow bypass structure as described in and in accordance with the documents and plans cited in Condition # 4.
19. Monitoring and reporting of downstream sediment blockages/accumulation shall be conducted during and following dam removal, as described in and in accordance with the documents and plans cited in Condition # 4.
20. Disposal of any volume of dredged material at any location in tidal waters, other than as approved herein, is not authorized by this 401 Water Quality Certification, and would require a request for amendment that would be subject to approval by MassDEP and the Massachusetts Coastal Zone Management office.
21. All equipment/machinery shall be stored outside above the High Water Mark ("HWM") and any wetland resource areas when not in use.
22. Storing, servicing, or cleaning of equipment, including but not limited to fueling, changing, adding, or applying lubricants or hydraulic fluids, or washing/rinsing of trucks or equipment, shall be performed outside resource areas.
23. During the project period, there shall be no discharge or spillage of fuel, oil, or other pollutants, including sediments, onto any part of the site. The applicant shall take all reasonable precautions to prevent the release of pollutants by ignorance, accident, or vandalism.
24. No later than four weeks after issuance of this water quality certification, the applicant shall submit a notification procedure outlining the reporting process to MassDEP for incidents relating to dredging activities that impact surrounding resource areas and habitats including, but not limited to, observed dead or distressed fish or other aquatic organisms, observed oily sheen on the surface of the water, a sediment spill, a turbidity plume beyond the deployed BMPs, and a barge or equipment accident/spill. If at any time during implementation of the project such an incident occurs, the applicant shall immediately notify MassDEP and all site related activities impacting the water shall cease until the source of the problem is identified and adequate mitigating measures are deployed to the satisfaction of MassDEP.
25. Upon completion of the project, remnants of project debris such as cofferdam components, flow bypass structure components, filter bags, filter socks, etc. shall be removed and disposed of appropriately at an offsite facility.
26. Within 30 days of completion of the dredging, excavation and filling at the Charles River Dam Decommissioning and River Restoration project in Natick, MA, the applicant shall provide a set of construction photographs depicting pre-, during, and post-dredging activities to the Wetlands Program in the Boston Office, Attn: Kenneth

Alepidis. The photographs shall be marked or labeled with the WQC transmittal number and wetlands file number of the project.

Failure to comply with this Combined 401 WQC is grounds for enforcement, including civil and criminal penalties, under M.G.L. c. 21, § 42, 314 CMR 9.00, M.G.L. c. 21A, § 16, 310 CMR 5.00, or other possible actions/penalties as authorized by the General Laws of the Commonwealth.

This Combined 401 WQC does not relieve the applicant of the obligation to comply with other appropriate state or federal statutes or regulations. Any changes made to the project as described in the previously submitted Combined Permit Application or supplemental documents will require further notification to and, if an amendment is required, approval by MassDEP.

### **NOTICE OF APPEAL RIGHTS**

Certain persons shall have a right to request an adjudicatory hearing concerning 401 WQCs by MassDEP when an application is required:

- a. the applicant or property owner;
- b. any person aggrieved by the decision who has submitted written comments during the public comment period;
- c. any ten persons of the Commonwealth pursuant to M.G.L. c. 30A where a group member has submitted written comments during the public comment period; or
- d. any governmental body or private organization with a mandate to protect the environment, which has submitted written comments during the public comment period.

Any person aggrieved, any ten (10) persons of the Commonwealth, or a governmental body or private organization with a mandate to protect the environment may appeal without having submitted written comments during the public comment period only when the claim is based on new substantive issues arising from material changes to the scope or impact of the activity and not apparent at the time of public notice. To request an adjudicatory hearing pursuant to M.G.L. c. 30A, § 10, a Notice of Claim must be made in writing, provided that the request is made by certified mail or hand delivery to MassDEP, with the appropriate filing fee specified within 310 CMR 4.10 along with a DEP Fee Transmittal Form within twenty-one (21) days from the date of issuance of this Certificate.

Case Administrator  
Massachusetts Department of Environmental Protection  
Office of Appeals and Dispute Resolution  
100 Cambridge Street, Suite 900  
Boston, MA 02114

Charles River Dam Decommissioning and River Restoration Project,  
Natick, MA  
401 WQC 24-WW26-0064-APP

A copy of the request shall at the same time be sent by certified mail or hand delivery to the issuing office of the Wetlands Program at:

Department of Environmental Protection  
100 Cambridge Street, Suite 900  
Boston, MA 02114

A Notice of Claim for Adjudicatory Hearing shall comply with MassDEP's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6), and shall contain the following information pursuant to 314 CMR 9.10(3):

- a. the Permit Authorization Number;
- b. the complete name of the applicant and address of the project;
- c. the complete name, address, and fax and telephone numbers of the party filing the request, and, if represented by counsel or other representative, the name, fax and telephone numbers, and address of the attorney;
- d. if claiming to be a party aggrieved, the specific facts that demonstrate that the party satisfies the definition of "aggrieved person" found at 314 CMR 9.02;
- e. a clear and concise statement that an adjudicatory hearing is being requested;
- f. a clear and concise statement of (1) the facts which are grounds for the proceedings, (2) the objections to this Certificate, including specifically the manner in which it is alleged to be inconsistent with the MassDEP's Water Quality Regulations, 314 CMR 9.00, and (3) the relief sought through the adjudicatory hearing, including specifically the changes desired in the final written 401 WQC; and
- g. a statement that a copy of the request has been sent by certified mail or hand delivery to the applicant, the owner (if different from the applicant), the conservation commission of the city or town where the activity will occur, the Department of Conservation and Recreation (when the certificate concerns projects in Areas of Critical Environmental Concern), the public or private water supplier where the project is located (when the certificate concerns projects in Outstanding Resource Waters), and any other entity with responsibility for the resource where the project is located.

The hearing request along with a DEP Fee Transmittal Form and a valid check or money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts  
Department of Environmental Protection  
Commonwealth Master Lockbox  
PO Box 4062  
Boston, MA 02211

Charles River Dam Decommissioning and River Restoration Project,  
Natick, MA  
401 WQC 24-WW26-0064-APP

The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority. MassDEP may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

Failure to comply with this certification is grounds for enforcement, including civil and criminal penalties, under MGL c.21 §42, 314 CMR 9.00, MGL c. 21A §16, 310 CMR 5.00, or other possible actions/penalties as authorized by the General Laws of the Commonwealth.

Should you have any questions relative to this Combined 401 WQC, please contact Kenneth Alepidis at [kenneth.alepidis@mass.gov](mailto:kenneth.alepidis@mass.gov).

Sincerely,



Lisa Rhodes  
Wetlands Program Chief

ecc:

Claire Rundelli, Natick Conservation Commission, Town of Pittsfield, 13 East Central Street  
Town Hall, 2nd Floor, Natick, MA 01760 [crundelli@natickma.org](mailto:crundelli@natickma.org)  
Adrienne Dunk, GZA, 1350 Main Street, Suite 1400, Springfield, MA 01103  
Jill Provencal, MassDEP Northeast Regional Office, 150 Presidential Way, Woburn, MA 01801  
Maninder Singh, Paul Maniccia, Department of the Army, New England District, Corps of Engineers,  
696 Virginia Road, Concord, MA 01742-2751  
Adam Kautza, MA Division of Fisheries and Wildlife, 1 Rabbit Hill Road, Westborough, MA 01581  
Kate Frew, MA Division of Marine Fisheries, 30 Emerson Avenue, Gloucester, MA 01930  
Edward Reiner, US EPA, 5 Post Office Square, Suite 100, Boston, MA 02109  
Sean Duffey, Office of Coastal Zone 251 Causeway Street, Suite 800, Boston, MA 02114

attachments: Communication for Non-English Speaking Parties document  
Plans of Record



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

# Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tepper  
Secretary

Bonnie Heiple  
Commissioner

April 3, 2025

Town of Natick, James Errickson, Town Administrator  
c/o Adrienne Dunk, GZA GeoEnvironmental, Inc.  
1350 Main Street, Suite 1400  
Springfield, MA 01103

**Re: Waterways Administrative Request No. 25-WWAR-0021-APP**

Removal of Charles River Dam Spillway & Fish Ladder, 11 Pleasant Street  
Waters of the Charles River, Natick, Middlesex County

Dear Mr. Errickson:

The Department of Environmental Protection Waterways Regulation Program (the “Department”) has reviewed your written request made on behalf of the Town of Natick (the “Applicant”) dated March 28, 2025, seeking the Department’s approval to remove the existing spillway and fish ladder associated with an unlicensed dam located at 11 Pleasant Street on/in waters of the Charles River in the Town of Natick, Middlesex County.

The submittal included the following materials:

- Letter dated March 28, 2025 seeking demolition approval to remove the existing spillway and fish ladder as part of the Charles River Dam Decommissioning and River Restoration Project, signed by Adrienne Dunk, WPIT, Project Manager of GZA GeoEnvironmental Inc.; Derek J. Schipper, P.E., Consultant/Reviewer of GZA GeoEnvironmental Inc.; Stephen L. Lecco, AICP, CEP, PWS, Principal-in-Charge of GZA GeoEnvironmental Inc.;
- Plans titled “*PLAN ACCOMPANYING PETITION OF TOWN OF NATICK TO REMOVE THE CHARLES RIVER DAM AT SOUTH NATICK AND RESTORE CHARLES RIVER AT PLEASANT STREET, NATICK, MIDDLESEX COUNTY, MASSACHUSETTS*” (5 Sheet), prepared by of GZA GeoEnvironmental Inc., dated February 3, 2025, not signed and sealed; and
- Sediment Monitoring Plan, dated September 2024, prepared by GZA GeoEnvironmental Inc.

Based on the materials described above and the Department’s review of its licensing and cartographic database, no authorization for the existing dam has been identified. Pursuant to 310

This information is available in alternate format. Please contact MassDEP at 617-292-5500.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

Removal of Charles River Dam Spillway & Fish Ladder, 11 Pleasant St, Charles River, Natick, Middlesex County

CMR 9.05(3)(m), the Department may authorize the removal of unlicensed fill and structures to facilitate a water-dependent use. Accordingly, the Department has determined the following activities, as proposed and depicted on the enclosed Project Plans, do not require the filing of an application for a Chapter 91 Waterways License, License Amendment, or Permit, as the removal of these existing unauthorized structures will improve navigation and will facilitate fish passage and ecological restoration, is a water-dependent use as defined in 310 CMR 9.12(2)(a)15.

- Removal of the existing spillway and fish ladder located within the existing footprint of the unlicensed Charles River Dam;
- Installation of temporary structures (cofferdam and construction access road) as construction means and methods to facilitate the removal; and
- Passive release of sediments resulting from the removal of the structures.

This approval is subject to the following conditions:

1. The Applicant shall remove all temporary structures from the waterways upon completion of the work authorized herein.
2. The Applicant shall follow the 2-year Sediment Monitoring Plan described in the submittal to ensure that the accumulation of sediments after removal of said dam structures does not have a negative impact on the navigability of this section of the Charles River.
3. The Applicant shall provide the Department with a Post-Construction/Stabilization Survey depicting the restored water course, topography, bathymetry and critical water elevations.
4. The Applicant shall provide the Department with copies of the results of the Sediment Monitoring Plan when available.

Please note, this approval does not negate the need to obtain all other applicable local, State, and Federal approvals that may be required for the work described herein and in the referenced submittal. Please contact [dep.waterways@mass.gov](mailto:dep.waterways@mass.gov) if you have any questions. Thank you.

Sincerely,



Daniel J. Padien  
Program Chief  
Waterways Regulation Program

Cc: Natick Conservation Commission  
Town of Natick c/o James Errickson, Town Administrator

Encl: Project Plans (5 sheets)



Certified Mail No. 9589 0710 5270 0474 6306 70  
Return Receipt Requested

**M.G.L. Chapter 253**  
**Dam Safety Permit**  
**Permit No. 37 - 2025 - 449**

Applicant

Derek J. Schipper, PE  
GZA GeoEnvironmental, Inc.  
249 Vanderbilt Avenue  
Norwood, MA 02062

On behalf of:  
Town of Natick  
c/o James Errickson  
13 East Central Street, 2<sup>nd</sup> Floor  
Natick, MA 01760

Re: Charles River Dam at South Natick Decommissioning Project  
National Dam ID: MA00341  
Registry Location: Southern Middlesex, Deed Book 3120, Page 168  
Owner: Town of Natick  
Dam Location: Natick

Date: February 7, 2025

Dear Mr. Schipper:

Reference is made to the Ch. 253 Permit application dated January 22, 2025 provided by GZA GeoEnvironmental, Inc. (GZA) submitted for Department of Conservation and Recreation (DCR) Office of Dam Safety (ODS) regulatory review of the above-referenced dam breach project.

Permission is hereby granted under M.G.L. Chapter 253, as amended, to perform work indicated on the drawings titled “**Charles River Dam at South Natick, Dam Decommissioning and River Restoration Project**” dated January 2025 and as described in supporting documentation provided by GZA. This permit is for the breaching of Charles River Dam at South Natick only and does not address associated river restoration work.

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
180 Beaman Street  
West Boylston, MA 01583  
508-792-7423 508-792-7805 Fax  
www.mass.gov/dcr



Maura T. Healey  
Governor

Kimberley Driscoll  
Lt. Governor

Rebecca L. Tepper, Secretary  
Executive Office of Energy & Environmental Affairs

Brian Arrigo, Commissioner  
Department of Conservation & Recreation

Permission is granted subject to the following conditions:

- (a) At least 21 days before the start of construction, the dam owner shall provide the DCR/ODS - Permits Section a completed **DAM SAFETY IMPROVEMENTS – NOTICE OF CONSTRUCTION** (form attached) with a construction schedule and proof of recording of the Ch. 253 Permit at the Registry of Deeds in the county where the dam lies. If the Notice of Construction provided to ODS lacks a construction schedule, proof of recording of the permit, or an explanation of why permit recording is not possible, ODS will return the Notice of Construction to the dam owner indicating the Notice of Construction is incomplete and informing the owner that construction shall not commence until ODS has received a complete Notice of Construction with the required attachments.
- (b) For all features of the project, the Dam Engineer (GZA) shall notify ODS of any design change from the original design submitted with the permit application due to regulatory requirements, changes in field conditions or any other unanticipated occurrence. This notification shall be a formal submittal to ODS which includes all relevant revised plans, computations and data (survey, geotechnical, etc.) supporting the design change(s). This submittal shall be forwarded to ODS by registered mail, return receipt requested, and will require an amendment to the permit. Review time may vary based upon the complexity of the design change(s), however, ODS will generally issue the permit amendment within five (5) business days of receipt of a complete design revision submittal.
- (c) The Dam Engineer must report to ODS any unforeseen incidents that occur at the work site during project work. Unforeseen incidents include, but are not limited to, significant uncontrolled seepage into the work area, significant earth support failures or slope failures. The report must explain in detail what occurred, corrective measures taken to mitigate the occurrence and any impacts the occurrence may have had on the project. If the incident results in a design change, ODS must be provided revised design documents (refer to Condition (b), above).
- (d) The following shall be prepared by the contractor, approved by the Dam Engineer, and submitted to ODS prior to construction:
  - A water control and diversion plan describing methods to be employed to allow work to be performed “in the dry” and to manage both the water level in Charles River and outflow from Charles River while construction is in progress; and
  - A flood response plan. While construction is underway, weather forecasts, stream flows and water levels shall be monitored to allow adequate time to respond to rising water levels at the construction site. If high water levels are expected, equipment and materials shall be removed from the work area and personnel evacuated. Sufficient materials and equipment required for flood response shall be maintained in a safe location at, or near, the construction site.

- (e) A sufficient level of construction oversight shall be provided by the Dam Engineer to ensure the work conforms to: the project plans and specifications; the Ch. 253 Permit conditions; and generally-accepted dam construction practices as determined by the U.S. Army Corps of Engineers, the U.S. Bureau of Reclamation and/or the U.S. Natural Resources Conservation Service.

Guidance, procedures, checklists, worksheets and references to aid in construction quality assurance are available in the United States Department of Agriculture Natural Resources Conservation Service National Engineering Handbook Part 645-Construction Inspection.

For access to a .pdf copy of NEH Part 645, please email ODS at [dam.safety@mass.gov](mailto:dam.safety@mass.gov) .

- (f) The Dam Engineer shall invite ODS to the preconstruction meeting, another project meeting at 50% completion and the final inspection meeting. ODS reserves the right to make site visits and inspections at any time during the permit period. ODS requests the following items be addressed at the pre-construction meeting:
- Identification of the
    - resident engineer (Owner's representative overseeing the project);
    - contractor's qualified site superintendent; and
    - Dam Engineer's representative overseeing the project.
  - Provide emergency contact information for the contractor and resident engineer;
  - Presentation of the resident engineer's weekly work schedule and discussion of the level of construction oversight to be provided by the resident engineer;
  - Water control features anticipated and the process for the Dam Engineer to either develop or approve the overall control and diversion of water plan. Flood emergency warning and response procedures must be identified;
  - Level of Dam Engineer construction oversight including: identification of any critical construction items to be overseen by the Dam Engineer; procedures for the Dam Engineer's review and approval of shop drawings and other submittals; documentation of Dam Engineer's approval of any design modifications; procedures for coordinating and scheduling the Dam Engineer's inspection of critical construction elements;
  - Anticipated schedule of construction meetings and required attendees. It is expected that while construction is ongoing, weekly construction meetings will be held and attended by the Dam Engineer, the resident engineer, the contractor's superintendent and other appropriate participants; and
  - Presentation of the initial construction schedule with identification and discussion of major items.

ODS shall be provided a copy of the preconstruction meeting minutes.

- (g) The Dam Engineer shall provide ODS written documentation that he/she has reviewed and approved all pertinent submittals or samples concerning critical project dam features.

This documentation may be in the form of a submittal log which may be submitted as part of the “as-built” report, described below.

- (h) Upon completion of work the Applicant shall submit to ODS a **DAM SAFETY CERTIFICATE OF COMPLETION** (form attached). With this certificate of completion submit one bound (utilizing plastic comb bindings) as-built report with 11”x17” record drawings signed and stamped by a registered professional civil engineer with contractor’s signature attesting that all work was performed according to the plans and specifications. The as-built report shall include documentation of submittals reviewed and approved by the Dam Engineer, copies of any materials or construction testing reports and color photos of construction phases and appurtenant installations. Photograph numbers, location and direction in which each photo was taken must be identified. An electronic copy (as a .pdf) of the as-built report and record drawings shall be provided to ODS via email, .ftp site or on a USB flash drive.
- (i) Upon completion of work, the Dam Engineer shall submit an **APPLICATION TO CHANGE HAZARD CLASSIFICATION OF DAM** with supporting documentation demonstrating how the dam in its as-built condition will perform (i.e., maximum impoundment level and storage volume resulting from the 100-year design storm and/or water surface profiles demonstrating the breached embankment will not re-impound water). Refer to the ODS website for the application form and description of required information. Refer to 302CMR10.00 for the jurisdictional criteria for a dam. Submittal of the application form and supporting documentation is required prior to ODS issuance of a Certificate of Approval for the completed project.
- (j) The Certificate of Completion, as-built report and Application to Change Hazard Classification of Dam shall be provided to ODS within 90 days of substantial completion of work unless ODS agrees to later submission of these documents. Submission of these documents is required prior to ODS issuing a Certificate of Approval.

**Any permit issued by DCR shall be subject to revocation by order of the Commissioner if the permittee fails to conform to 302 CMR 10.00, Dam Safety Rules and Regulations, provisions of this permit, or any other applicable laws and regulations.**

This permit does not release the applicant from the requirements of any other regulatory authority. Such authorizations and/or notifications include, but are not limited to:

Local Conservation Commission;  
Massachusetts Department of Environmental Protection (DEP);  
Massachusetts Department of Fish and Game (DFG);  
Massachusetts Executive Office of Environmental Affairs (EOEA), MEPA Unit; and  
U.S. Army Corps of Engineers.

**This permit must be recorded by the applicant at the Registry of Deeds in the county where the dam lies. Recording must be done prior to the commencement of construction and a copy of the recorded permit filed with the Office of Dam Safety.**

This permit remains valid for two (2) years from the date of issue: **February 7, 2025.**

Permit expiration date: **February 7, 2027.**



William Salomaa, Director  
DCR, Office of Dam Safety



David Ouellette, Permit Engineer  
DCR, Office of Dam Safety

Attachments: Dam Safety Improvements – Notice of Construction form  
Dam Safety Certificate of Completion form  
Application to Change Hazard Classification of Dam

**Informational (NOT TO BE RECORDED AT REGISTRY OF DEEDS)**

Excerpts from Dam Safety Rules Regulations:

**302 CMR 10.09(5): Recording a Chapter 253 Permit.**

A permit to construct, drawdown, repair, alter, breach or remove a dam shall be recorded at the Registry of Deeds in the county where the dam lies. Recording must be done prior to the commencement of construction and a copy of the recorded permit filed with the Commissioner.

To: DCR, Office of Dam Safety – Permits Section  
180 Beaman Street  
West Boylston, MA 01583

## **DAM SAFETY IMPROVEMENTS - NOTICE OF CONSTRUCTION**

### **Dam Owner/Applicant**

Name:  
Representative:  
Address:  
Phone:  
Fax:  
Email Address:

### **Project**

Project location Town/City:  
Dam name:  
National Dam ID Number:  
State Dam ID Number:  
Nature of Dam Safety Improvements:  
Chapter 253 Permit date of issue:  
Chapter 253 Permit expiration date:  
Permit Recorded at \_\_\_\_\_ Registry of Deeds  
Dam Parcel Registry of Deeds Book Number:  
Dam Parcel Registry of Deeds Page Number:  
Recorded Permit Registry of Deeds Book Number:  
Recorded Permit Registry of Deeds Page Number:  
Copy of the recorded permit attached Yes ( )  
Construction start date:  
Construction schedule attached Yes ( )

### **Engineer**

Company Name:  
Representative:  
Address:  
Phone:  
Fax:  
Email Address:

### **Contractor**

Company Name:  
Representative:  
Address:  
Phone:  
Fax:  
Email Address :

**Brief description of project, note location and dates of construction:**

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**By Contractor**

Print name and title: \_\_\_\_\_

Signature and date: \_\_\_\_\_

**By Engineer**

Print name, title: \_\_\_\_\_

Signature and date: \_\_\_\_\_

**By Dam Owner/Applicant**

Print name and title: \_\_\_\_\_

Signature and date: \_\_\_\_\_

To: DCR, Office of Dam Safety – Permits Section  
180 Beaman Street  
West Boylston, MA 01583

## **DAM SAFETY CERTIFICATE OF COMPLETION**

### **Dam Owner/Applicant**

Name:  
Representative:  
Address:  
Phone:  
Fax:  
Email Address:

### **Project**

Project location Town/City:  
Dam name:  
National Dam ID Number:  
State Dam ID Number:  
Nature of Dam Safety Improvements:  
Chapter 253 Permit date of issue:  
Chapter 253 Permit expiration date:  
Permit Recorded at \_\_\_\_\_ Registry of Deeds  
Dam Parcel Registry of Deeds Book Number:  
Dam Parcel Registry of Deeds Page Number:  
Recorded Permit Registry of Deeds Book Number:  
Recorded Permit Registry of Deeds Page Number:  
Project completion date:

### **Engineer**

Company Name:  
Representative:  
Address:  
Phone:  
Fax:  
Email Address:

### **Contractor**

Company Name:  
Representative:  
Address:  
Phone:  
Fax:  
Email Address :

**Brief description of project and dates of construction:**

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**Statement of project completion in accordance with plans, specifications, dam safety permit conditions and standard construction practices:**

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**By Contractor**

Print name and title: \_\_\_\_\_

Signature and date: \_\_\_\_\_

**By Engineer**

Print name, title and PE stamp here: \_\_\_\_\_

Signature and date: \_\_\_\_\_

**By Dam Owner/Applicant**

Print name and title: \_\_\_\_\_

Signature and date: \_\_\_\_\_



## APPLICATION TO CHANGE HAZARD CLASSIFICATION OF DAM

In accordance with 302 CMR 10.06 (6) Hazard Reconsideration. An owner may at any time request the Commissioner to reconsider the hazard determination. The owner's request must be filed by a registered professional civil engineer, specifying the findings and analyses with which the owner disagrees. The Commissioner will issue a written decision to the owner and the registered professional civil engineer within 30 days of receipt of a request for hazard reconsideration, and such decision shall be final and binding upon the parties.

To request a reconsideration of hazard classification, this application and all supporting information must be completed and sent via certified mail to the Commissioner of DCR at the following address:

Department of Conservation and Recreation  
Office of Dam Safety – Hazard Reclassification  
180 Beaman Street  
West Boylston, MA 01583

All materials submitted must be sent under cover letter by the dam owner's registered professional civil engineer and accompanied by a PDF copy.

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

**National ID Number:** \_\_\_\_\_

**Dam Name:** \_\_\_\_\_

**Dam Location (City or Town):** \_\_\_\_\_

**Owner(s) Name and Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Engineering Firm (or Engineer) Submitting Request** \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
180 Beaman Street  
West Boylston, MA 01583  
508-792-7423 508-792-7805 Fax  
[www.mass.gov/orgs/department-of-conservation-recreation](http://www.mass.gov/orgs/department-of-conservation-recreation)



Charles D. Baker  
Governor

Karyn E. Polito  
Lt. Governor

Kathleen A. Theoharides, Secretary,  
Executive Office of Energy & Environmental Affairs

Stephanie C. Cooper, Acting Commissioner  
Department of Conservation & Recreation

*Fill in Part A or Part B*

**PART A: Application to Raise Hazard Classification (e.g., from Significant to High)**

Current Hazard Classification: \_\_\_\_\_

(as listed in DCR Office of Dam Safety Database)

Proposed Hazard Classification: \_\_\_\_\_

Reason for Change: \_\_\_\_\_

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Attach any applicable supporting information.

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**PART B: Application to Reduce Hazard Classification (e.g., from Significant to Low)**

Current Hazard Classification: \_\_\_\_\_

(as listed in DCR Office of Dam Safety Database)

Proposed Hazard Classification: \_\_\_\_\_

Applicant must submit engineering studies to justify the change in Hazard Class. Please note that studies must be signed and stamped by the responsible engineer. Indicate the studies that accompany this application:

Hydrologic / Hydraulic Analyses  
Dam Breach / Inundation Analyses  
Incremental Damage Assessment  
Other \_\_\_\_\_

Reason for Change: \_\_\_\_\_

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*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
*100 Cambridge Street, Suite 900*  
*Boston, MA 02114*

Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT GOVERNOR

Rebecca L. Tepper  
SECRETARY

Tel: (617) 626-1000  
Fax: (617) 626-1081  
<http://www.mass.gov/eea>

June 14, 2024

CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
ON THE  
EXPANDED ENVIRONMENTAL NOTIFICATION FORM

PROJECT NAME : Charles River Dam Decommissioning and River  
Restoration Project  
PROJECT MUNICIPALITY : Natick  
PROJECT WATERSHED : Charles River  
EEA NUMBER : 16832  
PROJECT PROPONENT : Town of Natick  
DATE NOTICED IN MONITOR : May 8, 2024

Pursuant to the Massachusetts Environmental Policy Act (MEPA; M.G.L. c. 30, ss. 61-62L) and Section 11.06 and 11.11 of the MEPA Regulations (301 CMR 11.00), I have reviewed the Expanded Environmental Notification Form (EENF) and hereby determine that this project **requires** the submission of an Environmental Impact Report (EIR). In accordance with Section 11.06(8) of the MEPA regulations, the Proponent requested that I allow a Single EIR to be submitted in lieu of the usual two-stage Draft and Final EIR process. I hereby grant the request to file a Single EIR, which the Proponent should submit in accordance with the Scope included in this Certificate.

Project Description

As described in the EENF, the project, proposed by the Town of Natick (Town), consists of the removal of the Charles River Dam in South Natick, and improvements to the abutting parks (the "Charles River Park Improvements"). Based on the 2021 Phase I Dam Inspection Report, the dam is currently in Poor condition. The Massachusetts Department of Conservation and Recreation (DCR) Office of Dam Safety (ODS) subsequently issued a Dam Safety Order, which requires the Town to repair or remove the dam to address the safety issues. The project includes the removal of the dam spillway and fish ladder. To avoid significant land alteration and

to protect existing infrastructure along Pleasant Street and within the adjacent parks, the training walls on both the left and right banks of the river will remain in place. Additionally, as tree preservation was identified as a significant community concern, the dam embankment and its mature trees will also be left in place. Once the spillway and fish ladder are removed, the impoundment area is expected to permanently drawdown and return to conditions similar to those observed in the Charles River up- and downstream of the dam. The channel will be allowed to establish naturally, with proposed passive sediment release from the existing impoundment area.

As stated in the EENF, the park improvements are proposed to improve the Climate Resilient Open Space Network along the Charles River in South Natick, and includes work at the South Natick Dam Park, Grove Park, and South Natick Multipurpose Courts. The portions of the Charles River park improvements that interface with the river upstream of the dam are currently at a conceptual phase, but are focused on the use of the area for passive recreation, with the likely inclusion of a small boat launch for river access. The EENF provides details of the conceptual work proposed at each of the three parks described above. According to the EENF, the park improvements will provide ongoing monitoring and management of the impoundment area as it naturalizes and evolves over time; however, the design of the park improvements cannot progress past the conceptual phase until after the dam removal is complete, as walking trail alignment and final amenity design will be influenced by the location/configuration of the restored river channel and established resource areas. Should the proposed park improvements differ from the conceptual design as described in the EENF, the Town commits to filing a Notice of Project Change (NPC) for the Charles River park improvements prior to pursuing applicable Permits. The EENF notes that the alternatives analysis is focused on the dam removal component of the project, although environmental impacts include conservative estimates of alteration associated with the park improvements. The project is being proposed as an Ecological Restoration Limited Project.

### Project Site

As described in the EENF, the 16.9-acre project site includes the dam, the associated upstream impoundment (extending to near “Red Bridge”), a limited portion of the river immediately downstream of the dam (to the Pleasant Street Bridge), and the adjacent 0.6-acre Grove Park, where construction staging and access are planned. The Charles River Dam (National Inventory of Dams (NID) Number MA00341) is a run-of-river dam that was constructed by the Town in 1934 for the express purpose of scenic and recreational uses; the dam remains under the care and control of the Town. The dam has continued to serve these uses, and as stated in the EENF, does not provide flood control. The Charles River Dam is classified as an Intermediate-sized, High (Class I) hazard potential dam by DCR-ODS under the Dam Safety Regulations (302 CMR 10.00), which means that dam failure would “likely cause loss of life and serious damage to home(s), industrial or commercial facilities, important public utilities, main highway(s) or railroad(s).” As noted, an inspection of the dam in 2021 found the dam to be in Poor Condition, meaning its “condition, as determined by the Commissioner, presents a significant risk to public safety located downstream from the dam.”

The dam embankment is approximately 14 feet high and 200-feet long, with an irregular width varying between 20-30 feet. The dam has one primary spillway consisting of a concrete weir approximately 7-feet tall and 130-feet long, as well as two concrete sluiceways with

currently inoperable gates (the gates have been in the ‘closed’ position for several decades). The Pleasant Street Bridge is located approximately 170-feet downstream of the spillway. The Charles River Dam, Pleasant Street Bridge, Grove Park, and South Natick Dam Park are listed on the National Register of Historic Places. The project site is located partially within the John Eliot National Historic District. The site is also proximate to archaeological resources listed in the Massachusetts Historical Commission’s (MHC) Inventory of Historic and Archaeological Assets of the Commonwealth.

Wetland resources on site include Bank, Land Under Water (LUW), Riverfront Area, Bordering Vegetated Wetlands (BVW), and Bordering Land Subject to Flooding (BLSF). The Charles River (MA72-06) is listed as an impaired water body due to the presence/concentration of several pollutants. Portions of the project site are mapped as Flood Zone AE (an area inundated during a 100-year storm) with a Base Flood Elevation (BFE) varying from elevation (el.) 111 to 116 ft NAVD88, as delineated on Federal Emergency Management Agency (FEMA) map 25017CV005C (revised July 2016). The project site does not contain *Estimated and Priority Habitat of Rare Species* as delineated by the Natural Heritage and Endangered Species Program (NHESP) in the 15<sup>th</sup> Edition of the Massachusetts Natural Heritage Atlas or an Area of Critical Environmental Concern (ACEC). There are no Environmental Justice (EJ) populations<sup>1</sup> located within 1 mile of the project site, which the EENF indicates is the Designated Geographic Area (DGA) for the project.

### Environmental Impacts and Mitigation

Potential environmental impacts associated with the project include the alteration of 101 linear feet (lf) of Bank; 309,471 sf (7.10 acres) of LUW; 39,870 sf of BLSF; and 213,884 sf (4.73 acres) of Riverfront Area. Included in this alteration is the permanent conversion of resource areas associated with the removal of the dam/impoundment, including the elimination of 307,188 sf (7.05 acres) of LUW; 39,870 sf (0.92 acres) of BLSF; and 206,148 sf (4.73 acres) of Riverfront Area; the project is also expected to result in the creation of 307,188 sf (7.05 acres) of BVW. The project will “dredge” approximately 11,500 cubic yards (cy) of sediment (this sediment is expected to be passively transported downstream following dam removal).

Measures to avoid, minimize, and mitigate project impacts include the restoration of the Charles River within the impounded area; the creation of flood storage capacity; implementation of sediment management practices, including downstream monitoring; invasive species management; use of sediment and erosion controls; and use of best management practices (BMPs) during construction. As noted above, the EENF indicates that the project is proposed as an Ecological Restoration Limited Project.

### Jurisdiction and Permitting

The project is undergoing MEPA review and is subject to a mandatory EIR pursuant to 301 CMR 11.03(3)(a)(1)(b) and 11.03(3)(a)(4) of the MEPA regulations because it requires Agency Actions and will result in the alteration of ten or more acres of any other wetland (LUW

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<sup>1</sup> “Environmental Justice Population” is defined in M.G.L. c. 30, § 62 under four categories: Minority, Income, English Isolation, and a combined category of Minority and Income.

and Riverfront Area), and the structural alteration of an existing dam that causes a decrease in impoundment capacity, respectively. The project also exceeds the ENF thresholds at 301 CMR 11.03(3)(b)(1)(b), 11.03(3)(b)(1)(f), and 11.03(3)(b)(3) because it involves the alteration of 500 or more linear feet of inland bank, the alteration of one half or more acres of any other wetlands, and dredging of 10,000 or more cy of material, respectively. The project requires a 401 Water Quality Certification (WQC) and Chapter 91 (c.91) License and Permit from the Massachusetts Department of Environmental Protection (MassDEP); a Chapter 253 Dam Safety Permit from DCR; and a Section 8(m) Permit from the Massachusetts Water Resources Authority (MWRA).

The project requires an Order of Conditions from the Natick Conservation Commission (or in the case of an appeal of either, a Superseding Order of Conditions from MassDEP) and a Demolition Delay Permit from the Natick Historical Commission.

The project requires authorization from the U.S. Army Corps of Engineers (USACE) under the General Permits for Massachusetts as well as a National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) from the U.S. Environmental Protection Agency (EPA). It requires review by MHC acting as the State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800).

Because the project will receive Financial Assistance through the Municipal Vulnerability Preparedness (MVP) and DCR-ODS Dam and Seawall Removal Grant programs, MEPA jurisdiction is broad in scope and extends to all aspects of the project that are likely, directly or indirectly, to cause Damage to the Environment as defined in MEPA regulations.

#### Request for Single EIR

The MEPA regulations indicate a Single EIR may be allowed provided I find that the EENF:

- a) describes and analyzes all aspects of the project and all feasible alternatives, regardless of any jurisdictional or other limitation that may apply to the Scope;
- b. provides a detailed baseline in relation to which potential environmental impacts and mitigation measures can be assessed; and,
- c. demonstrates that the planning and design of the project use all feasible means to avoid potential environmental impacts.

Consistent with this request, the EENF was subject to an extended comment period under 301 CMR 11.05(7). As noted above, the Proponent may file a Single EIR for this project.

#### Review of the EENF

The EENF provided a description of existing and proposed conditions, preliminary project plans, an alternatives analysis for the dam removal, sediment testing analysis results, a copy of the Certificate of Non-Compliance and Dam Safety Order issued by DCR (dated September 1, 2022), copies of correspondence with MHC, wetlands delineation report, and hydrologic and hydraulic (H&H) analysis. It identified measures to avoid, minimize and mitigate environmental impacts. Consistent with the MEPA Interim Protocol on Climate Change

Adaptation and Resiliency, the EENF contained an output report from the MA Climate Resilience Design Standards Tool prepared by the Resilient Massachusetts Action Team (RMAT) (the “MA Resilience Design Tool”),<sup>2</sup> together with information on climate resilience strategies to be undertaken by the project.

Numerous comments received from interested members of the public express strong support for the project, noting its ecological benefits. Comments from Mass Audubon, Charles River Recreation, the Massachusetts Rivers Alliance, Greater Boston Chapter of Trout Unlimited (GBTU), and the Charles River Watershed Association (CRWA) also express support for the project. Comments from DCR note that the project appears to be in the interest of public safety and successful completion will ensure compliance with dam safety regulations.

### *Alternatives Analysis*

As described in the EENF, an initial feasibility study for removal of the dam was completed in 2020; in 2021, the Town created the Charles River Dam Advisory Committee to develop recommendations regarding the dam. The advisory committee also conducted a public outreach process to raise awareness about the poor condition of the dam, including distributing fliers to approximately 400 homes near the dam, a large banner, community presentations (both in-person and virtual), and a community wide survey. Three alternatives were evaluated for the dam, as described in the EENF: a No Action Alternative, Dam Rehabilitation Alternative, and Dam Removal Alternative (the Preferred Alternative).

The No Action Alternative would involve leaving the dam in its current condition, which would continue to degrade. As noted above, DCR-ODS issued a Certificate of Non-Compliance in September 2022 due to the high-hazard nature of the dam and the poor condition found in the 2021 dam inspection. As stated in the EENF, the No Action Alternative was dismissed as it fails to correct the deficiencies identified in the dam could endanger public safety and downstream properties. The EENF further states that failure to address the identified deficiencies as described above would violate Massachusetts law (M.G.L. c. 253 § 44-49, as amended by Chapter 330 of the Acts of 2002) and the associated Massachusetts Dam Safety regulations at 302 CMR 10.00, which obligate dam owners to properly maintain their dam to meet minimum design and safety standards.

The Dam Rehabilitation Alternative would involve repairing the dam, including removing all of the woody vegetation from the dam embankment areas within 20-feet of the toe of the slope as required by DCR-ODS policy regarding trees on dams; regrading and expansion of the upstream and downstream slope of the embankment; installation of seepage collection with concrete headwall at outlet on downstream side of embankment; and repairing concrete and masonry damage. This Alternative would permanently fill areas of LUW and BVW. The EENF indicates that the Dam Rehabilitation Alternative was initially selected as the preferred alternative by the Town in 2019. However, due to the necessary removal of tress, as well as the comparatively larger construction cost (as compared to the Preferred Alternative), and the ongoing liability and management concerns of continuing to maintain the dam, the Town dismissed this Alternative.

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<sup>2</sup> [https://resilientma.org/rmat\\_home/designstandards/](https://resilientma.org/rmat_home/designstandards/)

As stated in the EENF, the Preferred Alternative (described herein), is based on significant public input, consists of improving the ecological condition of the Charles River by removing the spillway, (including the fish ladder) portion of the dam while retaining the training walls and earthen embankment. As described in the EENF, the Dam Removal Alternative was selected as the Preferred Alternative due to the ecological benefits associated with removal, improvements to public safety, opportunities to improve recreation, and the technical and financial feasibility.

### *Wetlands and Waterways*

The project will result in the temporary alteration of 2,283 sf of LUW and 7,736 sf of Riverfront Area; it will result in the permanent alteration of 307,188 sf (7.05 acres) of LUW; 39,870 sf (0.92 acres) of BLSF; and 206,148 sf (4.73 acres) of Riverfront Area; which are expected to be converted to other resource types following dam removal. As noted above, the project is expected to result in the creation of 307,188 sf (7.05 acres) of BVW. The EENF indicates that the project will involve an increase in flood storage within BLSF through the removal of the dam; specifically, dam removal will lower the water surface elevation during the 100-year and 500-year storms based on the results of the H&H analysis. As no topographic changes are proposed outside the impoundment area, this will result in decreased limits of storm inundation (i.e., the level of inundation will not extend as far landward as compared to existing conditions) and will better protect properties upstream of the dam. As noted above, the Charles River Dam is a run-of-river dam constructed for recreational uses, and does not provide flood control.

As noted above, the project is proposed as an Ecological Restoration Limited Project. The EENF states that the Proponent will seek a Restoration Order of Conditions for the work. Comments from MassDEP note that, since this the project is being filed as an Ecological Restoration Limited Project, a Restoration Order of Conditions cannot be issued; a standard Order of Conditions should be issued instead. The Natick Conservation Commissions will review the project for its consistency with the Wetlands Protections Act (WPA), the Wetland Regulations (310 CMR 10.00), and associated performance standards. Comments from MassDEP Waterways Regulation Program (MassDEP-WRP) state that, as the dam was constructed to serve scenic and recreational uses, the project is water-dependent use pursuant to 310 CMR 9.12(2)(a)(3).

To begin construction, the low-level slide gate at the outlet structure will be opened (removed) to draw down the impoundment, and a temporary bypass pipe or culvert will be installed to convey through the low-level outlet structure during construction. Boulder fill will be installed along the upstream face of the spillway to provide temporary construction access, and removed following construction. Demolition of concrete spillway, apron, and fishway will begin from the far reach (river left) working back toward the right bank and access location. Comments from CRWA express support for “the established, safe, and minimally disruptive dam removal strategy outlined in the EENF.” Following dam removal, the former impoundment area will be monitored by Town staff and/or a third-party contractor. During this phase, adaptive management measures will be implemented to manage invasive species populations and address excess erosion, should it occur.

As noted in the EENF and in several comments submitted on the project, downstream of the dam, the Charles River is understood to be sediment starved due to the capture and impoundment of fine material behind the dam. During and following dam removal, approximately 11,500 cy of sediment is expected to naturally transport downstream. As the sediment is transported, it will settle in interstitial spaces within the downstream reach, increasing nutrient transport, and improving in-stream habitat. Sediment sampling conducted for the project (included in the EENF) indicates that the sediment currently in the impoundment is uncontaminated. A sediment management plan to monitor and address potential sediment accumulation at specified locations along the river; additional details regarding monitoring should be provided in the Single EIR. Comments from MassDEP-WRP note that the c.91 application submitted for the project should include a comprehensive monitoring plan and identify a specific proposal to remediate any shoaling or sediment deposition that affects navigability of the waterway as a result of the project.

As noted in several comments submitted on the project, removing the South Natick Dam would reconnect 19.6 miles of the main stem of the Charles River between the South Natick Dam and the Sandford Mill Dam in Medway. The section of the Charles River upstream of the dam is the largest free-flowing section of the river. Comments from Mass Audubon, Charles River Recreation, the Massachusetts Rivers Alliance, GBTU, and CRWA note that this section of the river is critical for resident fish and aquatic wildlife to pass into the river and tributaries providing additional spawning grounds and opening access to cool, free-flowing river sections. Removal of the dam is expected to provide significant ecological benefits, including improved water quality and fish habitat. While expressing support for the project, comments from CRWA request that the Town and other stakeholders consider the final timing of dam removal to avoid negative impacts on fish or other aquatic life, as further discussed in the Scope below.

### *Dam Safety*

As noted in the EENF and in comments from DCR, Charles River Dam at South Natick is classified as a High Hazard Potential dam in Poor condition; a Poor condition rating is assigned when the dam condition presents a significant risk to the public and infrastructure located downstream from the dam. The project will require a Chapter 253 Dam Safety Permit as the dam is currently a DCR jurisdictional Dam. Comments from DCR state that, based on review of currently available information, implementation of the project will likely result in improvement over existing site conditions. DCR further states that this project appears to be in the interest of public safety and successful completion will ensure compliance with dam safety regulations.

### *Climate Change*

#### *Adaptation and Resiliency*

Effective October 1, 2021, all MEPA projects are required to submit an output report from the MA Resilience Design Tool to assess the climate risks of the project. Based on the output report attached to the EENF, the project has a “High” exposure rating based on the project’s location for the following climate parameters: extreme precipitation (riverine flooding) and extreme heat. The project also received a “Moderate” exposure rating for extreme precipitation (urban flooding) and a “High” ecosystem benefits score. Because dam removals are

considered “Natural Resource” projects, the Tool does not provide design recommendations similar to those provide for projects maintaining physical assets like buildings/facilities and infrastructure assets. However, a recommendation of a 2030 planning horizon and 25-yr (4%) for extreme precipitation is provided as a consideration for users and not a formal standard.

As stated in the EENF, extensive H&H modeling was undertaken for the project. Based on the H&H modeling included in the EENF, there will be no change in the 100-year water surface elevation observed from the toe of the dam and downstream reaches of the river. Upstream of the dam, there will be a decrease in the water surface elevation of 1.2 feet during the 100-year storm and 0.7 feet during the 500-year storm as compared to existing conditions. The EENF states that BLSF will extend to a lower grade following dam removal and will likely contract in total area. According to the EENF, dam removal is expected to increase flood resiliency as the lower water surface elevation of the BLSF will better protect existing development and surrounding land uses. By removing the spillway, the risk of a dam failure during a significant storm event is permanently removed. Additionally, the increased BVW and other wetland areas are expected to slow flood waters and attenuate storms to protect downstream areas. Decreasing the surface area of the Charles River throughout the impoundment area and allowing native vegetation to naturally regrow and shade the river is also expected to provide for ongoing heat protection of the river and surrounding habitats.

Due to the expected changes in water surface elevation upstream of the dam, the EENF indicates that a Letter of Map Revision (LOMR) will likely be required. Comments from the Massachusetts Water Resources Commission (WRC) Flood Hazard Management Program (FHMP), acting as the state coordinating agency for the National Flood Insurance Program (NFIP), note that whenever there will be a change in the published base flood elevations located in the Flood Insurance Study, communities must notify FEMA within six months of those changes in the base flood elevation by submitting technical or scientific data. I refer the Proponent to WRC’s comments for further information regarding requirements associated with the NFIP. The Single EIR should include a commitment to submit the technical/scientific data as required.

#### *Greenhouse Gas (GHG) Emissions*

This project is subject to review under the May 2010 MEPA Greenhouse Gas Emission (GHG) Policy and Protocol (Policy) because it exceeds thresholds for a mandatory EIR. The GHG Policy includes a de minimis exemption for projects that are expected to produce minimal GHG emissions. The EENF indicates that GHG emissions associated with the project will be limited to the construction period and are de minimis. The Proponent therefore was not required to submit a GHG analysis in conjunction with the EENF.

#### *Historic and Archaeological Resources*

As noted above, the Charles River Dam, Pleasant Street Bridge, Grove Park, and South Natick Dam Park are listed on the National Register of Historic Places. The site is also proximate to listed archaeological resources. A 2023 report prepared by the Public Archaeology Laboratory (PAL), contracted by the Town, concludes that the dam spillway removal will have an adverse effect on the John Eliot National Register and Local Historic District. As described in the EENF, the Proponent has previously obtained a Cultural Resource Assessment in the vicinity of the

dam. The assessment recommended the use of avoidance and protection measures in the upland construction access and staging areas, which have been incorporated into the project plans. The Proponent will comply with construction-phase archaeological monitoring and/or a walkover survey of the dewatered impoundment and dam areas, as required by MHC and Tribal Historic Preservation Offices.

The PAL report also recommends additional study of the Pleasant Street bridge to assess if or how increased scour following spillway removal may damage the bridge structure. As stated in the EENF, based on the H&H analysis conducted for the project, the increased velocities and shear are minor and are not expected to result in adverse effects to the bridge. I refer the Proponent to comments from MHC, which recommend that all comments received on the EENF be provided to USACE.

### *Construction Period*

The EENF indicates that project construction will commence in January 2026, and conclude in January 2027. All construction and demolition activities should be managed in accordance with applicable MassDEP's regulations regarding Air Pollution Control (310 CMR 7.01, 7.09-7.10), and Solid Waste Facilities (310 CMR 16.00 and 310 CMR 19.00, including the waste ban provision at 310 CMR 19.017). The project should include measures to reduce construction period impacts (e.g., noise, dust, odor, solid waste management) and emissions of air pollutants from equipment, including anti-idling measures in accordance with the Air Quality regulations (310 CMR 7.11). I encourage the Proponent to require that its contractors use construction equipment with engines manufactured to Tier 4 federal emission standards, or select project contractors that have installed retrofit emissions control devices or vehicles that use alternative fuels to reduce emissions of volatile organic compounds (VOCs), carbon monoxide (CO) and particulate matter (PM) from diesel-powered equipment. Off-road vehicles are required to use ultra-low sulfur diesel fuel (ULSD). If oil and/or hazardous materials are found during construction, the Proponent should notify MassDEP in accordance with the Massachusetts Contingency Plan (310 CMR 40.00). All construction activities should be undertaken in compliance with the conditions of all State and local permits.

## SCOPE

### General

The Single EIR should follow Section 11.07 of the MEPA regulations for outline and content and provide the information and analyses required in this Scope. It should clearly demonstrate that the Proponent has sought to avoid, minimize and mitigate Damage to the Environment to the maximum extent practicable.

### Project Description and Permitting

The Single EIR should identify any changes to the project since the filing of the EENF. It should identify and describe State, federal and local permitting and review requirements associated with the project and provide an update on the status of each of these pending actions. The Single EIR should include a description and analysis of applicable statutory and regulatory

standards and requirements, and a discussion of the project's consistency with those standards. It should provide an update on any coordination Agencies since the filing of the EENF. It should clarify whether the dam will remain a DCR jurisdictional dam following project completion.

The Single EIR should include detailed site plans for existing and post-development conditions at a legible scale. The Single EIR should provide detailed plans, sections, and elevations to accurately depict existing and proposed conditions, including proposed above- and below-ground structures, on- and-off-site open space, and resiliency and other mitigation measures.

The information and analyses identified in this Scope should be addressed within the main body of the Single EIR and not in appendices. In general, appendices should be used only to provide raw data, such as drainage calculations, traffic counts, capacity analyses and energy modelling, that is otherwise adequately summarized with text, tables, and figures within the main body of the Single EIR. Information provided in appendices should be indexed with page numbers and separated by tabs, or, if provided in electronic format, include links to individual sections. Any references in the Single EIR to materials provided in an appendix should include specific page numbers to facilitate review.

#### Wetlands and Waterways

The Single EIR should address MassDEP-WRP comments, specifically regarding the requirement for Demolition Approval. It should provide additional details regarding downstream modeling for sediment blockages/accumulation. Specifically, the number and location of monitoring sites should be provided, to the extent this has been determined. The Single EIR should describe what mitigation measures will be employed should monitoring find issues with sedimentation downstream of the dam following removal. It should provide additional details regarding invasive species management and monitoring following dam removal. The EENF indicates that a No-Rise Certification will be required; the Single EIR should provide additional details, including a No-Rise analysis, and confirm that the H&H modeling concludes that the project will not increase the water surface elevation during the 100-year storm following dam removal. The Single EIR should also respond to comments from CRWA, which request that the Town consider timing the dam removal to avoid negative impacts on fish or other aquatic life. In particular, spring and fall migratory fish patterns should be observed and accounted for in the final project plan. The Single EIR should include a commitment to submit the technical/scientific data required by FEMA due to the anticipated change in the base flood elevation as documented in the Flood Insurance Study and detailed in comments from the WRC.

#### Mitigation and Draft Section 61 Findings

The Single EIR should include a separate chapter summarizing all proposed mitigation measures including construction-period measures. This chapter should also include a comprehensive list of all commitments made by the Proponent to avoid, minimize and mitigate the environmental and related public health impacts of the project, and should include a separate section outlining mitigation commitments relative to EJ populations. The filing should contain clear commitments to implement these mitigation measures, estimate the individual costs of each proposed measure, identify the parties responsible for implementation, and contain a schedule for implementation. The list of commitments should be provided in a tabular format organized by

subject matter (wetlands, waterways, climate change, construction period, etc.) and identify the Agency Action or Permit associated with each category of impact. Draft Section 61 Findings should be separately included for each Agency Action to be taken on the project. The filing should clearly indicate which mitigation measures will be constructed or implemented based upon project phasing to ensure that adequate measures are in place to mitigate impacts associated with each development phase.

### Responses to Comments

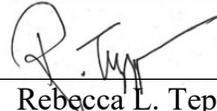
The Single EIR should contain a copy of this Certificate and a copy of each comment letter received. In order to ensure that the issues raised by commenters are addressed, the Single EIR should include direct responses to comments to the extent that they are within MEPA jurisdiction. This directive is not intended, and shall not be construed, to enlarge the scope of the Single EIR beyond what has been expressly identified in this certificate.

### Circulation

The Proponent should circulate the Single EIR to each Person or Agency who previously commented on the EENF, each Agency from which the Project will seek Permits, Land Transfers or Financial Assistance, and to any other Agency or Person identified in the Scope. The Proponent may circulate copies of the Single EIR to commenters other than Agencies in a digital format (e.g., CD-ROM, USB drive) or post to an online website. However, the Proponent should make available a reasonable number of hard copies to accommodate those without convenient access to a computer to be distributed upon request on a first come, first served basis. A copy of the Single EIR should be made available for review in the Natick Public Library.

June 14, 2024

Date



Rebecca L. Tepper

### Comments received:

Ten comment letters beginning with “Thank you for the opportunity to comment on the South Natick Dam Removal...”

05/13/2024	Kate Neville
05/14/2024	Mass Audubon
05/16/2024	Anonymous
05/23/2024	Natick Historic District Commission
05/28/2024	Ralf Schmid
05/28/2024	Bruce Green
05/28/2024	Deborah Walsh
05/28/2024	Stuart Rubinow
05/28/2024	Michael Lehner
05/28/2024	Lynn R. Osborn
05/28/2024	Shaun Keller

05/28/2024 Margaret F. Young  
05/28/2024 Jonathan Moore  
05/28/2024 Sarah Gates  
05/28/2024 Paula Cortes  
05/28/2024 Catie Nielson  
05/28/2024 Sarah Griffith  
05/28/2024 Tom Connors  
05/28/2024 Ellen J Keiter  
05/28/2024 Denise Chicoine  
05/28/2024 John Woodhull  
05/29/2024 Janet Stotsky  
05/29/2024 Bryan  
05/29/2024 Becky Sarah  
05/29/2024 Peter von Au  
05/30/2024 Lynn Scheller  
05/30/2024 Jay Turner  
05/31/2024 George Stamatatos  
05/31/2024 Robert Schlauch  
05/31/2024 Andrew Bodkin  
06/01/2024 Robert Riman  
06/03/2024 Massachusetts Historical Commission (MHC)  
06/03/2024 Wendy E Rowe  
06/03/2024 Martha Podren  
06/03/2024 Mary Loeken  
06/05/2024 Tien Lum  
06/05/2024 Cole Rainey-Slavick  
06/06/2024 Sarah Hanna  
06/06/2024 Charles River Watershed Association  
06/06/2024 Massachusetts Water Resources Authority  
06/07/2024 Kimberlee J. Trudeau  
06/07/2024 Massachusetts Department of Conservation and Recreation (DCR)  
06/07/2024 David Brick  
06/07/2024 Betty Barrer  
06/07/2024 Greater Boston Chapter of Trout Unlimited  
06/07/2024 Massachusetts Department of Environmental Protection (MassDEP), Northeast  
Regional Office (NERO)  
06/07/2024 Massachusetts Department of Environmental Protection (MassDEP), Waterways  
Regulations Program (WRP)  
06/07/2024 Massachusetts Water Resources Commission (WRC)  
06/07/2024 Massachusetts Rivers Alliance  
06/07/2024 Charles River Recreation

RLT/ELV/elv

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Page: 1 of 22 05/02/2025 08:14 AM



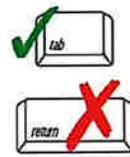
**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
233-919  
MassDEP File #  
eDEP Transaction #  
Natick  
City/Town

**A. General Information**

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

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



1. From: Natick  
Conservation Commission

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

3. To: Applicant:  
a. First Name Jamie      b. Last Name Erickson

c. Organization Town of Natick

d. Mailing Address 13 East Central Street

e. City/Town Natick      f. State MA      g. Zip Code 01760

4. Property Owner (if different from applicant):  
a. First Name \_\_\_\_\_      b. Last Name \_\_\_\_\_

c. Organization Town of Natick

d. Mailing Address 13 East Central Street

e. City/Town Natick      f. State MA      g. Zip Code 01760

5. Project Location:  
a. Street Address 11 Pleasant Street      b. City/Town Natick

c. Assessors Map/Plat Number 63      d. Parcel/Lot Number 23

Latitude and Longitude, if known:      d. Latitude \_\_\_\_\_      e. Longitude \_\_\_\_\_



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 233-919  
 MassDEP File #

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### A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
 Middlesex South  
 a. County 5811 b. Certificate Number (if registered land) 361  
 c. Book 5811 d. Page 361
7. Dates: 03/24/2025 04/17/2025 04/23/2025  
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
Ecological Restoration Limited Project Notice of Intent (204 pages)  
 a. Plan Title  
GZA GeoEnvironmental Inc. Derek Shipper, P.E.  
 b. Prepared By c. Signed and Stamped by  
January 2025 varies  
 d. Final Revision Date e. Scale  
See attached Findings and Special Conditions  
 f. Additional Plan or Document Title g. Date

### B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:  
 Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- a.  Public Water Supply b.  Land Containing Shellfish c.  Prevention of Pollution  
 d.  Private Water Supply e.  Fisheries f.  Protection of Wildlife Habitat  
 g.  Groundwater Supply h.  Storm Damage Prevention i.  Flood Control
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

#### Approved subject to:

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



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## B. Findings (cont.)

Denied because:

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

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

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	<u>3,683</u> a. linear feet	<u>3,683</u> b. linear feet	<u>3,582</u> c. linear feet	<u>3,582</u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> c. square feet	<u>                    </u> d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	<u>691,863</u> a. square feet <u>11,500</u> e. c/y dredged	<u>691,863</u> b. square feet <u>11,500</u> f. c/y dredged	<u>384,675</u> c. square feet	<u>384,675</u> d. square feet
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>754,795</u> a. square feet	<u>754,795</u> b. square feet	<u>714,925</u> c. square feet	<u>714,925</u> d. square feet
Cubic Feet Flood Storage	<u>                    </u> e. cubic feet	<u>                    </u> f. cubic feet	<u>                    </u> g. cubic feet	<u>                    </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u>                    </u> a. square feet	<u>                    </u> b. square feet		
Cubic Feet Flood Storage	<u>                    </u> c. cubic feet	<u>                    </u> d. cubic feet	<u>                    </u> e. cubic feet	<u>                    </u> f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	<u>206, 148</u> a. total sq. feet	<u>206, 148</u> b. total sq. feet		
Sq ft within 100 ft	<u>N/A</u> c. square feet	<u>N/A</u> d. square feet	<u>N/A</u> e. square feet	<u>N/A</u> f. square feet
Sq ft between 100-200 ft	<u>N/A</u> g. square feet	<u>N/A</u> h. square feet	<u>N/A</u> i. square feet	<u>N/A</u> j. square feet



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**B. Findings (cont.)**

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

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



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## B. Findings (cont.)

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

23.  Restoration/Enhancement \*:

307,188

a. square feet of BVW

0

b. square feet of salt marsh

24.  Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

## C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 04/23/2030 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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

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

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
 "File Number            233-919 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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

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

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

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



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

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
  - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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

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

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

**See attached Special Conditions**

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



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

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No
2. The Natick Conservation Commission hereby finds (check one that applies):
  - a.  that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:
 

1. Municipal Ordinance or Bylaw	2. Citation
---------------------------------	-------------

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.
  - b.  that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:
 

<u>Natick Wetlands Protection Bylaw</u>	<u>Art. 79</u>
1. Municipal Ordinance or Bylaw	2. Citation
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.  
 The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

If yes above, see attached Special Conditions

# Natick Conservation Commission

## Special Conditions 1-33 11 Pleasant Street (South Natick Dam Charles River) DEP # 233-919

Site: 11 Pleasant Street (South Natick Dam)

Owner/Applicant Town of Natick – Jamie Errickson, Town Administrator  
13 East Central Street, Natick, MA 01760  
508-647-6452 jerrickson@natickma.org

Representative Adrienne Dunk, GZA GeoEnvironmental, Inc.  
1350 Main Street, Suite 1400, Springfield, MA 01103  
413-726-2144 adrienne.dunk@gza.com

Date of Issuance 04/23/2025

Existing Conditions: Existing natural park area on top of earthen embankment and existing run-of-the-river concrete spillway and apron with associated concrete fish ladder

### Approved Project Summary:

- The work proposed for this project consists of the following.
  - Remove necessary trees, in conjunction with the Town's Tree Warden.
    - Currently 5 trees are estimated to be removed for construction access.
    - Stumps will be ground flush with ground surface.
  - Install erosion controls and staging areas at Grové Park.
    - Construction entrance
    - Stockpiling pad (6" deep crushed stone)
    - Observation well protection
  - Construct access pathway installed
    - Woodchips 12" deep and approximately 10' wide along the top of the existing embankment
  - Construct bypass pipe/culvert for flow diversion and install coffer dam
    - Bypass structure will be placed through the existing gate structure for the dam.
    - Cofferdam will consist of supersacks placed downstream of the existing spillway to prevent debris from removal from travelling downstream. The flow bypass will not be impacted by the coffer dam.
  - Construct temporary haul road.
    - Haul road will consist of boulders (specified to be free of soil) placed on top of layers of larger cobbles/gravel, 6 inches of 1 ½ crushed stone, and a water proof membrane.
  - Remove existing spillway, concrete apron, and fish ladder structure.

- Equipment will access the river using the haul road, from which they will remove portions of the concrete structures for disposal.
- Work will be conducted from the northern bank (Old Town Park) to the southern bank (Grove Park) to allow for portions of the haul road to be removed as construction progresses. Cofferdam will be repositioned throughout the process to allow for a new channel to begin forming a secondary channel along the northern bank.
- Remove temporary bypass piping, cofferdam, access pathway and all other construction phase staging.
  - No permanent impacts are anticipated from the haul road or access pathway removal.
  - Gate structure will be returned to a closed condition.
- Monitor and manage newly exposed land areas.

**Final Approved Plans and Documents:**

1. Ecological Restoration Limited Project Notice of Intent (204 pages), prepared by GZA GeoEnvironmental, Inc., dated March 2025
  - a. Appendix A – WPA Form 3 Notice of Intent and Appendix A
  - b. Appendix B - Correspondence with Division of Fisheries and Wildlife and Division of Marine Fisheries
  - c. Appendix C - Charles River Dam at South Natick – Dam Decommissioning and River Restoration Project (18 sheets), prepared by GZA GeoEnvironmental, Inc., stamped by Derek Shipper, P.E., dated January 2025
  - d. Appendix D – Site Photographs
  - e. Appendix E – Wetland Report and Determination Data Forms
  - f. Appendix F – 401 WQC Proof of Filing
  - g. Appendix G – Abutter Documentation and Notification
  - h. Appendix H – Environmental Monitor Publication Information
  - i. Appendix I – Sediment Monitoring Plan
  - j. Appendix J – 253 Dam Safety Permit
  - k. Appendix K – Hydrologic and Hydraulic Analysis
  - l. Appendix L – Certified No Rise Assessment

**Findings of Fact**

The proposed project permitted under this Order of Conditions (OOC) (DEP #233-919) consists of removal of the concrete spillway, apron, and fish ladder associated with the South Natick Dam on the Charles River. The site is located within areas subject to the jurisdiction under the Natick Wetlands Protection Bylaw and the state Wetlands Protection Act including: 100' Buffer Zone, Bank, 200' Riverfront Area, Bordering Land Subject to Flooding, and Land Under Waterbodies and Waterways.

This project is being filed as an Ecological Restoration Limited Project (310 CMR 10.53(4)) with proposed project and subsequent river restoration. The removal of the South Natick Dam spillway and fish ladder will remove an impediment and reconnect roughly 19.5 miles of the Charles River, including 2 cold water fisheries. The current high-hazard earthen dam/spillway serves no purpose in terms of energy creation industry or water supply, and the status of the dam is "Poor" Per Massachusetts Office of Dam Safety standards. The proposed project will reduce the existing impoundment area in order to declassify the earthen embankment as a dam. The reduction of the impoundment area to a natural river corridor will not only reestablish floodplain and bordering vegetative wetland surrounding the river channel but will also establish wildlife habitat downstream of the existing dam through the passive release of sediment. The proposed project also includes long-term monitoring and management of sediment and invasive species to ensure that downstream resource areas and created resource areas within the existing impoundment achieve the goal of ecological restoration.

The proposed project meets all applicable interests of the Act (Land Containing Shellfish not applicable) to the maximum extent practicable with minimization proposed to ensure as little disturbance as possible of access and staging areas. Tree removal has been minimized and coordinated with the Natick Tree Warden to prioritize removal of trees already identified as public safety risks through an arborist assessment. Trees along the access path to remain will have additional protections to ensure minimal damage. The access (12" woodchips) and staging areas (stone dust/gravel) will be surfaced to minimize compaction of soils and roots of surrounding trees. Work is proposed during traditional low flow periods to minimize disruptions in downstream water levels during the drawdown of the impoundment area. In water work will be protected through the creation of a boulder access road on the upstream side of the project area, and a coffer dam on the downstream side of the project area. The work area will be continuously reduced throughout to ensure debris and active areas of disturbance are contained and minimized. Bypass flow of the Charles River will be maintained throughout the project to minimize disruption to downstream water flow during the construction period.

The project has received review and approval through a number of regulatory bodies/agencies and additional approvals are still anticipated. At the time of the issuance of this permit the project has received 2 Secretary's Certificates under the MEPA review process (File #EEA 16832) and Chapter 253 Dam Safety Permit (File # 37-2025-449. The project has filed both for Section 401 Water Quality Certification (WQC) for Dredge and Fill (File # 24-WW26-0064-APP), the Pre-Construction Notification with the US Army Corps of Engineers, and Project Notification Form with Massachusetts Historical Commission (Section 106 consultation to be completed by USACE). The project is also coordinating with MWRA to determine any permitting needs for the existing sewer main conduit that sits below hard bottom in the existing impoundment area.

**As the project is not set to start until 2026 due to the remaining regulatory reviews and time of year restrictions, along with the proposed 2 years of sediment monitoring and invasive species monitoring and management, this Order of Conditions is being issued for a period of 5 years.**

#### General Conditions

1. The Commission reserves the right to impose additional conditions or require the submittal of additional information as necessary to protect the interests of the Massachusetts Wetlands Protection Act, M.G.L. c. 131, 40 ("Act") and the Town of Natick Wetland Bylaw.
2. If any change is made or intended to be made in the plans, the applicant shall inquire in writing of the Commission whether the change necessitates a new Notice of Intent filing or Amended Order of Conditions. When plans are updated it is the responsibility of the applicant to provide all City Departments involved in the permitting and approval process complete and consistent plans.
3. The Natick Conservation Commission and the Commission's agents shall have the right to enter and inspect the premises to evaluate compliance with this OOC, and may require the submittal of any data necessary for such evaluation.

#### Conditions Prior to Construction

4. Within thirty (30) days of the issuance of this OOC and prior to commencement of work, the original copy of the OOC must be recorded with the Registry of Deeds (Middlesex). Proof of recording must be submitted to the Conservation Commission prior to the commencement of work. Failure to comply with this condition shall be cause to revoke this OOC.
5. Prior to the commencement of any activity on site, the applicant shall inform the Conservation Agent in writing of the names, addresses, email addresses, and telephone numbers of the project's supervisor(s) and alternate(s) who will be responsible for ensuring compliance with this OOC, and who will have the authority to (a) receive comments from the Commission, (b) direct the contractor to take measures of erosion and sedimentation control, and (c) order work to be stopped, if necessary.

6. The applicant shall notify the Conservation Agent in writing of any changes in personnel under the above condition.
7. Tree removal work required for site access and equipment access may occur at any time following the issuance of this permit and the associated appeal period to ensure work can occur in compliance with time of year restrictions associated with bat roosting, as noted in the approved Notice of Intent documentation.
8. The selected contractor shall schedule a meeting, with appropriate representatives from the Town of Natick, with the Conservation Agent prior to any site work, including the installation of erosion controls or drawdown of the impoundment levels, to review methods and means and ensure understanding of the Order of Condition requirements. Tree removal work may occur prior to this meeting in accordance with condition 7.
9. The selected contractor shall schedule a meeting, with appropriate representatives from the Town of Natick, with the Conservation Agent prior to any site work, including the installation of erosion controls or drawdown of the impoundment levels, to review methods and means and ensure understanding of the Order of Condition requirements. Tree removal work may occur prior to this meeting in accordance with condition 7.
  - a. Contractor shall ensure that all equipment used is low ground pressure and minimizes compaction throughout the impoundment area.
  - b. Timber matting may be used in place of the crushed stone at the approved staging area location along Pleasant Street.
  - c. Maintenance of the wood chip access path shall be conducted in a manner that minimizes the compaction of woodchips into the embankment soil. The Commission recommends that filter fabric be placed under the woodchips.
10. This OOC shall be incorporated in all construction contracts for this project. All contractors working at the site shall be made aware of the provisions contained within this OOC and shall adhere to all conditions contained herein.
11. Prior to the start of work, and if the project involves work adjacent to Bordering Vegetated Wetland (BVW), the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes, poles or flagging. Once in place, the wetland boundary markers shall be maintained until the Conservation Commission has issued a Certificate of Compliance.
12. Prior to the commencement of any activity on site, other than the placement of erosion and sedimentation controls and marking of BVW, there shall be a Pre-construction Meeting between the project supervisor, the contractor responsible for the work, and the Conservation Agent. Please contact the Conservation Commission office at 508-647-6452 at least seventy-two (72) hours prior to any activity to arrange for the Pre-construction Meeting. This meeting shall:
  - a. Ensure the requirements of the OOC are understood by all parties;
  - b. Check certain requirements have been met (installation of DEP file number sign, submittal of proof of recording, installation of applicable erosion controls, marking of BVW, contact information provided, etc.);
  - c. Adjust erosion controls, if deemed necessary by the Conservation Agent.

**Conditions During Construction**

13. This OOC and a copy of the approved plans must be kept on the project site during construction at all times.
14. Erosion and sediment control measures shall follow the specifications in the final approved plans under this OOC.

15. Sediment monitoring shall be implemented per the approved Sediment Monitoring Plan and any additional requirements placed on the project as part of the WQC Section 401 approval.
16. The Natick Conservation Commission and the Commission's agents shall have the authority to inform the applicant or the applicant's representative of violations of the erosion and sediment control measures of this OOC. Upon such notification, the owners shall take immediate action to correct the violation.
17. All erosion and sediment control measures shall be maintained in continuous functioning order until all disturbed areas are re-vegetated and stabilized. This shall include periodic clean out of catch basins (where applicable) and replacement of filter fabric and hay bales. Erosion and sediment controls should be inspected on a weekly basis and after every storm event of a ½ inch of rain or more. Erosion and sediment controls must be repaired, reinforced or replaced as necessary.
18. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair silt fences, or any other devices planned for use during construction.
19. If de-watering is required, water shall be pumped into a filter bag or settling basin constructed of straw bales or silt fence which will be located in suitable areas outside of the wetland resource areas. The basin and all accumulated sediment will be removed following de-watering operations, and the area seeded and mulched.
20. A general policing of the entire wetland area must be performed in which all manufactured items and debris are to be removed from the wetland resource areas and buffer zones.
21. The areas of construction access shall remain in a stable condition at the close of each construction day.
22. Materials and equipment shall be stored in a manner and location, which will minimize the compaction of soils and the concentration of runoff. Equipment fuel storage and refueling operations shall be situated in the areas identified for equipment access and staging on the approved plans. If a spill occurs, contaminated soils shall be removed according to guidelines established by MassDEP.
23. Equipment shall be maintained to prevent leakage or discharge of pollutants. Any leakage of oil, hydraulic fluid, or other pollutant shall be cleaned up immediately upon discovery and the equipment shall be immediately removed from the site. Adequate sized spill kits depending on size of equipment must be kept on-site at all times.
24. If any unforeseen problem occurs during construction which affects any of the statutory interests of the Wetlands Protection Act, Chapter 131, Section 40 and/or the Natick Wetland Bylaw, upon discovery, the applicant shall notify the Commission, and an immediate meeting shall be held between the Commission, the applicant, the engineer, contractor, and other concerned parties to determine the corrective measures to be employed. The applicant shall then act to correct the problem using the corrective measures agreed upon.
25. Horticultural best practices must be followed including, plantings shall not be allowed to be planted in their mesh or wire baskets.
26. If any trees not approved for removal within the wetland or buffer zone associated with the project area (e.g., inside the limit of work) die within 2 years of the start of construction or have been demonstrably harmed by construction activities, they shall be replaced at a ratio of 2:1 with native canopy saplings (of roughly 2 caliper inches).

27. No pesticides, herbicides, or fertilizers shall be applied within wetland resource areas including Riverfront Area, and within any buffer zones except as approved under the Town of Natick's Vegetation Management Plan and Yearly Operating Plans, or as approved for invasive species management associated with the project. Should chemical management of invasive species be required, a treatment plan shall be submitted for review and approval per condition 33.g.i.

### **Conditions After Construction**

28. Following the removal of the spillway, apron, and fish ladder, the Town shall proceed with invasive species monitoring and management within the newly exposed wetland areas. Monitoring of newly exposed land shall begin within 6 weeks following dam removal or within 1 week of the first signs of revegetation, whichever occurs first. Monitoring shall be completed by Town of Natick staff, a selected contractor, or approved volunteers.
- a. Monitoring forms shall be developed and provided to the Conservation Commission prior to monitoring starting.
  - b. For the first 4 weeks of monitoring, depending on stability of newly exposed areas, monitoring shall consist of reviewing the exposed areas from the former bank for signs of invasive plant growth – specifically focusing on Japanese knotweed and purple loosestrife – on a weekly basis. If soil stability is good and the exposed areas are dry enough to walk through without causing undue compaction, walkthroughs of the areas may also be performed as part of the initial monitoring.
  - c. If soil stability is good and growth of invasive species is observed, manual pulling of invasive plants shall occur during the initial 4 weeks of monitoring. Removed plant material shall be placed in a thick black trash bag and allowed to desiccate prior to disposal as trash.
  - d. Throughout the duration of the winter months (November-February) monitoring may be reduced to once a month to ensure areas are stable and no immediate management is required.
  - e. At the onset of the growing season (March 15<sup>th</sup> or soil temps over 45 degrees, whichever occurs first), monitoring of the areas shall resume on a weekly basis until June 15<sup>th</sup>. Mechanical removal shall occur as needed and all removed plant material shall be placed in a thick black trash bag and allowed to desiccate prior to disposal as trash.
  - f. Between June 15<sup>th</sup> and August 15<sup>th</sup>, monitoring may be reduced to twice monthly and pulling shall occur as necessary. All removed plant material shall be placed in a thick black trash bag and allowed to desiccate prior to disposal as trash.
  - g. After the first 12 months of monitoring and management following the removal of the spillway, a walk through shall occur with the Conservation Agent, Town Engineer, and any other applicable staff to determine if any supplemental revegetation or chemical management of invasive species is required.
    - i. Chemical management may be necessary if stands of Japanese knotweed have established in areas greater than 25 cumulative square feet have been identified. Should chemical management be determined to be necessary, a plan for application and contact information for the licensed applicator shall be provided for review and approval to the Conservation Office.
    - ii. If supplemental revegetation is determined to be necessary, the applicant shall apply the New England Wetland Plants Wetmix Seed Mix, or approved equivalent, to the identified areas to reestablish native plants in bare or underperforming areas.
  - h. Following the first 12 months of monitoring and management following the removal of the dam, monitoring shall occur on a monthly basis and with removal occurring as needed. Monitoring of areas where supplemental vegetation has been installed shall be monitored on a weekly basis during the growing seasons (spring and fall).
  - i. After 24 months of monitoring and management, a formal report shall be provided to the Conservation Commission summarizing monitoring and management, detailing any chemical management performed, and providing information on the success of native

revegetation. If invasive species are observed at less than 15% of the total vegetative community in the exposed areas, the management shall be considered successful.

29. Park improvement and restoration planting work considered park of the "South Natick Parks Improvement Project" shall be permitted under a separate Notice of Intent filing.
30. Once the site is stabilized, all erosion controls shall be removed and properly disposed of utilizing the least invasive means possible.
31. As soon as the work described in this OOC is completed, the applicant must submit to the Commission a written request for a Certificate of Compliance. The following documents shall accompany the request:
  - a. A completed Request for Certificate of Compliance form (WPA Form 8A).
  - b. An as-built plan signed and stamped by a professional engineer or land surveyor registered in Massachusetts. This plan will include all structures, grading (topography), drainage, and landscape features and plantings.
  - c. A written statement from a Professional Engineer registered in Massachusetts certifying that the work has been completed in substantial compliance with this Order of Conditions and the approved plans referenced herein (or approved revisions). If the completed work differs from that in the approved plans and conditions, the report must specify how the project differs.
  - d. Invasive species management report as noted in Condition 33.i.
  - e. Compiled reports on sediment monitoring from the selected contractor and the Town of Natick.

#### **Special Conditions in Perpetuity**

The following conditions are perpetual and do not expire with the issuance of a Certificate of Compliance. They shall continue in force beyond the Certificate of Compliance and shall be referred to in all future deeds to this property:

32. No pesticides, herbicides, or fertilizers shall be applied within wetland resource areas including Riverfront Area, and within any buffer zones except as approved under the Town of Natick's Vegetation Management Plan and Yearly Operating Plans, or as approved for invasive species management associated with the project. Should chemical management of invasive species be required, a treatment plan shall be submitted for review and approval per condition 33.g.i. .
33. This OOC shall apply to any successor in control or successor in interest of the property described in the Notice of Intent and accompanying plans. These obligations shall be expressed in covenants in all deeds to succeeding owners of portions of the property so as to apprise future owners that the conditions provided herein will apply to this property in perpetuity.



**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:  
 233-919  
 MassDEP File #

eDEP Transaction #  
**Natick**  
 City/Town

### E. Signatures

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

04/23/2025

1. Date of Issuance

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

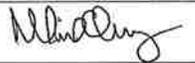
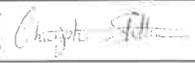
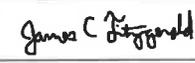
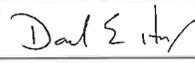
6

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

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.

I, Claire Rundelli, Conservation Agent and Open Space Planner of the Town of Natick, am authorized to execute on behalf of the members of the Town of Natick Conservation Commission all Determinations of Applicability, Orders of Condition, and Certificates of Compliance pursuant to the Commission's vote dated September 16, 2021, and recorded with the Middlesex South District Registry of Deeds in Book 78795, Page 102.

 Signature	<b>Matthew Gardner</b> Printed Name
 Signature	<b>Jeffrey Richards</b> Printed Name
 Signature	<b>Michael Downey</b> Printed Name
 Signature	<b>Christopher Stillman</b> Printed Name
 Signature	<b>James Fitzgerald</b> Printed Name
 Signature	<b>David Howe</b> Printed Name
 Signature	Printed Name <b>Claire Rundelli, Conservation Agent</b> Printed Name

by hand delivery on

by certified mail, return receipt requested, on 4/23/25

Date

Date



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

## **WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

233-919

MassDEP File #

eDEP Transaction #

**Natick**

City/Town

### **F. Appeals**

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

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

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



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 233-919  
 MassDEP File #

eDEP Transaction #  
**Natick**  
 City/Town

**G. Recording Information**

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

Conservation Commission

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

To:

Conservation Commission

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

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for: Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

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

Instrument Number

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

Document Number

Signature of Applicant



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

DEP File Number:

# Request for Departmental Action Fee Transmittal Form

Provided by DEP

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

## A. Request Information

1. Location of Project

a. Street Address	b. City/Town, Zip
c. Check number	d. Fee amount

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

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

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

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

4. DEP File Number:

\_\_\_\_\_

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



## B. Instructions

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

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



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

DEP File Number:

\_\_\_\_\_  
Provided by DEP

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

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**B. Instructions (cont.)**

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

Department of Environmental Protection  
Box 4062  
Boston, MA 02211

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



November 17, 2025

## The Commonwealth of Massachusetts

James Errickson  
Town Administrator  
Town of Natick  
13 East Central Street  
Natick MA 01760

William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

RE: RE: Charles River Dam Decommissioning and River Restoration Project, 11 Pleasant Street, Natick MA. PAL #4494.01. MHC #RC.66846.

Dear Mr. Errickson:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the information that you submitted, received on November 7, 2025, and the MHC's files for the project referenced above.

The MHC advises the town to have archaeological investigations conducted for the project to identify and evaluate important historic and archaeological deposits and features. In consultation with the town, MHC, and other interested parties, the town's archaeological consultant should develop plans that the town should implement to avoid and protect, or to sufficiently mitigate project-related adverse effects to important historic and archaeological deposits and features.

The State Archaeologist has issued The Public Archaeology Laboratory, Inc. (PAL) a State Archaeologist's field investigation permit to conduct an intensive (locational) archaeological survey (950 CMR 70) for the project.

The PAL should conduct archaeological monitoring in archaeologically sensitive project impact areas in locations that cannot be feasibly hand- or machine-tested. During the drawdown aspect of the project, the PAL should conduct archaeological reconnaissance in the drawdown area. The PAL should provide recommendations for the town to implement to avoid or mitigate project-related effects to any important historic and archaeological deposits and features that are identified during archaeological investigations for the project.

These comments are offered to assist in compliance with Mass. Gen. Laws Chapter 9, ss. 26-27C. If you have any questions, please contact Edward L. Bell at the MHC.

Sincerely,

A handwritten signature in blue ink that reads "Brona Simon".

Brona Simon  
State Historic Preservation Officer  
Executive Director  
State Archaeologist  
Massachusetts Historical Commission

xc:  
Deborah C. Cox, PAL, attn. Suzanne Cherau  
Natick Historical Commission  
Natick Historic District Commission

220 Morrissey Boulevard, Boston, Massachusetts 02125

(617) 727-8470 • Fax: (617) 727-5128

[www.state.ma.us/sec/mhc](http://www.state.ma.us/sec/mhc)



*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
*100 Cambridge Street, Suite 900*  
*Boston, MA 02114*

Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT GOVERNOR

Rebecca L. Tepper  
SECRETARY

Tel: (617) 626-1000  
Fax: (617) 626-1081  
<http://www.mass.gov/eea>

November 15, 2024

CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
ON THE  
SINGLE ENVIRONMENTAL IMPACT REPORT

PROJECT NAME : Charles River Dam Decommissioning and River  
Restoration Project  
PROJECT MUNICIPALITY : Natick  
PROJECT WATERSHED : Charles River  
EEA NUMBER : 16832  
PROJECT PROPONENT : Town of Natick  
DATE NOTICED IN MONITOR : October 9, 2024

Pursuant to the Massachusetts Environmental Policy Act (MEPA; M.G.L. c. 30, ss. 61-62L) and Section 11.08 of the MEPA regulations (301 CMR 11.00), I have reviewed the Single Environmental Impact Report (Single EIR) and hereby determine that it **adequately and properly complies** with MEPA and its implementing regulations.

Project Description

As described in the Single EIR, the project, proposed by the Town of Natick (Town), consists of the removal of the Charles River Dam in South Natick, and improvements to the abutting parks (the "Park Improvements"). The project is being proposed as an Ecological Restoration Limited Project. Based on the 2021 Phase I Dam Inspection Report, the dam is currently in Poor condition. The Massachusetts Department of Conservation and Recreation (DCR) Office of Dam Safety (ODS) subsequently issued a Dam Safety Order, which requires the Town to repair or remove the dam to address the safety issues. The project includes the removal of the dam spillway and fish ladder. To avoid significant land alteration and to protect existing infrastructure along Pleasant Street and within the adjacent parks, the training walls on both the left and right banks of the river will remain in place. Additionally, as tree preservation was identified as a significant community concern, the dam embankment and its mature trees will

also be left in place. Once the spillway and fish ladder are removed, the impoundment area is expected to permanently drawdown and return to conditions similar to those observed in the Charles River up- and downstream of the dam. The channel will be allowed to establish naturally, with proposed passive sediment release from the existing impoundment area.

The Single EIR provided more detail about the proposed Park Improvements, which seek to improve the Climate Resilient Open Space Network along the Charles River in South Natick, and includes work at the South Natick Dam Park, Grove Park, and South Natick Multipurpose Courts. As stated in the Single EIR, the Park Improvements are currently either in conceptual or 25% design phases, but are intended to further enhance the natural riverine system by providing compatible recreational uses, such as walking paths, bird watching opportunities, and river access for small paddlecraft. The Park Improvement phase of work is not expected to independently exceed any MEPA review thresholds as the parks are anticipated to largely serve similar purposes to their current use or be more naturalized (although conceptual impacts are included in impacts described below). According to the Single EIR, the park improvements will provide ongoing monitoring and management of the impoundment area as it naturalizes and evolves over time; however, the design of the park improvements cannot progress past the conceptual phase until after the dam removal is complete, as walking trail alignment and final amenity design will be influenced by the location/configuration of the restored river channel and established resource areas. Based on feedback received through public outreach to-date, the park design concepts currently include the following elements:

- South Natick Dam Park
  - Naturalized river access (no or minimal increase in impervious surface from existing conditions)
  - Enhanced accessibility into the park from Pleasant Street and potentially Mill Lane, as well as bike racks
  - Enhanced seating, potentially including a sheltered seating area
  - Native plantings and erosion control and water quality improvements to the stormwater management system, as feasible
- Grove Park (Project construction access proposed)
  - Path network improvements for existing pathways including tiers of accessibility such as stabilized stone dust segments, compacted soil segments, and limited boardwalk areas (no increase in impervious cover from existing conditions is expected)
  - Picnic area and benches in the existing cleared area near the Pleasant Street frontage
  - Bike racks and space for potential future water access for fishing or passive recreation in the Charles River
  - Limited tree removal for those trees identified by the Town Tree Warden as being dead, unhealthy, or otherwise hazardous (in addition, 4 trees are anticipated to be removed to allow for site access during dam removal construction)
- Multipurpose Use Courts
  - Conversion of existing hardcourt impervious cover (approximately 15,000 square feet) to limited parking area of approximately 8–12 parking spaces (no increase in impervious surface proposed)
  - Improved stormwater management
  - Additional shading and canopy cover

- Naturalized area for informal play, relaxation, picnicking, working out, and other non-structured activities
- Walkways constructed of compacted soil or stabilized stone dust connecting to Grove Park, as well as bike racks
- Preservation of existing wetlands

The Single EIR states that park design will continue to evolve based on additional input from the public. After project implementation, the Park Improvements will explore the potential to enhance public access directly to the Charles River for water-based recreation. Possible recreational enhancements will incorporate measures to protect or improve the naturalization of the exposed impoundment area, limit invasive species colonization, preserve habitat features, and maximize flood storage. Should the proposed Park Improvements differ from the conceptual design as described in the Single EIR, the Town commits to filing a Notice of Project Change (NPC) prior to pursuing applicable Permits. Environmental impacts described below include conservative estimates of alteration associated with the Park Improvements. The Single EIR indicates that no design changes have been made to the project since filing the Expanded Environmental Notification Form (EENF).

### Project Site

The 16.9-acres project site includes the dam, the associated upstream impoundment (extending to near “Red Bridge”), a limited portion of the river immediately downstream of the dam (to the Pleasant Street Bridge), and the adjacent 0.6-acre Grove Park, where construction staging and access are planned. The Charles River Dam (National Inventory of Dams (NID) Number MA00341) is a run-of-river dam that was constructed by the Town in 1934 for the express purpose of scenic and recreational uses; the dam remains under the care and control of the Town. The dam has continued to serve these uses, and as stated in the EENF, does not provide flood control. The Charles River Dam is classified as an Intermediate-sized, High (Class I) hazard potential dam by DCR-ODS under the Dam Safety Regulations (302 CMR 10.00), which means that dam failure would “likely cause loss of life and serious damage to home(s), industrial or commercial facilities, important public utilities, main highway(s) or railroad(s).” As noted, an inspection of the dam in 2021 found the dam to be in Poor Condition, meaning its “condition, as determined by the Commissioner, presents a significant risk to public safety located downstream from the dam.”

The dam embankment is approximately 14 feet high and 200-feet long, with an irregular width varying between 20-30 feet. The dam has one primary spillway consisting of a concrete weir approximately 7-feet tall and 130-feet long, as well as two concrete sluiceways with currently inoperable gates (the gates have been in the ‘closed’ position for several decades). The Pleasant Street Bridge is located approximately 170-feet downstream of the spillway. The Charles River Dam, Pleasant Street Bridge, Grove Park, and South Natick Dam Park are listed on the National Register of Historic Places. The project site is located partially within the John Eliot National Historic District. The site is also proximate to archaeological resources listed in the Massachusetts Historical Commission’s (MHC) Inventory of Historic and Archaeological Assets of the Commonwealth.

Wetland resources on site include Bank, Land Under Water (LUW), Riverfront Area, Bordering Vegetated Wetlands (BVW), and Bordering Land Subject to Flooding (BLSF). The

Charles River (MA72-06) is listed as an impaired water body due to the presence/concentration of several pollutants. Portions of the project site are mapped as Flood Zone AE (an area inundated during a 100-year storm) with a Base Flood Elevation (BFE) varying from elevation (el.) 111 to 116 ft NAVD88, as delineated on Federal Emergency Management Agency (FEMA) map 25017CV005C (revised July 2016). The project site does not contain *Estimated and Priority Habitat of Rare Species* as delineated by the Natural Heritage and Endangered Species Program (NHESP) in the 15<sup>th</sup> Edition of the Massachusetts Natural Heritage Atlas or an Area of Critical Environmental Concern (ACEC). There are no Environmental Justice (EJ) populations<sup>1</sup> located within 1 mile of the project site, which the EENF indicated is the Designated Geographic Area (DGA) for the project.

### Environmental Impacts and Mitigation

Potential environmental impacts associated with the project include the alteration of 101 linear feet (lf) of Bank; 309,471 sf (7.10 acres) of LUW; 39,870 sf of BLSF; and 213,884 sf (4.73 acres) of Riverfront Area. Included in this alteration is the permanent conversion of resource areas associated with the removal of the dam/impoundment, including the elimination of 307,188 sf (7.05 acres) of LUW; 39,870 sf (0.92 acres) of BLSF; and 206,148 sf (4.73 acres) of Riverfront Area; the project is also expected to result in the creation of 307,188 sf (7.05 acres) of BVW. The project will “dredge” approximately 11,500 cubic yards (cy) of sediment (this sediment is expected to be passively transported downstream following dam removal).

Measures to avoid, minimize, and mitigate project impacts include the restoration of the Charles River within the impounded area; the creation of flood storage capacity; implementation of sediment management practices, including downstream monitoring; invasive species management; use of sediment and erosion controls; time of year restrictions; and use of best management practices (BMPs) during construction. As noted above, the Single EIR indicates that the project is proposed as an Ecological Restoration Limited Project.

### Jurisdiction and Permitting

The project is undergoing MEPA review and is subject to a mandatory EIR pursuant to 301 CMR 11.03(3)(a)(1)(b) and 11.03(3)(a)(4) of the MEPA regulations because it requires Agency Actions and will result in the alteration of ten or more acres of any other wetland (LUW and Riverfront Area), and the structural alteration of an existing dam that causes a decrease in impoundment capacity, respectively. The project also exceeds the ENF thresholds at 301 CMR 11.03(3)(b)(1)(b), 11.03(3)(b)(1)(f), and 11.03(3)(b)(3) because it involves the alteration of 500 or more linear feet of inland bank, the alteration of one half or more acres of any other wetlands, and dredging of 10,000 or more cy of material, respectively. The project requires a 401 Water Quality Certification (WQC) and Chapter 91 (c.91) License Permit from the Massachusetts Department of Environmental Protection (MassDEP); a Chapter 253 Dam Safety Permit from DCR; and a Section 8(m) Permit from the Massachusetts Water Resources Authority (MWRA).

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<sup>1</sup> “Environmental Justice Population” is defined in M.G.L. c. 30, § 62 under four categories: Minority, Income, English Isolation, and a combined category of Minority and Income.

The project requires an Order of Conditions from the Natick Conservation Commission (or in the case of an appeal of either, a Superseding Order of Conditions from MassDEP) and a Demolition Delay Permit from the Natick Historical Commission.

The project requires authorization from the U.S. Army Corps of Engineers (USACE) under the General Permits for Massachusetts as well as a National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) from the U.S. Environmental Protection Agency (EPA). It requires review by MHC acting as the State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800).

Because the project will receive Financial Assistance through the Municipal Vulnerability Preparedness (MVP) and DCR-ODS Dam and Seawall Removal Grant programs, MEPA jurisdiction is broad in scope and extends to all aspects of the project that are likely, directly or indirectly, to cause Damage to the Environment as defined in MEPA regulations.

### Review of the Single EIR

The Single EIR was responsive to the limited Scope issued on the EENF. It included an updated project description (including additional details regarding the Park Improvements) and updated site plans, an updated description of required permitting for the project, a No-Rise analysis and updated hydrologic and hydraulic (H&H) analysis, sediment monitoring and management plan, and a response to comments received on the EENF, as well as draft Section 61 Findings.

Comments from DCR state that, based on a review of currently available information, implementation of the project will likely result in improvement over existing site conditions, and further that the project appears to be in the interest of public safety. Comments from the Charles River Watershed Association (CRWA) express support for the project, noting the strong public support for the project and the benefits that the project will restore fish and wildlife passage, improve water quality, and improve biodiversity in and around the Charles River.

### *Wetlands and Waterways*

The project will result in the temporary alteration of 2,283 sf of LUW and 7,736 sf of Riverfront Area; it will result in the permanent alteration of 307,188 sf (7.05 acres) of LUW; 39,870 sf (0.92 acres) of BLSF; and 206,148 sf (4.73 acres) of Riverfront Area; which are expected to be converted to other resource types following dam removal. As noted above, the project is expected to result in the creation of 307,188 sf (7.05 acres) of BVW. The project is anticipated to result in an increase in flood storage within BLSF through the removal of the dam; specifically, dam removal will lower the water surface elevation during the 100-year and 500-year storms based on the results of the H&H analysis. As no topographic changes are proposed outside the impoundment area, this will result in decreased limits of storm inundation (i.e., the level of inundation will not extend as far landward as compared to existing conditions) and will better protect properties upstream of the dam. As noted above, the Charles River Dam is a run-of-river dam constructed for recreational uses, and does not provide flood control. The project is proposed as an Ecological Restoration Limited Project. The Single EIR confirms that a standard

Order of Conditions will be sought from the Natick Conservation Commission to permit the project as an Ecological Restoration Limited Project.

The Single EIR provided additional details regarding invasive species management and monitoring following dam removal, as requested by the Scope on the EENF. The Proponent proposes to adaptively manage the impoundment area after substantial completion of the spillway removal to support volunteer native vegetation and remove invasive vegetation before it can become well established. Monitoring of the exposed impoundment area will be conducted every three months during the growing season for two growing seasons after removal with hand-pulling and/or mechanical removal of observed invasive species. If necessary, during the second growing season, cut and drip application of herbicide may be utilized in coordination with the Conservation Commission for larger stands of Japanese knotweed (*Reynoutria japonica*). If necessary, the Town will apply a wetland or floodplain native seed mix to vegetate exposed areas that are either not vegetating naturally or are supporting invasive species once the monitoring period begins. The Single EIR states that the Town is prepared to support abutting privately-owned land through sharing of expertise and potential financial support for invasive species management.

Comments from CRWA submitted on the EENF requested that the Town consider timing the dam removal to avoid negative impacts on fish or other aquatic life. As stated in the Single EIR, the Town has proposed to observe more restrictive time of year (TOY) restrictions for in water work than are required by regulation to avoid adverse impacts on fish and other aquatic life. Specifically, the Town will observe TOY restrictions identified by Wellesley for March 15 to July 15 and September 1 to November 15 of any given year (while the project is not located in Wellesley, the dam is located approximately 2,800 feet upstream of the Natick/Wellesley municipal boundary). The work is currently anticipated to occur during low-flow conditions, which are likely to occur between July 16 and August 31, 2025. The Single EIR states that correspondence with the Massachusetts Department of Marine Fisheries (DMF) and MassWildlife (included in the Single EIR) did not recommend project timing other than what is proposed. The Single EIR states that the proposed timing avoids adverse impacts.

The Single EIR acknowledges that a c.91 Dredge Permit will be required for dredging activities associated with the removal of the existing fish ladder and spillway. It also acknowledges that the future installation of a boat launch will require review under M.G.L. c. 91 and the Waterways Regulations as 310 CMR 9.00, and indicates that the Park Improvements may require a c. 91 License. However, comments from the MassDEP Waterways Regulation Program (MassDEP-WRP) note that, following review of the EENF and Single EIR, the Department has determined that the removal of the existing, unauthorized fish ladder and spillway is not subject to c. 91 licensing. Pursuant to 310 CMR 9.05(3)(m), the Proponent shall obtain a written administrative approval from MassDEP for the removal/demolition of the dam, fish ladder, spillway and associated fill and structures. The passive release of sediments must be monitored closely as it is largely uncontrolled, and a sediment monitoring plan will be submitted to MassDEP-WRP as part of subsequent permitting as further described below.

The Single EIR provides additional details regarding downstream modeling for sediment blockages/accumulation, as requested by the Scope (detailed in the Sediment Monitoring Plan, Attachment 8). The estimated 11,500 cy of sediment expected to passively release downstream following the dam removal will be released after demolition of the spillway with most of the

passive sediment movement expected to occur over a period of a year or less. As the sediment is transported, it will settle in interstitial spaces within the downstream reach, increasing nutrient transport, and improving in-stream habitat. Sediment sampling conducted for the project (included in the EENF) indicates that the sediment currently in the impoundment is uncontaminated, with no samples exceeding regulatory thresholds.

Three downstream locations are proposed for sediment monitoring both during and after construction; these locations are identified on a map included in the Single EIR. Findings of monitoring activities will be provided in an annual report for two years post-dam removal. Monitoring reports will include a description of current conditions, a summary of data collection for that period, photographs, and applicable maps. Comments from MassDEP-WRP state that the Department anticipates including as a condition of the removal/demolition approval that the Proponent provide MassDEP-WRP copies of the Sediment Monitoring Plan reports described in the Single EIR, in order to ensure that the accumulation of sediments after the removal does not have negative impact on the navigability at this section of the Charles River. As stated in the Single EIR, if monitoring activities suggest that sediment movement along the downstream area is depositing in a manner that may be problematic to infrastructure or cause flooding impacts, and/or is not naturally resolving itself, the contractor or Town will excavate sediment with hand-held equipment or by flushing with a hydrant hose into the flowing channel.

The EENF previously indicated that a No-Rise Certification would be required for the project. The Single EIR includes a No-Rise Analysis, which indicates that the dam is not located within the FEMA Regulatory Floodway of the Charles River. Regardless, an H&H analysis was performed which confirmed that the project is anticipated to comply with the “No Rise” standard with respect to the downstream maximum base flood elevation (BFE). The No-Rise Analysis also confirms that project will not increase the water surface elevations during the 100-year storm upstream, downstream, or at the dam. The Single EIR states that the No-Rise Certification will be submitted to the Town of Natick National Flood Insurance Program (NFIP) Coordinator. Per Natick’s Flood Plain District requirements, the Building Commissioner will notify adjacent communities, the State NFIP coordinating office, and FEMA.

### *Dam Safety*

As noted above, Horn Pond Dam (aka Scalley Dam) is a DCR jurisdictional Dam. The Single EIR confirms that the project requires a Chapter 253 Dam Safety Permit. The Single EIR clarifies that the dam will no longer meet the regulatory definition of a dam as regulated by DCR-ODS (i.e., remaining portions of the dam embankment will be non-jurisdictional). As noted above, comments from DCR indicate that the project will likely result in improvement over existing site conditions, and appears to be in the interest of public safety and successful completion will ensure compliance with dam safety regulations.

### Mitigation and Section 61 Findings

The Single EIR provided draft Section 61 Findings for use by Agencies, which are summarized below. The Section 61 Findings should be provided to Agencies to assist in the permitting process and issuance of final Section 61 Findings. The project is exempt from the May 2010 MEPA Greenhouse Gas Emission (GHG) Policy and Protocol (Policy) as GHG

emissions associated with the project will be limited to the construction period and are de minimis.

#### *Land Alteration*

- Avoidance of permanent land alteration; temporary alteration is limited to construction staging and access within Grove Park and along the earthen embankment which will utilize ground protection measures
- If disturbance of upland areas occurs, restoration through loaming and seeding will be provided
- Trees slated for removal will be coordinated with the Town Tree Warden; coordination with the Nipmuc tribe is ongoing regarding the potential beneficial re-use of the removed trees for tribal purposes
- Trees to remain will be protected during construction.

#### *Dam Safety*

- Compliance with the Dam Safety Order issued by DCR
- Removal of a high-hazard dam
- Completion of an H&H study to ensure that the project will not increase up- or downstream flooding
- Obtaining a Chapter 253 Dam Safety Permit from DCR to ensure compliance with all applicable regulatory requirements

#### *Wetlands*

- Restoration of naturalized riverine conditions with adjacent wetlands, floodplains, and riparian areas
- Implementation of erosion and sedimentation controls to minimize introduction of construction-related soils and sediments into resource areas
- Sediment testing was performed in coordination with MassDEP, which concluded that there were no observations of impoundment sediment samples exceeding regulatory thresholds
- In-water work will be scheduled for low-flow river conditions (July 16 and August 31) and will observe proposed TOY restrictions (March 15 to July 15 and September 1 to November 15)
- Post-construction monitoring of the impoundment area will provide invasive species management efforts
- Proponent will obtain a 401 WQC to ensure compliance with all applicable regulatory standards

#### *Waterways*

- Park Improvements that are proposed to increase access to waterways, through increase recreational uses, such as walking paths, bird watching opportunities, and river access for small paddlecraft
- Provision of a No-Rise Certification
- Proponent will complete c.91 review to ensure compliance with all applicable regulatory standards
- Post-construction sediment monitoring and management will maintain navigability, protect downstream infrastructure, and avoid or minimize flood and scour risks

*Adaptation and Resiliency*

- Removal of dam with a high hazard potential, reducing hazards and risks to downstream public safety, such as flooding, downstream culvert failure, and road washout
- Dam removal will lower the peak flood elevation of the modeled 100- and 500-year storm events, decreasing anticipated flood damage to adjacent properties
- Increased vegetated wetlands and floodplains adjacent to the river will better attenuate flooding and reduce flood risk
- Park Improvements are designed to enhance resilient conditions along the river (funded by the MVP program)
- Reduction of extreme heat risks through the restoration and expansion of vegetated wetland habitats and proposed vegetated bank

*Construction Period*

- Measures will be implemented to alleviate dust, noise, and order nuisance conditions that may occur during construction and demolition activities. All measures will comply with MassDEP's Bureau of Air and Waste Regulations 310 CMR 7.01, 7.09, and 7.10
- All solid waste generated during project construction will be properly managed and disposed of in accordance with 310 CMR 16.00 and 310 CMR 19.00, including 310 CMR 19.017 (waste ban). Any hazardous waste generated by demolition and earthwork activities will be properly managed and registered in accordance with 310 CMR 30.00
- Equipment and material staging will occur within Grove Park and not within Pleasant Street to minimize traffic impacts during project construction
- During construction, greenhouse gas and air quality emissions are anticipated to be associated with the use of diesel-powered equipment. MassDEP regulations including anti-idling measures and the required use of ULSD will be implemented
- Construction timing and noise will observe applicable Town Noise Bylaw requirements
- Both erosion and sedimentation controls will be used to minimize site disturbance and ensure compliance with the performance standards of the WPA and Stormwater Standards

Conclusion

Based on a review of the Single EIR and consultation with Agencies, I find that the Single EIR adequately and properly complies with MEPA and its implementing regulations. The project may proceed to permitting. Participating Agencies should forward copies of the final Section 61 Findings to the MEPA Office for publication in accordance with 301 CMR 11.12. As noted above, should the proposed Park Improvements differ from the conceptual design as described in the Single EIR, an Notice of Project Change (NPC) filing may be needed.

November 15, 2024

Date



Rebecca L. Tepper

Comments received:

10/10/2024 Richard Marsh  
11/08/2024 Massachusetts Water Resources Authority (MWRA)  
11/08/2024 Massachusetts Department of Environmental Protection (MassDEP), Waterways  
Regulation Program (WRP)  
11/08/2024 Massachusetts Division of Conservation and Recreation (DCR)  
11/08/2024 Charles River Watershed Association



**DEPARTMENT OF THE ARMY**  
**US ARMY CORPS OF ENGINEERS**  
**NEW ENGLAND DISTRICT**  
**696 VIRGINIA ROAD**  
**CONCORD MA 01742-2751**

July 25, 2025

Regulatory Division  
File Number: NAE-2024-01669

William Spratt  
Town of Natick  
13 East Central Street  
Natick, Massachusetts 01760  
(Sent Via Email): [wspratt@natickma.org](mailto:wspratt@natickma.org)

Dear William Spratt:

This letter is in regard to your preconstruction notification submitted to the U.S. Army Corps of Engineers (USACE) for the discharge of temporary fill within 2,519 square feet of area below the ordinary high water (OHW) mark for the purposes of creating dry conditions and heavy construction vehicle access to facilitate the removal of South Natick Dam. This project is located in the Charles River at 11 Pleasant Street, Natick, Massachusetts 01760. The work is shown on the enclosed plans titled "CHARLES RIVER DAM AT SOUTH NATICK DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT" on a total of 18 sheets, and dated "DECEMBER, 2024."

Specifically, the project involves the following activities, which will result in the discharge of dredged or fill material within waters of the United States:

- Installation of cofferdams across 307 square feet of riverbed to create 2,125 square feet of dry area within the river.
- Installation of stones and boulders across 2,283 square feet of area within the riverbed to create heavy construction vehicle access route.
- The dam removal will impact 691,863 square feet of the dam impoundment and result in 11,500 cubic yards of passive sediment release.

Based on the information that you have provided, we verify that the activity is authorized under General Permit # 10 and # 24 of the June 2, 2023, federal permit known as the Massachusetts General Permits (GPs). The GPs are available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit>.

Please review the enclosed GPs carefully, in particular the general conditions beginning on page 35, and ensure that you and all personnel performing work authorized by the GPs are fully aware of and comply with its terms and conditions. A copy of the GPs and this verification letter shall be available at the work site as required by General Condition 17. You must perform this work in compliance with the following special

condition(s):

- 1) All construction shall be completed in accordance with the limits of construction and construction sequences detailed on the enclosed plan drawings, titled "CHARLES RIVER DAM AT SOUTH NATICK DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT," on a total of 18 sheets, and dated "DECEMBER, 2024." If you change the plans or construction methods for work within or adjacent to the Charles River, please contact us immediately to discuss modification of this authorization. The Corps of Engineers must approve any changes before you undertake them.
- 2) You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated start date. The form shall be emailed to Maninder Singh at [Maninder.Singh@usace.army.mil](mailto:Maninder.Singh@usace.army.mil) and [cenae-r@usace.army.mil](mailto:cenae-r@usace.army.mil); or mailed to Maninder Singh, Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, Massachusetts 01742-2751.
- 3) You must complete and return the enclosed Compliance Certification Form to this office within one month of the completion of work. The form shall be emailed to Maninder Singh at [Maninder.Singh@usace.army.mil](mailto:Maninder.Singh@usace.army.mil) and [cenae-r@usace.army.mil](mailto:cenae-r@usace.army.mil); or mailed to Maninder Singh, Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, Massachusetts 01742-2751.
- 4) Time of the Year (TOY) restriction will be applied from April 15th to October 31st of any year to all tree removal activities. No tree removal shall take place within the TOY period.

This authorization expires on June 1, 2028. You must commence or have under contract to commence the work authorized herein by June 1, 2028, and complete the work by June 1, 2029. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

We continually strive to improve our customer service. To better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

Please contact Maninder Singh of my staff at (978) 318-8967 or (978)-257-6884 or [Maninder.Singh@usace.army.mil](mailto:Maninder.Singh@usace.army.mil) if you have any questions.

Sincerely,



Kara Hellige  
Chief, Massachusetts Branch  
Regulatory Division

Enclosures:

- 1) Project Plans
- 2) Work Start Notification
- 3) Compliance Certification

cc:

Adrienne Dunk, GZA, [Adrienne.Dunk@gza.com](mailto:Adrienne.Dunk@gza.com)

Joseph L. Zanca, USACE, [Joseph.L.Zanca@usace.army.mil](mailto:Joseph.L.Zanca@usace.army.mil)

Nathan Margason, U.S. EPA, Region 1, Boston, MA, [Margason.Nathan@epa.gov](mailto:Margason.Nathan@epa.gov)

Jill Provencal, DEP NERO, Wetland and Waterways, Wilmington, MA,  
[jill.provencal@state.ma.us](mailto:jill.provencal@state.ma.us)

Kristin Divris, DEP NERO, Wetland and Waterways, Wilmington, MA,  
[Kristin.Divris@mass.gov](mailto:Kristin.Divris@mass.gov)

Philip Di Pietro, DEP NERO, Wetland and Waterways, Wilmington, MA,  
[philip.dipietro@mass.gov](mailto:philip.dipietro@mass.gov)

Kenneth Alepidis, MassDEP, Boston, MA, [Kenneth.Alepidis@mass.gov](mailto:Kenneth.Alepidis@mass.gov)

David Robinson, MA Board of Underwater Archaeological Resources (BUAR),  
[david.s.robinson@mass.gov](mailto:david.s.robinson@mass.gov)

Natick Conservation Commission, [crundelli@natickma.org](mailto:crundelli@natickma.org)



US Army Corps  
of Engineers®  
New England District

**WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before work begins)

\*\*\*\*\*

EMAIL TO: [Maninder.Singh@usace.army.mil](mailto:Maninder.Singh@usace.army.mil) and [cenae-r@usace.army.mil](mailto:cenae-r@usace.army.mil); or

MAIL TO: Maninder Singh  
Regulatory Division  
U.S. Army Corps of Engineers, New England District  
696 Virginia Road  
Concord, Massachusetts 01742-2751

\*\*\*\*\*

Corps of Engineers Permit No. NAE-2024-01669 was issued to William Spratt. This work is located in the Charles River at 11 Pleasant Street, Natick, Massachusetts 01760 and authorized for the discharge of temporary fill within 2,519 square feet of area below the ordinary high water (OHW) mark for the purposes of creating dry conditions and heavy construction vehicle access to facilitate the removal of South Natick Dam.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

**PLEASE PRINT OR TYPE**

Name of Person/Firm: \_\_\_\_\_

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

Phone & email: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Proposed Work Dates: Start: \_\_\_\_\_ Finish: \_\_\_\_\_

Permittee/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date Permit Issued: July 25, 2025 Date Permit Expires: June 1, 2028

\*\*\*\*\*

**FOR USE BY THE CORPS OF ENGINEERS**

PM: Maninder Singh Submittals Required: Yes

Inspection Recommendation: \_\_\_\_\_

<p>U.S. Army Corps of Engineers (USACE)</p> <p><b>CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT</b></p> <p>For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.</p>	<p><i>Form Approved -</i></p> <p><i>OMB No. 0710-0003</i></p> <p><i>Expires 2027-10-31</i></p>
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**The Agency Disclosure Notice (ADN)**

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at [whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil](mailto:whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PURPOSE:** This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions.

Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, New England District.

The certification can be submitted by email at [dll-cenae-r-ma@usace.army.mil](mailto:dll-cenae-r-ma@usace.army.mil) or by mail at the below address:

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers,

U.S. Army Corps of Engineers  
 New England District  
 Regulatory Division  
 696 Virginia Road  
 Concord, MA 01742-2751

**COMPLETED BY THE CORPS**

Corps Action Number:	NAE-2024-01669
Permit Type:	Regional General Permit
General Permit Number and Name ( <i>if applicable</i> ):	GP 10: Ecological Restoration and GP 24: Temporary Fill and Construction
Name of Permittee:	William Spratt
Project Name:	South Natick Dam Decommissioning and River Restoration
Project Location ( <i>physical address</i> ):	Within Charles River, at 11 Pleasant Street, Natick, Massachusetts 01760 at site coordinates: 42.27155, -71.31582.

**PERMITTEE'S CERTIFICATION**

Date Work Started: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

Enclose photographs showing the completed project (*if available*).

I \_\_\_\_\_ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.

Name	Date	Signature
------	------	-----------

**SECTION 01100  
GENERAL PROJECT REQUIREMENTS**

**PART 1 - GENERAL**

1.01 GENERAL

- A. The Contractor shall take all precautions necessary for preventing injuries to persons or damage to property in or about the Work.
- B. The Contractor shall conduct his/her work in a neat and orderly manner, keeping activities and storage of materials and equipment sufficiently neat and confined to the areas specifically delineated on the plans to avoid disruption of the normal operating activities at the Site. The Contractor must maintain access to the Site for the Site Owner and his/her vehicles. The Engineer shall judge the propriety of a Contractor's conduct and may enforce on-site provisions which are considered in the best interest of the Project and Site Owners.
- C. The Contractor shall be responsible for any and all damage done by, or as a result of his operations. The cost of repair for all such damage shall be paid for by the Contractor.
- D. The Work is to be constructed under the observation of the GZA GeoEnvironmental, Inc., of Norwood, Massachusetts, herein referred to as the Engineer.

1.02 INCREASE OR DECREASE IN QUANTITIES

Actual quantity of any unit price item may be above or below that estimated on the Bid Form. Final determination will be made in the field by the Engineer in coordination with the Owner based on observed conditions and/or as deemed to be in the Project Owner's interest. Such action shall in no way invalidate the Contract. No payment shall be made to the Contractor for anticipated profits from unit price quantity totals that turn out to be lower than estimated on the Bid Form. Compensation for unit price totals in exceedance of that estimated in the Bid Form shall be compensated at the unit price given for each respective item.

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### 1.03 SCHEDULE

A. It is the intent of the Owner and the Engineer that the Work of this Contract be completed on an expeditious schedule, and the Contractor is advised that rapid completion of the Project is an important component of this Contract, i.e. "time is of the essence." Due to grant funding and permitting restrictions, **NO IN-WATER WORK MAY BE PERFORMED PRIOR TO JULY 16, 2026, FURTHERMORE, ALL IN-WATER WORK MUST BE COMPLETED BY AUGUST 31, 2026. THE DATE OF SUBSTANTIAL COMPLETION SHALL BE NO LATER THAN SEPTEMBER 11, 2026. POST-CONSTRUCTION SEDIMENT MONITORING SHALL CONTINUE UNTIL 1 YEAR FOLLOWING THE COMPLETION OF IN-WATER WORK.**

B. It is the intent of the Owner and the Engineer to conduct the Work of the Contract on as continual a basis as possible.

The Contractor shall start work under this Contract and shall continue it to completion with all practical dispatch and regularity; the Work shall be started and completed within the times required by the Contract.

The Contractor's schedule of operations shall consider the Owner's inability to regulate flows in the river.

The Contractor will be required to submit to the Engineer, for his/her review, a schedule of operations for the Work of the Contract within ten (10) calendar days after Notice-to-Proceed with the Work. (The start date for work shall be "Day 1"). Approval of the Contractor's schedule of operations by the Engineer does not act as a waiver of liquidated damages.

The schedule shall also identify, as a minimum, the following:

1. Start and finish dates for all major work activities.
  2. Clear indication of the intended sequence and activity levels of Contractor operations.
- C. The Contractor shall make every effort to maintain work consistent with his/her construction schedule. If, in the opinion of the Engineer, the Contractor's activities differ substantially from the approved schedule, the Contractor shall provide, at the Engineer's request, a revised schedule consistent with actual progress.
- D. The cost of all submissions under these requirements, whether initial or in response to the Engineer's request for additional or revised information, shall be provided for in the Contractor's base bid. No additional compensation will be paid.

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#### 1.04 ENVIRONMENTALLY SENSITIVE WORK

The Work of the Project will require that the Contractor work adjacent to and within the river, and adjacent to wetland resource areas within the limits of the Work. The Contractor's attention is called to the sensitivity of these areas to contamination and siltation, and that prevention of contamination, siltation, and erosion during work is of the essence. The Work is adjacent to statutory resource areas which requires adherence to the conditions and stipulations of relevant permits issued by local, state, and federal agencies.

#### 1.05 WEATHER

In the event of temporary suspension of work or during inclement weather, the Contractor (and his/her subcontractors) shall protect carefully the Work and materials against damage or injury from this weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of the subcontractors to protect the Work, such work and materials shall be removed and replaced at the expense of the Contractor. The Owner and Engineer assume no responsibility for delays caused by inclement weather.

#### 1.06 LINES AND GRADES

All lines, grades, locations, elevations, and other related survey work shall be furnished through the Contractor by a Professional Land Surveyor registered in the State of Massachusetts and this cost shall be included in the bid price of the various items of the contract.

#### 1.07 PROTECTION AND RESTORATION OF PROPERTY

The Contractor, in performing the Work of this Contract within or near existing private and public facilities and related appurtenances, utilities, roadways, fences and/or other structures, shall, at his/her own expense, remove and replace them as required to perform the Work, sustain them securely in place, cooperate with the officers and agents of the various utility companies and state, county, and municipal departments which control them, so that the services of these structures may be maintained. The Contractor shall be responsible for the repair or replacement at his/her own expense for any damage to such structures caused by his/her intentional or unintentional acts, and shall leave them in the same or better condition as they existed prior to the commencement of work. In case of damage to utilities, the Contractor shall promptly notify the Engineer and Owner and shall, if requested, furnish laborers to work temporarily under the Owner's direction, in obtaining access to the utility. Pipes and other structures which are damaged by the Contractor's operations may require repair by the respective utility company. The cost of such repairs shall be borne by the Contractor without compensation, therefore.

1.08 ASSISTANCE FOR OBSERVATION AND TESTING

The Contractor shall provide ready and convenient access for the Engineer to all parts of the Work, including furnishing, erecting, moving, and operating ladders and other facilities reasonably required for such access. The Contractor's charges for all such assistance to the Engineer shall be included in the unit prices of the various items of work.

1.09 QUANTITIES

The quantities of the various classes and items of work to be done and materials to be furnished under this Contract, as given on the Bid Form, are approximate and only for the purpose of comparing on a uniform basis the bids for this contract; and the Engineer or Owner is not to be held responsible if any of the said estimated quantities shall be found to be not correct; and the Contractor shall make no claim for damages or for anticipated profits or for loss of profits because of a difference between the quantities of the various classes of work done and materials actually delivered. Quantities of certain bid items include work not shown on the drawings, the extent to be determined by the Engineer during program execution. The Contractor shall note that this work shall be similar in nature and locale to the Work shown on the Drawings for these respective bid items. The Engineer reserves the right to increase or decrease quantities from the estimate of the contract with no additional compensation allowed the Contractor.

1.10 SITE MAINTENANCE AND FINAL CLEAN-UP

The Contractor shall conduct his/her work in a neat and orderly manner and shall cooperate with the Owner's personnel and all other federal, state, county, and local authorities having jurisdiction by keeping the Site of the Work and adjoining area usable and in a neat condition. Areas both within and beyond the Site of the Work that are damaged by the Contractor shall be immediately restored to their original conditions at the Contractor's own expense. The cost of all clean-up as provided above shall be included in the Contractor's total bid price for performing the Work specified under this Contract.

1.11 STORAGE AND PROTECTION

All excavated materials, construction equipment, and new materials for the Work shall be placed so as not to damage the Work and to allow free access at all times to all parts of the Work. Materials shall be stored at locations on-site, as delineated on the Project Drawings and as approved by the Engineer and Owner, which will cause minimum damage to grassed areas, pavement, roads, or otherwise improved areas. Materials shall be stored so as to not interfere with roadways or adjacent Owner property.

No materials or equipment shall be stored within a resource area. Materials, tools, and equipment needed for work shall be secured out of the river channel at the end of each day,

unless otherwise approved by the Engineer. Items which must remain in these areas, and do not contain materials or substances which could contaminate the river, may remain in place provided they are properly secured.

#### 1.12 PROTECTION OF WORK

- A. New materials not incorporated into the Work shall be stored in a secure storage space provided by the Contractor within the limits of the Contractor Staging Area as depicted on the Drawings. The Contractor shall be responsible for providing the necessary protection of new materials and work, and existing construction from damage or loss.
- B. The Contractor is hereby forewarned that flows in the river cannot be controlled. There is the potential that during the Work, conditions will arise which result in elevated river levels and the potential for jeopardizing the Contractor's personnel, equipment, materials, work, and the functionality of temporary water diversion/control structures placed within the river to allow for work therein to be conducted in-the-dry. The Contractor shall therefore consider the ramifications of potential river rise and be prepared to adjust his/her personnel, equipment, materials, work, and water diversion/control measures during the scheduling and sequencing of the Work.
- C. Adequate measures shall be provided by the Contractor for the protection of the Work in relation to typical and increased river levels, and flow and tailwater depths, and the ramifications thereof. The Contractor shall submit a detailed plan of action describing means and methods for protecting the work in progress in order to mitigate damage from said flows.

#### 1.13 PROTECTION OF PERSONNEL

The Contractor is required to take all precautions necessary for preventing injuries to persons or damage to property in or about the Work. The Contractor shall comply with all relevant local, state, county, and federal codes, including but not limited to OSHA regulations.

The Contractor shall be required to develop, submit, and implement a Health and Safety Plan (HASP) specifically tailored to the conditions present at the Site and the Work to be executed. The HASP shall explicitly address provisions for fall protection from any portion of the Dam or appurtenant works and also water safety. The details of the HASP must be consistent with the Owner's policies and procedures, as well as all relevant local, state, county, and federal codes. The Contractor shall submit the HASP to the Owner and the Engineer within five (5) days after the Notice to Proceed and shall not commence work on the Site until information review of the HASP has been completed by the Engineer.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

### **3.01 WORKING HOURS**

- A. Regular working hours shall consist of an 8-hour period between 7:00 AM and 4:30 PM, EDT, Monday through Friday, and shall comply with local and state ordinances. Alternate work hours must be specifically approved by the Owner. The Contractor shall make application for work outside regular working hours in accordance with the paragraph entitled "Work Outside Regular Hours."

### **3.02 WORK OUTSIDE REGULAR HOURS**

- A. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, city, federal and state holidays, an application shall be delivered to the Project Owner at least three (3) working days prior to the date(s) requested by the Contractor. In no event shall work be done at any time under this contract in contravention with state labor laws, or other articles of this Contract.
- B. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Engineer for observing the work in progress. The Contractor shall be responsible for all permits required to perform such work. No night shifts shall be allowed except where approved by the Owner and as allowed by local ordinances. No additional payment shall be made for work outside regular hours. The Owner will provide, in writing, approval or non-approval of the Contractor's request.

## **PART 4 - MEASUREMENT AND PAYMENT**

No separate measurement or payment will be made for this Section.

**\* \* \* END OF SECTION \* \* \***

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**SECTION 01200**  
**PROJECT COORDINATION AND MEETINGS**

**PART I – GENERAL**

1.01 SUMMARY

- A. The Contractor shall be required to attend meetings prior to and during execution of the Work, as necessary to facilitate the smooth and orderly execution of the Work. All meetings shall be held at a location designated by the Owner and/or Engineer.
- B. The Contractor shall conduct daily site safety briefings as necessary for Contractor and subcontractor employees working the Site.
- C. All meetings with the Owner and/or Engineer shall be attended by the Contractor's Superintendent and other personnel having authority to legally bind Contractor to issues discussed and resolved during the meetings. The Contractor's subcontractor(s) may also be required to attend such meetings. Subcontractor attendance shall be at the discretion of the Engineer.
- D. Formal meetings that require attendance by the Contractor are as follows:
  - 1. Pre-Construction Conference;
  - 2. Pre-Construction Visit by local permitting authorities having jurisdiction;
  - 3. Weekly Progress and Coordination Meetings (if/as scheduled);
  - 4. Other Special Meetings;
  - 5. Final Walkthrough by local permitting authorities having jurisdiction (Punch List Meeting); and
  - 6. Final Closeout.

1.02 PRE-CONSTRUCTION CONFERENCE

The Contractor shall not commence Work at the Site until a Pre-Construction Conference has been held at the Site or another mutually agreed upon location at which representatives of the Contractor, Massachusetts Department of Conservation and Recreation Office of Dam Safety (DCR-ODS), local Conservation Commission, Owner, Owner's Engineer, and Site Owner are present. The Pre-Construction Conference(s) will be arranged by the Owner or his/her agent and is intended to establish lines of communication between the parties involved, establish project schedules, discuss proposed performance methods, and coordinate Work to be performed by subcontractors. The time and place of the

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Pre-Construction Conference(s) shall be determined after the Contract has been executed by the Contractor and the Owner.

#### 1.03 WEEKLY PROGRESS MEETINGS

- A. The Contractor and all subcontractors shall be required to attend a Weekly Progress Meeting conducted by the Owner and/or Engineer at the Worksite. The purpose of these meetings is to coordinate the efforts of all Contractors and to update the Owner with respect to progress, and resolve outstanding issues.
- B. Weekly Progress Meetings will be held at a time to be determined by the Owner or his/her agent.
- C. The Contractor shall be prepared to discuss progress, resolutions to problems, and anticipated problems that could delay timely completion of the Work. The Contractor shall bring to each meeting: updated schedule, daily work summaries, safety meeting minutes, daily progress reports, and other pertinent information as requested by the Owner.
- D. The Engineer will record the meeting minutes and distribute them to the Contractor, subcontractors, and attendees.
- E. The Owner and/or Engineer may waive the Weekly Progress Meetings individually if appropriate. It is expected that weekly meetings between the Owner, Engineer, and Contractor would not necessarily be required so long as the Engineer's on-site representative is satisfied with the progress and conformance of the Work.

#### 1.04 SPECIAL MEETINGS

- A. From time to time, the Contractor shall be required to attend Special Meetings on-site as requested by the Owner and/or Engineer. The purpose of these meetings is to address Contractor and/or his /her subcontractor's performance, schedule, change orders, modifications, alternatives, substitutions, safety, payment, or other issues as they relate to the Work. Special Meetings may also include meetings with regulatory agencies or others.
- B. **Special Meetings may also be required to discuss the results of and actions required by the post-construction sediment monitoring program.**

#### 1.05 PUNCH LIST MEETING

1. Upon substantial completion of the project, the Contractor shall attend a “punch list” meeting with the Owner and their Engineer. The purpose of this meeting shall be to discuss and list all items which require additional attention or work by the Contractor prior to final acceptance. A “punch list” memo will be produced by the Owner following this meeting and provided to the Contractor.

#### 1.06 CLOSEOUT (FINAL ACCEPTANCE) MEETING

1. Upon resolution of all items listed on the “punch list”, the Contractor shall meet with the Owner and the Engineer at the Project Site to verify completion such that the Owner can issue final acceptance. At this meeting the Contractor shall provide to the Owner with all outstanding documentation, records, spares, maintenance items, or other information and materials.

#### 1.07 JOB SITE ADMINISTRATION

- A. The Contractor shall keep a competent and authorized supervisory representative at the project location during all working hours who shall act as the agent of the Contractor. The supervisory representative’s responsibilities shall include ensuring all issues/questions raised by the Owner and/or Engineer are addressed in a timely fashion.
- B. The supervisory representative shall be a competent, English-speaking superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to fulfill the Contractor’s duties and responsibilities on the job. If, in the opinion of the Owner and/or Engineer, the supervisory representative, or any of his/her successors is incompetent, or otherwise not satisfactory, then the Contractor shall replace him/her upon written request by the Owner.
- C. The Contractor shall only employ competent workers on the job who have received training applicable to the nature and extent of the work they are employed to perform. Whenever the Owner notifies the Contractor in writing that, in his/her opinion, any workers on the job, whether employed by the Contractor or any of his/her subcontractors, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such workers shall be discharged from the contract Work and shall not be employed on it, except with the written consent of the Project Owner.

1.08 SUBMITTALS

- A. Within five (5) days of the Notice to Proceed, the Contractor shall submit the names and contact information for the following persons involved with the Work of the Contract. Contact information shall include cell phone and home phone numbers and an e-mail address.
1. Owner or Chief Executive of Prime Contracting Company;
  2. Contractor's Project Manager;
  3. Contractor's Site Superintendent;
  4. Contractor's Safety Officer;
  5. Contractor's Environmental Compliance Responsible Party.

**PART 2 – PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used

**PART 4 – MEASUREMENT AND PAYMENT**

No measurement shall be made of any work performed under this section. No separate payment shall be made for any work performed under this section. The cost of any work done or facilities provided under this section shall be included under other bid items within the Contract.

**\*\*\*END OF SECTION\*\*\***

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**SECTION 01300  
SUBMITTALS**

**PART 1 – GENERAL**

1.01 DESCRIPTION

- A. This section specifies the general requirements and procedures for preparing and transmitting data to the Engineer and the Owner for information or review. Required submittals are specified herein as well as under applicable sections of the Contract Specifications.

1.02 CONTRACTOR'S DRAWINGS

- A. The Contract Drawings and these Specifications show the general arrangement and such details as are necessary to provide a description of the Work to be performed.
- B. The Contractor shall prepare shop and working drawings, for temporary and permanent work as required under the applicable sections of the Contract Specifications, complete with all relevant calculations, descriptions, technical and performance data, as necessary to adequately perform the Work. The Contractor shall take responsibility for such drawings and for the safe and successful construction of the Work.
- C. Shop drawings shall be presented in a clear and thorough manner, complete with respect to dimensions, design criteria, materials of construction, and like information to enable Engineer to review information as required.
- D. Sheet size: 8-1/2" x 11" or larger, as required. Typically, significant shop drawings shall be 24" x 36".

1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit three (3) copies, or an electronic file with approval of the Owner, of overall project schedule no later than ten (10) working days after Notice to Proceed.
- B. The overall project schedule shall be prepared in Gantt chart format. The schedule shall identify all major work items or activities, including material procurement, and shall provide an estimate of start date, duration, completion date, and float (if any) for each item or activity. The schedule shall identify dependencies among work items or activities and project milestones.
- C. Submit revised schedules with each Application for Payment, identifying changes

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since the previous version, and indicating status of all work items or activities.

#### 1.04 SAMPLES

- A. Submit samples as necessary and as stipulated within each individual section of these Specifications to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices.
- B. Any samples shall be clearly identified as to material, manufacturer, any pertinent catalog numbers, and use for which intended, and shall be of sufficient size and quantity to clearly illustrate functional characteristics of item, with integrally related parts and attachment devices.

#### 1.05 RELATED WORK SPECIFIED ELSEWHERE

Required submittals are listed under the relevant Section of the Contract and Specifications. It shall be the Contractor's responsibility to read each Section and provide the submittal required therein.

#### 1.06 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings and samples prior to submission.
- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance to specifications.
- C. Coordinate each submittal with requirements of work and of Contract Documents.
- D. Notify the Engineer and Owner in writing, at time of submission, of any deviations in submittals from requirements of Contract Documents. Any such deviations permitted by Owner will require modifications to the Contract Documents.
- E. Begin no fabrication or work which requires submittals until submittals have been approved by the Owner.

#### 1.07 SUBMISSION REQUIREMENTS

- A. Make submittals to Owner promptly in accordance with approved schedule and in such sequence as to cause no delay in work. Allow ten (10) working days following

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receipt of submittal or resubmittal for review.

- B. At a minimum, submittals shall be provided to the Owner and to the Engineer (minimum of 4 total or an electronic file with approval of the Owner). Additional requirements for the number of copies may be contained in the specific Specification sections. Additional copies may be required as per the Supplementary General Conditions.
- C. Shop Drawings: Shop Drawings shall be submitted as necessary to the Owner and the Engineer for review and comment for the limited purpose of checking for conformance with information given in the design concept expressed in the Contract Documents. Shop drawings shall be presented in a clear and thorough manner, complete with respect to dimensions, design criteria, materials of construction, and the like information to enable the Owner and the Engineer to review information as required. Sheet size shall be 8-1/2" x 11" or larger.
- D. In addition, submittals shall contain:
  - 1. Date and number of submission.
  - 2. Project title and number.
  - 3. Names of:
    - a. Contractor.
    - b. Manufacturer/Supplier.
  - 4. Identification of product, with specification section number.
  - 5. Field dimensions, clearly identified as such.
  - 6. Relation to adjacent or critical features of work or materials.
  - 7. Applicable standards, such as ASTM or other applicable federal or state regulations.
  - 8. Identification of deviations from Contract Documents.
  - 9. Identification of revisions on resubmittals.
  - 10. Calculations and drawings certified and stamped by a Professional Engineer licensed in the Commonwealth of Massachusetts, if required.

Each submittal shall be numbered. The numbering system shall utilize the Section number to which the submittal pertains and then a sequential number designating the order of the submittal for that Section. For instance, the first submittal applying to the Temporary Dewatering and Water Control System shall be numbered as 01565-1. The second submittal applying to the Temporary Dewatering and Water Control System shall be numbered as 01565-2.

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- E. Resubmission Requirements: Make any corrections, additions and/or changes in submittals required by the Owner, and resubmit revised editions. Revised submittals shall be designated with a revision number. For instance, the first revision to the second Temporary Dewatering and Water Control submittal shall be numbered as 01565-2 (Rev. 1).

#### 1.08 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certificates as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Owner.

#### 1.09 DISTRIBUTION

- A. The Contractor will distribute submittals to concerned parties as appropriate. Promptly report any inability to comply with revisions. One copy of each submittal shall be submitted directly to the Project Owner. One copy shall be submitted to the Resident Engineer, and a minimum of two duplicates shall be submitted directly to the Consultant.

#### 1.10 ENGINEER DUTIES

- A. The Engineer for the Project Owner will review submittals only for general conformance to design concept of project and compliance with information given in Contract Documents. Review shall not extend to means, methods, sequences, techniques, or procedures of performing the Work or to safety precautions or program incident thereto. Review of a separate item as such will not indicate approval of assembly in which item functions.
- B. The Engineer will return submittals to the Project Owner with the Engineer's written opinion as to the general conformance of the submittal with the Contract Documents. The Project Owner will then return the submittal to the Contractor for distribution or for resubmission, if required by the Contract Documents and/or due to the Engineer's opinion of their non-compliance and/or incompleteness. The Engineer will respond to all submittals within ten (10) working days from the date of receipt. Resubmittals required as a result of Consultant's review and comment shall be resubmitted promptly by the Contractor. Work shall not commence until all submittals related to it are submitted and accepted.

- C. The Engineer’s review of submittals shall not relieve Contractor from responsibility for any deviations from Contract Documents unless Contractor has, in writing, called attention to such deviation at time of submission and has received written concurrence pursuant to Contract Documents to specific deviation, nor shall any concurrence in submittals.

1.11 OWNER DUTIES

- A. The Project Owner will receive comments from the Engineer and return submittal responses to the Contractor.
- B. The Project Owner will have the final authority to judge the adequacy of the Contractor’s submittal and shall have final authority for approval or rejection.

1.12 SUBMITTALS PRIOR TO INITIATION OF WORK

- A. The Contractor shall complete and submit all of the following submittal items consistent with the Specification requirements. All of the following submittals shall be made within ten (10) working days after the Notice to Proceed and prior to the initiation of work. Other submittals not itemized below but required as per the Contract Specifications, are to be provided prior to the initiation of work.
  - 1. Section 01010 – Summary of Work:
    - a. The name and contact information for the Contractor’s project manager.
    - b. The name and contact information for the Contractor’s site superintendent.
  - 2. Section 01060 – Regulatory Requirements:
    - a. All applicable permit/approval applications requested to perform the Work at the Site. Copies of all approved permit/approval documentation shall be submitted to the Owner and the Engineer as they are received.
    - b. A Spill Prevention Control and Countermeasures Plan.
    - c. A site-specific Health and Safety Plan. Submittal of the Health and Safety Plan is for information only. The Contractor has ultimate responsibility for maintaining safe working conditions at the site and adhering to all local, state, and federal safety regulations.
    - d. Flood Emergency/Response Plan (may be submitted as part of Water Control Submittals).
  - 3. Section 01300 – Submittals:
    - a. Overall project schedule, as described above.
  - 4. Section 01560 – Temporary Erosion and Sedimentation Controls:

- a. Temporary Erosion and Sedimentation Control Plan.
  - 5. Section 01565 – Temporary Dewatering and Water Control:
    - a. Temporary Dewatering and Water Control Plan.
  - 6. Section 01740 – Site Restoration:
    - a. Pre-Construction Site Condition Documentation.
  - 7. Section 01900 – Mobilization and Demobilization:
    - a. Mobilization and Demobilization Plan.
- B. The Contractor shall complete and submit all submittal items contained in other sections of the Project Specifications in accordance with the project schedule and specified requirements in the respective specification sections.

Where not specifically mentioned, at least ten (10) working days prior to the delivery of equipment to the Site, the Contractor shall submit to the Owner all applicable equipment certifications and manufacturers information for review and approval.

#### 1.13 REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B. The review of shop drawings, data, and samples will be done by the Engineer for general conformance with the design concept and Contract Documents. Review by the Engineer shall not be construed:
- 1. as permitting any departure from the Contract requirements;
  - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
  - 3. as approving departures from details furnished by the Engineer, except as otherwise provided herein.
- B. The Contractor remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- C. If the shop drawings, data, or samples as submitted describe variations and show a departure from the Contract requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or Contract Time, the Engineer may return the reviewed drawings without noting an exception.

D. Submittals will be returned to the Contractor under one of the following codes:

Code 1 – “REVIEWED” – This code is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment material for manufacture.

Code 2 – “REVIEWED AS NOTED” – This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

Code 3 – “REVIEWED AS NOTED/RESUBMISSION REQUIRED” - This combination of codes is assigned when a confirmation of the notations and comments IS required by the Contractor. The Contractor may, at his/her own risk, release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.

Code 4 – “REVISE AND RESUBMIT” - This combination of codes is assigned when notations and comments are extensive enough to require a re-submittal of the package. This re-submittal is to address all comments, omissions and non-conforming items that were noted. Re-submittal is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the re-submittal.

Code 5 – “REJECTED”- This code is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different to meet the Contract Documents.

Code 6 – “COMMENTS ATTACHED” – This code is assigned where there are comments attached to the returned submittal which provide additional data to aid the Contractor.

Code 7 – “RECEIPT ACKNOWLEDGED” - This code is assigned to acknowledge receipt of a submittal that is not subject to the Engineer's review and approval; and, is being filed for informational purposes only.

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Codes 1 through 5 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall identify all revisions made to the submittals, either in writing on the letter of transmittal or on the shop drawings by use of revision triangles or other similar methods. The resubmittal shall clearly respond to each comment made by the Engineer on the previous submission. Additionally, the Contractor shall direct specific attention to any revisions made other than the corrections requested by the Engineer on previous submissions.
- F. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor and will be considered "REJECTED" until resubmitted. The Engineer may at his option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
- G. Repetitive Review
  - 1. Shop drawings and other submittals will be reviewed no more than once at the Owner's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, based on the Engineers then prevailing rates. The Contractor shall reimburse the Owner for all such fees invoiced to the by the Engineer. Submittals are required until approved.
  - 2. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.
- H. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least seven (7) working days prior to release for manufacture.
- I. When the shop drawings have been completed to the satisfaction of the Owner/Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

## **PART 2 – PRODUCTS**

Not Used.

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### **PART 3 - EXECUTION**

Not used.

### **PART 4 - MEASUREMENT AND PAYMENT**

No measurement shall be made of any work performed under this section. No separate payment shall be made for any work performed under this section. The cost of any work done or facilities provided under this section shall be included under other bid items within the Contract.

**\* \* \* END OF SECTION \* \* \***

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**SECTION 01500  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

1.01 SCOPE

- A. This Section includes requirements for temporary facilities and controls including, but not necessarily limited to, sanitary facilities, utilities, drinking water, temporary field offices, and working hours.
- B. All temporary facilities required by the Contractor as specified herein and elsewhere within the Contract Documents shall be furnished by the Contractor, and shall meet all federal, state, and local codes and requirements for such temporary installations. All temporary facilities shall be provided and maintained so as not to create fire or safety hazards. Costs necessary to satisfy all requirements specified herein shall be borne by the Contractor. All temporary facilities shall be entirely removed upon completion of the Work and the Site shall be left in a clean condition to the satisfaction of the Owner's Consultant.
- C. The Contractor shall provide the Owner's Consultant with access to and use of all temporary facilities and services provided by the Contractor. No Contractor trailer is specifically required by the Contract, however, if the Contractor elects to move a trailer to the Site, the Contractor shall provide an area within the trailer for the use of the Owner's Consultants at the Site.

1.02 TEMPORARY ELECTRICITY

The Contractor shall determine the nearest service at each location in relation to obtaining electrical service required for construction facilities and temporary controls (or for that matter for use to operate construction equipment necessary to perform the Work).

- A. Temporary electricity, with separate meter, for light and power shall be provided and maintained by the Contractor. Alternatively, the Contractor may choose to provide electricity to the Site by means of temporary on-site generators. Temporary lighting and wiring shall be installed in accordance with all local, state, and federal regulations.
- B. Power Service Characteristics: as required for the Work.
- C. The Contractor shall provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.

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- D. The Contractor shall provide main service disconnect and overcurrent protection at convenient locations.
- E. The Contractor shall maintain electrical service, provide routine repairs and inspect electrical service on a regular basis.
- F. Ground fault circuit interrupters shall be required on all electrical equipment.

#### 1.03 TELEPHONE AND INTERNET SERVICE

- A. The Contractor shall arrange for temporary telephone and internet service for his/her and his/her subcontractor's use during the Work of the Contract. It is envisioned that said service can be obtained via use of available cellular services and that hard lines will not be necessary. The Contractor shall provide his/her superintendent with equipment that allows for e-mails to be sent and received at the Site.

#### 1.04 TEMPORARY WATER SERVICE

- A. Water used for seeding and other activities requiring clean water shall be from potable sources obtained by the Contractor at no additional cost to the Work.
- B. Water for use in incidental portions of the Work may be obtained from the river as approved by the Owner's Consultant and provided sufficient minimum flow remains in the channel. There will be no cost for the water, however, the Contractor shall be responsible for all materials equipment, labor, and incidentals necessary to collect and transport water to work zones as needed in accordance with all applicable local, state, and federal permits, policies, and procedures.
- C. The Contractor shall furnish drinking water with suitable containers and cups for use of workers. Drinking water dispensers shall be conveniently located where work is in progress, but outside of the Work Zones.

#### 1.05 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide temporary sanitary facilities at the Site outside of the Work Zone to be used by the Contractor. The Contractor shall maintain these facilities in a clean and sanitary condition and in such a manner as required or approved by the Owner's Consultant. These conveniences shall be maintained at all times without nuisance. Upon completion of the Work, the sanitary facilities shall be removed by the Contractor from the premises, leaving the premises clean.

1.06 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. The Contractor shall provide and maintain lighting including branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required and as necessary for the completion the Work. The use of temporary lighting for work after dark shall be only with prior approval of the Owner and shall NOT result in objectionable conditions for project abutters.
- B. Ground circuit interrupters shall be required on all lighting equipment.

1.07 TEMPORARY BARRIERS

- A. The Contractor shall provide temporary fencing or barriers to prevent unauthorized entry to construction areas and Work Zones, to delineate temporary contractor staging areas, and to protect the existing dam and appurtenances, adjacent properties, and the public from damage from construction operations. Additional temporary fencing or barriers may be required on the Site, as determined by the Owner and/or Owner's Consultant, and shall be included in the lump sum price of temporary facilities.
- B. The Contractor shall provide protection for existing infrastructure, roadways, parking areas, and existing utilities, and replace those damaged during construction at no additional cost to the Owner.
- B. The Contractor shall protect non-owned vehicular traffic, stored materials, site, and structures from damage and shall replace same if damaged during construction at no additional cost to the Owner.

1.08 TEMPORARY ACCESS ROUTE

- A. The Contractor shall provide a temporary access route over the top of the right embankment and along the upstream side of the existing spillway, as shown on the Contract Drawings. The access route shall be maintained in a safe, usable condition throughout the duration of the project and shall be completely removed upon project completion. Disturbed areas shall be restored to original or as directed by the Engineer.

1.09 SEDIMENTATION AND EROSION CONTROL

- A. The Contractor shall provide sedimentation and erosion control in accordance with Section 01560.

1.10 DUST CONTROL

- A. The Contractor shall control dust on staging areas and all other areas of the Site. Means of control shall be subject to the approval of the Owner's Consultant and be in accordance with local, state, and federal permits, policies, and procedures.

1.11 PROTECTION OF INSTALLED WORK AND EXCAVATIONS

- A. The Contractor shall protect installed work and excavations and provide special protection where specified in individual specifications.
- B. The Contractor shall provide temporary and removable protection for equipment and open excavations, and control activity in the immediate work area to minimize damage.

1.12 SECURITY

- A. The Contractor shall be responsible for providing and maintaining security for protection of his/her work, equipment, supplies, and employees and shall be responsible for protecting same from unauthorized entry, vandalism, or theft.
- B. The Contractor shall be responsible for securing the Worksite each day.

1.13 ACCESS AND TRAFFIC

- A. Maintain existing roads, driveways, and parking lots accessing the Site. Provide for all necessary temporary traffic control including, but not limited to, temporary signage, barriers, flaggers, and/or police details. Extend and relocate traffic controls as work progresses providing detours as necessary for unimpeded traffic flow.
- B. Access to private properties adjacent to the Site shall not be hindered at any time.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. The Contractor is responsible for site area reconnaissance as necessary to determine if there are any local access, weight, or size limitations with respect to specialized construction equipment to be used in the Work.

1.14 PROTECTION OF WORK FROM HEAT AND COLD AND WEATHER RELATED EFFECTS

- A. In the event that hot temperatures occur during construction, the Contractor shall take all measures and provide all necessary items to protect the Work of the project. This includes provisions for proper curing of concrete, grout, and/or mortar (if any).
- B. In the event that cold temperatures occur during construction, the Contractor shall take all measures and provide all necessary items to protect the Work of the project. This includes provisions for proper curing of concrete, grout, and/or mortar (if any).
- C. The Contractor shall provide all such temporary facilities needed to protect completed and ongoing work and on-site materials from inclement weather, including rain, heat, snow, and cold. This shall include, but not be limited to, the provision of covers, shelters, heaters, etc. The use of rigid barriers for weather protection shall be used as required and as directed by the Owner's Consultant.
- D. Temporary heating units shall have been tested and labeled by UL, FM, or other recognized association related to the type of fuel being used, and maintain reasonable temperatures within the temporary enclosures.
- E. The Contractor shall be responsible for maintaining and/or restoring access and appropriate working conditions at the Site in the event of inclement weather. This shall include, but not be limited to, providing for plowing and ice removal in the event of snow and freezing temperatures.
- F. Snow plowed or removed by the Contractor may not be disposed of in the river or any other waterway or wetland resources area.

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. The Contractor shall remove all temporary equipment, facilities, and materials after completion and acceptance of Work at the Site.
- B. The Contractor shall clean and repair damage caused by installation or use of temporary facilities and controls.
- C. Restore existing and permanent facilities used during construction to original condition.

#### 1.16 TEMPORARY FIRE PROTECTION

- A. All operations on respective site premises shall be so performed that no fire hazards are created or are permitted to exist. If the Contract Work involves a fire hazard, sufficient firefighting equipment with trained, capable operators shall be in the area to contain any fire until the local fire department arrives. The Contractor shall make sure that persons employed directly or indirectly by the Contractor, while on the site premises, comply with all pertinent local, state, and federal fire regulations. The Contractor shall have a procedure for properly addressing any burning activity that begins to get out of control. The Contractor shall be responsible for compliance by personnel of his organization for their cooperation in fire prevention, fire reporting, and protective measures to minimize loss.

#### 1.17 MISCELLANEOUS REQUIREMENTS

- A. The Contractor shall provide temporary medical and first-aid supplies at the Worksite, adequately equipped, maintained, and located, to serve the needs of the workers and employees of the Contractor, subcontractors, and assigned contractors.

#### 1.18 TEMPORARY PROJECT SIGNAGE

- A. The Contractor shall provide and install a Standard Massachusetts Department of Environmental Protection (MassDEP) Construction Project Sign in a location mutually acceptable to the Contractor, Owner, and Owner's Consultant. The location should be visible to the public.
- B. The sign shall identify the project name, location, Owner, Owner's Consultant, and Contractor, as well as the MassDEP file numbers assigned as part of the Order of Conditions. The general content and configuration of this sign is shown in the Contract Documents under **Attachment A** herein. The Contractor shall remove the sign after the completion of the project. Additional requirements specified per the MassDEP and/or the local Conservation Commission shall be incorporated into the sign and/or a separate sign as necessary.

### **PART 2 - PRODUCTS**

#### 2.01 EQUIPMENT

The Contractor shall provide all necessary equipment related to the requirements of this Section such that the Work of the Contract can be conducted in accordance with the applicable Contract Documents.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. The Contractor shall sweep and clean weekly as necessary to maintain neat, orderly work areas.
- B. The Contractor shall furnish all materials and perform all work necessary, including excavation and backfill, to install and connect electric lines, if necessary.
- C. The Contractor is responsible for snow and ice removal at the job site, as needed.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 MEASUREMENT FOR PAYMENT**

No measurement shall be made of any work or materials covered under this Section.

### **4.02 PAYMENT**

Payment for the scope of the work specified herein, including all labor, materials, equipment, incidentals and mobilization/demobilization costs to provide, install, maintain, and remove temporary facilities and controls associated with the work of this Contract shall be included in the lump sum price bid for Mobilization and Demobilization under Section 01900.

**\* \* \* END OF SECTION \* \* \***

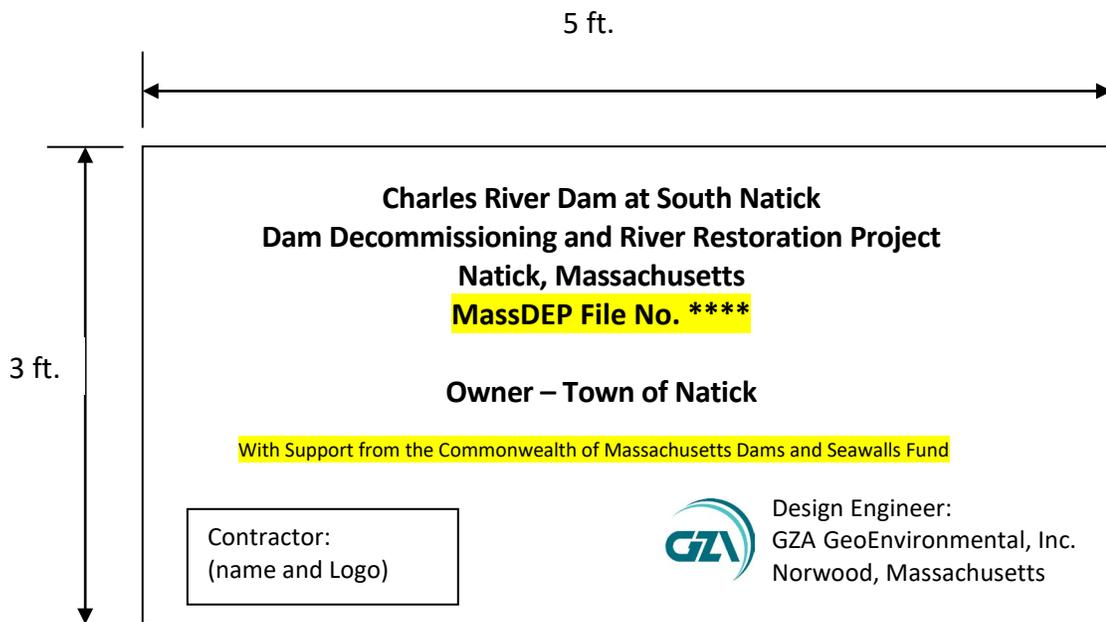
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**ATTACHMENT A**

**PROJECT SIGN**

**Charles River Dam at South Natick  
Dam Decommissioning and River Restoration Project  
Town of Natick  
Natick, Massachusetts**

The Contractor shall construct and install a project sign as per the sketch below. The sign shall be made of durable wood or metal and shall be maintained throughout the duration of the Contract. The sign shall be posted in within the work area at a location approved by the Owner and Owner’s Consultant. The cost of the project sign shall be included under the Pay Item for Mobilization/Demobilization:



Not to Scale

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**SECTION 01560**  
**TEMPORARY EROSION AND SEDIMENTATION CONTROLS**

**PART 1 – GENERAL**

1.01 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, and equipment and shall perform all work required to install, maintain, and remove erosion, sedimentation, and siltation control measures to protect the Site, and upstream and downstream wetlands, water bodies, streams/rivers, and drainage structures from siltation and sedimentation damage and accumulation or damage from other byproducts of the Work during this Contract, as specified herein and as directed by the Owner or its Engineer.
- B. Erosion control measures are used to prevent the displacement of soil. Such measures may include, but not be limited to, erosion control matting, plastic coverings, mulching, temporary seeding, riprap, check dams, and other items intended to stabilize soil material and/or reduce the erosive potential of water.
- C. Sedimentation and siltation control measures are used to prevent the movement and transport of soil particles. Sedimentation and siltation control measures may include, but not be limited to, use of compost filter socks, turbidity curtains, pumped water filter bag(s), siltation sumps, and other items as necessary to contain sediment and other deleterious material related to contract operations.
- D. The Work shall also include all work necessary to continually clean and maintain and promptly repair/replace all erosion, sedimentation, and siltation measures as needed to sustain their intended function and operability.
- E. It is the intent of this Section that the Contractor shall be responsible for the use of all Best Management Practices (BMPs), both structural and operational, to reduce, to the greatest extent possible, the erosion and transport of soil and sediment. The Contractor shall be responsible for implementing all measures which are both prudent under good construction practices and required under local, state, and federal regulations and law. The Contractor shall also be responsible for all monitoring, maintenance, and repair of all BMPs utilized. In the event of the failure of sediment and erosion control BMPs, the Contractor shall be responsible, at no additional cost to the Owner, for all work necessary to mitigate and correct the situation, including, but not limited to, the removal of transported sediment.
- F. The Contractor shall deploy all BMPs, both structural and operational, to reduce, to the greatest extent possible, the erosion and transport of soil and sediment, and

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monitor, maintenance, and repair said BMPs. The work of this Section shall include sediment and erosion control both upstream and downstream of the dam, as well as in and around all disturbed areas, including staging and laydown areas.

#### 1.02 SCOPE OF WORK

- A. The scope of the work of this Section shall include the installation of compost filter socks as shown on the Contract Drawings, and as needed elsewhere. This work shall also include the monitoring, cleaning, maintenance, and repair/replacement of all installed compost filter socks and other siltation and water control/handling devices as well as proper removal and disposal of same after final stabilization of the Site.
- B. General work covered and paid for under this Section shall include the installation of all other sediment and erosion control BMPs, as shown on the Contract Drawings, and as needed elsewhere. This work shall also include the monitoring, cleaning, maintenance, and repair of all installed sediment and erosion control BMPs and disposal after final stabilization of the Site. General work covered and paid for under this Section shall also include all other work, including record keeping and reporting, necessary to meet the conditions of the Contract Documents, permits, approvals, and licenses issued for the Project and all relevant codes, rules, regulations, laws, and ordinances applicable to sediment and erosion control.

#### 1.03 SPECIAL CONDITIONS

- A. All work shall comply with all codes, rules, regulations, laws, and ordinances and executed in conformance with any permits, licenses etc., as issued by agencies of the local government, State of Massachusetts Department of Environmental Protection (MassDEP), and all other authorities having jurisdiction within the Project areas. All work necessary to make site preparation comply with such requirements shall be provided without additional cost to the Owner.
- B. Copies of all permits and licenses listed under Section 01060, and not otherwise included in that section, will be forwarded to the Contractor prior to the beginning of the Work. The Contractor shall be responsible for conducting his/her work in accordance with all provisions of said permits.
- C. The Contractor shall procure all other required permits and licenses, (except for those to be obtained by the Owner as stated herein), pay all charges, fees, and taxes and shall give all notices necessary and incidental to the due and lawful prosecution of the Work under this Contract. The cost thereof shall be included in the prices bid for the various items specified herein for the Work of this Contract. Copies of all required permits and licenses shall be filed with the Owner prior to the beginning of the Work.

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- D. The disturbance area at the Site is likely to be less than one acre in total and therefore not under the jurisdiction of the NPDES general construction permit process. Regardless of the need for a SWPPP under the NPDES permit, the Contractor shall be responsible for developing a site-specific Sediment and Erosion Control Plan which shall be submitted to the Owner. The Contractor's plan shall incorporate the requirements of this Section and the controls and BMPs shown on the Contract Drawings; however, it shall be understood that these measures called for in the Specifications and on the Plans represent the MINIMUM acceptable level of sediment and erosion control. The Contractor's plan shall be designed to account for the anticipated work plan, construction sequence, and anticipated level of disturbance.
- E. No work of any type in any area shall commence until sedimentation control measures are in place to the satisfaction of the Owner, the Engineer, and any permitting agencies/representatives having jurisdiction.
- F. **As a dam removal and river restoration project, it is intended that sediment transport from the former impoundment area will naturally occur as channel formation progresses upstream of the dam breach. It is the intent of this Work and this Section that during the period of active work on the breaching of the dam, downstream sediment movement will be controlled to the maximum extent possible and sediment accumulated in the channel within the work area will be removed from the waterway and disposed of as directed by the Owner. It is also the intent of the Work and this Section, that sediment will be monitored at various downstream locations both during and post-construction, as described in Section 04550.**

Following the breaching of the dam and substantial completion of the Project, upstream channel formation is expected to continue. Under a separate Section and separate Pay Item, the Contractor shall monitor downstream locations with respect to sediment accumulation. All Work done under that Section shall be performed in accordance with the best management practices described in this Section. During active construction, visual sediment monitoring will be conducted by the Contractor on a weekly basis and in advance of a major storm event. Following substantial completion of the dam breaching work, sediment monitoring will take place on the following schedule:

- Once immediately after the dam removal is complete;
- Once a month for 3 months;
- Once 6 months after dam removal;
- One year after dam removal;

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- **Within 30 days after any storm event exceeding a 5-year storm for two years following removal; and**
- **By the Owner 18 months after dam removal and again at the end of year 2 post-dam removal.**

#### 1.04 IMPLEMENTATION

- A. The Contractor shall familiarize himself/herself with the nature of work to be performed. The Contractor shall be responsible for scheduling submittals and/or meetings, if required, with the applicable regulatory agencies.
- B. Measures may include, but not be limited to, the following:
- Compost Filter Socks.
  - In-water turbidity curtains.
  - Placement and operation of pumped water filter bag or fractionation tank.
  - Energy dissipaters for pipe, culvert, and hose discharge points.

#### 1.05 LOCATION AND STORAGE OF MATERIALS

- A. No materials shall be dispersed or stockpiled in any wetland areas. No excavated materials or materials to be used in backfilling shall be deposited within 50 feet of any spillways and related areas, watercourses, wetland areas or drainage facilities unless appropriate and approved measures are specifically taken to protect the adjacent resource area and storage has been approved by the Engineer. Materials rejected for use in the Work shall be removed and disposed of as soon as practical to do so. Adequate protective measures shall be taken to prevent the erosion of stockpiled and/or placed materials and resultant sedimentation of adjacent spillways and related areas, watercourses, wetland areas, or drainage facilities, during the course of performing the Work. These include, but are not limited to, containing stockpiles using compost filter socks and covering the stockpiles with 20-mil poly plastic sheeting overnight and in advance of forecast rainfall and as directed by the Engineer.

#### 1.06 PROTECTION OF THE RIVER AND RELATED WATER RESOURCES

- A. The Contractor shall employ Best Management Practices (BMP's) throughout the conduct of the Work of this Contract and ensure that impact on the Charles River and surrounding wetlands is minimized.
- B. The Contractor shall not store or discharge fuel oil, sewage, septic water, or other deleterious substances into the river, groundwater supplies, or wetlands areas. The storage of fuel oil and refueling of equipment shall be restricted to designated

areas approved by the Engineer, the Owner, and regulatory agencies. Machinery shall not be refueled or washed within 100 feet of any resource area. Any spillage of deleterious substance (fuel oil, hazardous material, sewage, septic waste, etc.) shall be reported to the Engineer, the Owner, and appropriate regulatory agency, by the Contractor and appropriate measures taken, (at costs solely borne by the Contractor) as determined by the regulatory agency, to contain and to clean up the affected areas. Any water that is pumped or bailed from the excavations shall be conveyed by conduit or hose to approved points of discharge. **Water shall be filtered through approved discharge-area erosion controls and/or pumped water filter bag(s), constructed in such a manner so as to minimize velocities of discharge and to contain silt.** Sedimentation barriers shall be cleaned and/or replaced periodically to ensure effective control and protection of wetlands and water resource areas.

- C. The Contractor shall ensure that temporary erosion and sediment controls are adequate to ensure compliance with applicable local, state, and federal regulations, or other more stringent regulations, as needed.

*Solids - These waters shall be free from floating, suspended and settleable solids in concentrations or combinations that would impair any use assigned to this class, that would cause aesthetically objectionable conditions, or that would impair the benthic biota or degrade the chemical composition of the bottom.*

*Color and Turbidity - These waters shall be free from color and turbidity in concentrations or combinations that are aesthetically objectionable or would impair any use assigned to this class. Turbidity in wetland resource areas resulting from activities in or near wetlands shall not exceed 50 N.T.U's, or as otherwise required by the State or other controlling body.*

#### 1.07 RELATED WORK SPECIFIED ELSEWHERE

- A. The following is a list of related work items that shall be performed or furnished under other Sections of these Specifications as indicated.
1. Section 01060 – Regulatory Requirements
  2. Section 01565 – Temporary Dewatering and Water Control
  3. Section 04550 – Post-Construction Sediment Monitoring and Mitigation

#### 1.08 SUBMITTALS

- A. A written plan detailing the methods and layout of BMPs proposed to contain sediments, soils, and debris at the Site and other disturbed areas must be submitted to the Owner for review and approval prior to proceeding with the work of this Section.

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- B. Five (5) working days prior to the delivery of any BMPs to the Site, the Contractor shall submit the manufacturer’s specifications/cut sheets for the proposed material.

**PART 2 - PRODUCTS**

**2.01 PUMPED WATER FILTER BAG**

- A. Pumped water filter bags used as sedimentation control and filtration of water generated from dewatering activities shall be a Dirtbag® pumped sediment control device(s) (Model 53 or 55) as detailed on the Drawings or approved equivalent. The Dirtbag® pumped-silt control system is marketed by ACF Environmental, Inc., Richmond, Virginia.
- B. The Dirtbag® shall be a nonwoven geotextile bag which is sewn with a double needle matching using a high strength thread. Seams shall have an average width strength per ASTM D-4884 as follows: Dirtbag® 53 ASTM D-4884 60 lb./in, Dirtbag® 55 ASTM D-4884 100 lb./in.
- C. Each standard Dirtbag® has a fill spout large enough to accommodate a 4” discharge hose. Attached are straps to secure the hose and prevent pumped water from escaping without being filtered.
- D. The geotextile fabric shall be nonwoven fabric with the following properties:

<u>Properties</u>	<u>Test Method</u>	<u>Units</u>	<u>Nonwoven</u>	
			<u>53</u>	<u>55</u>
Weight	ASTM D-3776 Oz/yd.	8	10	
Grab Tensile	ASTM D-4632 Lbs.	203	250	
Puncture	ASTM D-4833 Lbs.	130	165	
Flow Rate	ASTM D-4491 Gal/Min/Ft <sup>2</sup>	80	70	
Permittivity	ASTM D-4491 Sec. <sup>-1</sup>	1.5	1.3	
Mullen Burst	ASTM D-3786 Lbs./in <sup>2</sup>	400	550	
UV Resistant	ASTM D-4355 %	70	70	
AOS % Retained	ASTM D-4751 %	100	100	

**2.02 COMPOST FILTER SOCKS**

- A. Compost filled filter socks for use as a sedimentation control device shall be 12” minimum diameter by 10 feet long SiltSoxx as manufactured by Filtrexx International, LLC of Grafton, Ohio, or approved equivalent. The sock shall be designed to provide intimate contact with the ground surface to prevent blowouts

or undermining. At the same time the sock shall allow water to flow through the compost, minimizing overtopping, slowing high water flow velocities, and intercepting and stopping silt movement.

- B. Stakes for affixing compost filter socks in place shall be wooden, 2" square by a minimum of 36" long. Stakes shall be installed in accordance with SiltSoxx manufacturer's instructions.

### 2.03 OTHER MATERIALS

Other materials required for completion of the work in this Section shall be of adequate quality and construction such that intended performance is satisfied. Note that hay bales shall NOT be allowed as erosion control for this Site due to the potential for introduction of unwanted seeds.

## **PART 3 - EXECUTION**

### 3.01 FLOOD FLOWS

- A. The Contractor is advised that flows into the river and water levels of resource areas may vary substantially due to climatic and seasonal conditions and they shall be responsible for controlling and handling ground and/or surface water regardless of the volume of water and regardless of whether this flow is due to flood waters from storms. Refer to Section 01566 for additional information on the Site's hydrology.

### 3.02 SEDIMENTATION, EROSION AND TURBIDITY CONTROL

- A. The Contractor shall take every precaution to minimize and control erosion within the Project limits. These precautions shall be subject to approval by the Engineer who will be at the Site to observe critical portions of the Work. Sedimentation, erosion, shall include, but not necessary be limited to, the following:
  - 1. Compost Filter Socks shall be staked in place down-gradient from all areas where soil will be exposed, excavated, or placed, or materials storage areas in order to reduce the amount of suspended solids in runoff water as generally depicted on the Drawings. The exact location of the erosion barriers will be determined in the field, as work progresses.
  - 2. Compost Filter Socks shall be installed with wooden stakes in accordance with manufacturer's directions and as shown on the Drawings.
  - 3. The regulatory agencies listed hereinbefore reserve the right to determine

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the adequacy of the erosion control measures during construction. All inadequate devices, as determined by these governmental bodies or their agents, shall be replaced with devices deemed adequate, at the Contractor's expense.

### 3.03 ADDITIONAL EROSION AND SEDIMENTATION CONTROLS

- A. The Engineer shall make periodic inspections of the Site and shall advise the Contractor of the need for additional erosion and sedimentation controls necessary to meet the performance standards of this Section. Representatives of the Owner and of the Conservation Commission may also make inspections.
- B. Additional erosion and sedimentation control necessary to deal with transient conditions on the Site, such as following the placement of topsoil but prior to the establishment of grass cover, shall be provided by the Contractor as needed and at no additional cost to the Owner.

### 3.04 INSPECTION AND MAINTENANCE

- A. Throughout the entire duration of the Contract (including periods when actual site work is being conducted), the Contractor shall perform weekly inspections of erosion and sediment control installations. Additional inspections shall be required immediately after each rain event exceeding one-half (0.5) inch. The Contractor shall develop a checklist to assist with periodic inspection and maintenance and shall keep completed copies of the checklist for each inspection on file along with the Sediment and Erosion Control Plan.
- B. Throughout the entire duration of the Contract (including periods when actual site work is being conducted), the Contractor shall repair any damage resulting from sedimentation or erosion during construction and/or construction related activities and restore property to its prior condition at no additional cost to the Owner.
- C. Throughout the entire duration of the Contract (including periods when actual site work is being conducted), the Contractor shall take such steps as are necessary to maintain the sediment and erosion controls in good working order, including repair or replacing controls and cleaning or removing sediment from controls.
- D. The site entrance(s) shall be maintained in a condition that will prevent tracking or flow of mud onto public right-of-way. All materials spilled, dropped, washed, or tracked from vehicles onto the public roadways or into on- or off-site storm drains must be removed immediately. A temporary construction entrance shall be utilized, as shown on the Contract Drawings.

- E. In the event of inclement weather, the Contractor shall protect the Site and materials from damage or injury from the weather. If, in the opinion of the Owner or its Engineer, any portion of the Work or materials has been damaged by reason of failure on the part of the Contractor to so protect the Work, such Work and materials shall be removed and replaced with new materials and Work to the satisfaction of the Owner. Weather protection shall include all activities necessary to prevent the spread of sediment from wind, runoff, erosion, and other causes.

### 3.05 REMOVAL AND CLEANUP

- A. At the end of the Contract Work, and after the Site has been fully stabilized against erosion, remove sediment control devices and accumulated silt. It shall be the Contractor's responsibility to dispose of accumulated silt materials legally off-site.

Dispose of legally off-site all other sedimentation and siltation control devices such as, but not limited to compost filter socks, filter bags, sand bags, stakes, construction site entrance materials, and all other related products. Any sediment control materials, including sandbags, etc., which have been dislodged or otherwise transported into the river or adjacent wetland resource areas must also be recovered and removed from the Site.

The Site Owner or Project Owner may, at their discretion, direct the Contractor to leave certain compost filter socks in-place after the removal of accumulated sediment. In such a case, the compost filter sock would become the property of the Site Owner, who would be responsible for future maintenance.

## **PART 4 - MEASUREMENT AND PAYMENT**

### 4.01 MEASUREMENT FOR PAYMENT

No measurement shall be made of this item. The bid item under this section is a lump sum quantity.

### 4.02 PAYMENT

- A. Payment for Temporary Sedimentation and Erosion Control costs associated with the Work of the Contract will be paid for based on the Lump Sum price stated on the Form for Bid for Pay Item No. 1 (01560.01). Temporary Sedimentation and Erosion Control costs for all work under the Contract not specifically addressed on the Form for Bid shall be considered incidental, and the costs for such shall be included as part of the work of that Section (and included in the respective Form for Bid price items) and/or as part of the Work of this Contract.

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- B. Partial payments for Temporary Sedimentation and Erosion Control shall be provided as follows: Sixty percent (60%) of lump sum price upon completion of installation and approval by the Owner's Consultant and permitting agencies/representatives having jurisdiction. Following the satisfactory completion of work, forty percent (40%) of lump sum price will be paid upon removal and cleanup of Temporary Sedimentation and Erosion Control items as per Paragraph 3.05 above.

<u>Item No.</u>	<u>Payment Item</u>	<u>Unit</u>
No.1 (01560.01)	Sedimentation and Erosion Controls	Lump Sum

**\* \* \* END OF SECTION \* \* \***

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**SECTION 01565**  
**TEMPORARY DEWATERING AND WATER CONTROL**

Part A of this Section describes Temporary Surface Water Control.

Part B of this Section describes Temporary Construction Dewatering and Groundwater Control.

All Temporary Water Control, surface and groundwater, shall be paid under a single Pay Item.

**PART A – TEMPORARY SURFACE WATER CONTROL**

**PART 1 - GENERAL**

1.01 **DESCRIPTION**

- A. This Section specifies the removal and control of surface water, groundwater, and hydrostatic pressures in the work areas in order to permit all excavation, construction, installations, and demolition to be performed in the dry. The Work under this Section includes the furnishing of all labor, equipment, supplies, materials, and utilities required for the operation, maintenance, and supervision of the control of water (except as specifically specified under other Sections) such that all construction can proceed unhindered by water and flow into or through the work areas. Water control shall also extend to all provisions necessary to control water in the River, and surface drainage from upland areas from flowing into, disrupting, and damaging the work areas. All work shall be performed in accordance with the Plans and Specifications and to the satisfaction of the Owner.
  
- B. It should be noted that since the Work involves less than a total of one acre of soil disturbance, clearing, grading, and excavation, a Phase II National Pollution Elimination Discharge System (NPDES) construction permit is not expected to be required for this Project. However, if it is determined that this expectation is incorrect and/or the MassDEP Stormwater Regulations have undergone a change since the issuance of these Contract Documents and a NPDES is required after all, securing of such including all supporting documentation per NPDES requirements shall be the Contractor's responsibility.
  
- C. The Contractor shall be responsible for determining the need for and the means and methods of implementing water control during the Work of the Contract, except as specifically stated herein and in other Sections. The Engineer will monitor conditions at the Site and the effects of water levels and flows on the Work. If, in the Engineer's opinion, the presence of water has the potential to create a deleterious effect on the Work, then the Contractor shall take measures to control such water to the satisfaction of the Engineer at no additional cost to the Owner.

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- D. The control of surface water shall consist of installing such provisions, as needed, to divert, reduce, or stop water which may be flowing into, on, or through the Worksite. The need for control of surface water will change over the course of the Project depending on the work underway, as well as rainfall/runoff conditions encountered, which may change the level of the River. Pumping, siphoning, and/or diversion channels may be required for certain activities.
- E. Temporary construction (groundwater) dewatering systems may be necessary for completion of the Work of this Contract. The temporary construction of dewatering systems to be provided are described in Part B of this Section. Temporary construction dewatering systems shall be operated in concert with the surface water control and temporary cofferdams, if needed.
- F. The Contractor shall take all necessary precautions during construction to provide and maintain proper equipment and facilities to remove promptly and dispose of properly, all water entering work areas and keep work areas dry, as necessary. The Contractor shall implement such temporary surface water control measures as necessary to maintain the water level such that all work, where judged necessary, proceeds in the dry. Temporary water control work may include, but shall not be limited to diversion pipes, channels, swales, pumps, siphons, culverts, temporary cofferdams, etc.
- G. Water control measures shall be in operation as needed until all work within those areas of the work zone subject to interference by surface water is complete and accepted by the Owner.
- H. The Contractor shall remove all channeled, pumped, diverted, or siphoned surface water away from the work area, and provide sedimentation control and recharge in accordance with all applicable local codes and laws. All water which is discharged by water control measures shall be passed through appropriate and adequate sediment and/or filtration measures such that the effluent meets the standards specified in Section 01560 – Temporary Erosion and Sedimentation Controls and those provided below. Water diverted, siphoned, or pumped by the Contractor shall be discharged into the River, downstream of the primary spillway, and shall maintain water quality standards. Adequate provision for erosion control at the discharge point(s) shall be provided as part of the Work of this Section.
- I. All temporary surface water control work shall be coordinated with temporary sedimentation and erosion control work as specified under Section 01560.

## 1.02 ADHERENCE TO REGULATORY CONDITIONS

- A. All work shall comply with all codes, rules, regulations, laws, and ordinances and executed in conformance with any permits, licenses, etc., as issued by the local municipality, the State of Massachusetts Department of Environmental Protection (DEP), the U.S. Army Corps of Construction Engineers, and all other authorities having jurisdiction within the Project areas. All work necessary to make the Worksite comply with such requirements shall be provided without additional cost to the Owner.
- B. Copies of permits and licenses listed under Section 01060, not otherwise included in that Section, will be forwarded to the Contractor by the Owner prior to the beginning of the Work. The Contractor shall be responsible for conducting their work in accordance to all provisions of said permits.
- C. The Contractor shall procure all other required permits and licenses, (except for those to be obtained by the Owner as stated herein), pay all charges, fees, and taxes and shall give all notices necessary and incidental to the due and lawful prosecution of the Work under this Contract. The cost thereof shall be included in the prices bid for the various items specified herein for the Work of this Contract. Copies of all required permits and licenses shall be filed with the Owner prior to the beginning of the Work.
- D. The Contractor shall be responsible for complying with all orders and permit conditions of regulatory agencies for the installation, maintenance, and removal of all erosion and sedimentation control measures.
- E. No work of any type in any area shall commence until sedimentation control measures are in place to the satisfaction of the Owner and its Engineer.
- F. The Contractor shall prepare and implement a Flood Emergency/Response Plan as required by the Office of Dam Safety Chapter 253 Permit and subject to review by the Engineer and Owner describing the measures to be implemented in the case of potential flooding of the work areas.

## 1.03 RELATED WORK

- A. The following is a list of related work items that shall be performed or furnished under other Sections of these Specifications as indicated:
  - 1. Section 01060 – Regulatory Requirements;
  - 2. Section 01560 – Temporary Erosion and Sedimentation Controls;
  - 3. Section 02060 – Demolition and Disposal of Existing Structures;

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#### 1.04 SCOPE

This work shall encompass all temporary dewatering and water controls necessary to complete the proposed Work of the Contract, including but not limited to, the decommissioning of the dam and restoration of the river channel. The Contractor shall provide sufficient siphon or pumping capacity, pipes, and related works to divert water around the work area, as needed to complete the Work of the Contract.

**It is noted that the control of water is a critical and key aspect of the Work of this Contract. The Work CANNOT be successfully completed without appropriate water control in place and functioning. It shall be the responsibility of the Contractor to develop the means and methods for water control, subject to the constraints of the Contract Plans/Documents and Permits and subject to approval by the Engineer. Hydraulic information is provided in Section 01566, though the Contractor shall make their own determination for pumping or siphon capacity.**

#### 1.05 GENERAL DEWATERING AND WATER CONTROL WORK

- A. The Contractor shall implement surface water control measures as necessary such that all work may proceed in the dry.
- B. The Contractor shall take such steps as are necessary to control the leakage of water through any cofferdams and/or diversions such that said leakage will not interfere with the Work of the Contract.
- C. The Contractor shall take all reasonable and prudent precautions during construction to provide and maintain proper equipment and facilities to remove promptly and dispose of properly, all water entering work areas and keep such areas dry so as to obtain a satisfactory undisturbed subgrade condition.
- D. Dewatering measures (and cofferdam, if needed) shall be in operation until all work which could be impacted by flow or inundation is complete and accepted by the Owner and Engineer.
- E. Shallow sumps may be required for surface water collection. Sumps shall be surrounded by suitable filter material. Pumping shall be continuous as necessary to maintain the work in the dry.
- F. **The Charles River Dam at South Natick includes an existing low-level outlet structure that is no longer in use. The low-level outlet is controlled by two slide gates and discharges into the river adjacent to the right side of the spillway. Use of the low-level outlet for water control is allowed and encouraged, PROVIDED**

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**that the outlet is functional or can be made functional. The operational capacity of the low-level outlet is UNKNOWN and neither the Owner nor the Engineer make any guarantee regarding the ability of the low-level outlet to discharge water effectively or to lower the impoundment level. If the Contractor elects to attempt to use the low-level outlet, the Water Control Plan submittal MUST contain information on how the outlet will be operated, how the outlet will be managed if the gates are opened and cannot be closed, and how potential sediment discharge from the outlet will be managed.**

- G. It is anticipated that the Contractor may use a temporary bypass pipe/culvert to bypass flow through the low-level outlet during construction, as shown on the Contract Plans. The temporary bypass system shall be adequately described and submitted to the Engineer for review for consistency with the intent of the Specifications.

#### 1.06 COFFERDAMS

- A. The Contractor may need to use cofferdams or similar systems as part of the surface water control system. Cofferdam systems must be adequately described and submitted to the Engineer for review for consistency with the intent of the Specifications.
- B. Temporary cofferdam(s) shall be placed so as not to interfere with the other components of the Work.
- C. Temporary cofferdams, if needed, may consist of standard-sized or bulk sandbags or other similar products. No loose fill shall be permitted for use in upstream or downstream cofferdams.

#### 1.07 SUBMITTALS

- A. Not less than ten (10) days prior to the scheduled start of work, the Contractor shall submit his proposed method of controlling surface water and maintaining dry conditions (as needed), to the Engineer for review. The submittal shall include as a minimum the following items:
  - 1. The Contractor's proposed design, sequence of operation, maintenance and supervision of the surface water and control systems, as needed for each major phase of the Work, and coordination with temporary groundwater control.
  - 2. The Contractor shall provide their proposed design, layout, sequence of installation, sealing, maintenance, and supervision of any temporary bypass

systems or temporary cofferdams. The Contractor's design of the temporary bypass system or temporary cofferdam (other than sandbags no more than 3 feet high or proprietary systems) shall be stamped by a qualified, registered Professional Engineer (P.E.). Commercially supplied proprietary cofferdam systems do not require P.E. certification so long as they are judged by the Construction Engineer to meet the intent of the Specifications.

3. The Contractor's proposed contingency plan for additional surface water measures for all systems in the event of siphon or pumping system failure. Plan shall include monitoring, instrumentation, on-call repair, etc.
4. Scheduling requirements with regard to sedimentation control and temporary bypass system or cofferdam installation (if needed).
5. The Contractor's proposed Flood Emergency/Response Plan for potential storm emergency conditions (i.e. anticipated heavy rainfall). The Flood Emergency/Response Plan should address, but not be limited to, measures for pre-storm water releases from the impoundment, handling flooding of the work area, removing equipment and materials from the work area.

#### 1.08 PROTECTION OF WORK FROM FLOOD CONDITIONS

- A. The Contractor shall take all such precautions necessary to protect the Site and the Work of this Contract, either completed or incomplete, from flood waters and flows which would either damage the Work or the Site or cause a delay to the Work.
- B. If extensive flooding is expected, the Contractor shall implement his/her Flood Emergency/Response Plan. The Contractor shall remove all equipment and erosion-susceptible material from areas liable to be inundated or otherwise impacted by flooding. The Contractor shall secure the Site and make all efforts to protect completed and incomplete work.

#### 1.09 ANTICIPATED IMPOUNDMENT LEVELS AND INFLOWS

- A. The Contractor is hereby made aware that the Owner has no control over inflows into the River. Major rainfall events may cause the level of the River to rise and lead to potential inundation of the Worksite. In the event of uncontrolled increases in the River level, the Contractor shall undertake measures to protect existing structures and new work, including but not necessarily limited to pumping or siphoning of water from the upstream impoundment in order to maintain the impoundment within specified levels.

- B. **River water surface elevations will be influenced by rainfall, inflows, evaporation, and other climatic conditions beyond the control of Owner. The Owner makes no guarantees regarding the impoundment or river channel water surface elevation at the start of construction, nor that the existing outlet works have sufficient capacity to control the fluctuation of the impoundment or river channel level.**
- C. **The Contractor shall take no action and place no materials or structures that would lead to an increase in upstream flooding levels over and above those expected under existing conditions. The Contractor shall be responsible for all consequences of flooding caused by temporary structures installed by the Contractor or other measures or actions by the Contractor which result in increased upstream flooding.**
- D. **The Contractor shall take no action that would lead to an increase in peak flow rates discharged from the impoundment resulting in downstream flooding over and above those expected under existing or proposed conditions. The Contractor shall be responsible for all consequences of flooding caused by temporary measures or actions by the Contractor which result in increased downstream flooding.**
- E. In the event that dry conditions lead to naturally low impoundment levels, the Contractor will NOT be required to take steps to raise the impoundment level beyond what would occur naturally.
- F. Additional data on surface water flow is provided in Section 01566.

#### 1.10 DISCHARGE OF WATER

The general performance standard for the discharge of effluent into state waters states that the discharge water shall not have a significant impact on the receiving waters. The discharged water shall therefore meet the following standards:

*Solids - Discharge waters shall be free from floating, suspended and settleable solids in concentrations or combinations greater than that of the receiving waters, that would cause aesthetically objectionable conditions, or that would impair the benthic biota or degrade the chemical composition of the bottom.*

*Color and Turbidity - These waters shall be free from color and turbidity in concentrations or combinations that are aesthetically objectionable or are significantly different from the receiving waters. Turbidity in wetland resource areas resulting from activities in or near wetlands shall not exceed 50 N.T.U's, or as otherwise required by the State or other controlling body.*

In addition, aquatic wildlife in the receiving waters may be sensitive to increased temperatures. Therefore, to the extent practicable, the temperature of water discharged directly into the River, upstream or downstream of the work area, should be limited to not more than 70° F.

The Contractor is reminded to adhere to all provisions and conditions regarding the discharge of water and general water control contained in all permits and licenses. In particular, specific guidelines (if any) regarding Total Suspended Solids (TSS), Oil and Grease, and pH in discharge water should be adhered to.

## **PART 2 - PRODUCTS**

### **2.01 PUMPS, HOSES, SIPHONS**

- A. Pumps, hoses, or siphons used at the Site shall be sized appropriately and shall be maintained in good working order by the Contractor.
- B. Pumps shall be sized appropriately by the Contractor and shall operate in a manner which does not create a nuisance to abutters (i.e. quietly and without significant exhaust).
- C. Electric power service is not currently available at the Worksite. Fuel for pumps and generators must be located such that fuel cannot be released into the River. Secondary containment shall be provided for gasoline or diesel-powered pumping equipment. All appropriate precautions shall be taken to protect the River and surrounding resource areas. Electrical generators, fuel supplies, or other supplementary equipment required for operation of pumps shall be located in areas approved by the Owner and Engineer with secondary containment.

### **2.02 PIPE**

- A. Pipes used for water control and/or diversions shall be sized appropriately and shall be in good condition without leaks or cracks. Pipe pressure ratings shall be adequate for static head loading when pressure flow is expected. Pipe joints shall be watertight and installed as per the manufacturer's recommendations.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. This Section defines the intent of water control work, but the Contractor shall ultimately be responsible for means and methods, and compliance with the Specification will be judged on a performance criterion. The Contractor shall submit

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a Water Control Plan to the Owner for review and may, at that time, propose alternative water control strategies. The Contractor's Water Control Plan must however satisfy the terms and conditions of all permits issued to the Project.

- B. The Contractor shall provide all necessary electrical power for running the dewatering and water control systems, if necessary. The Contractor shall provide a back-up electrical generator, pumps, and related equipment and supplies on-site with output capacity sufficient to maintain continuous operation of the dewatering systems in the event the original dewatering equipment or power source(s) which is in use becomes inoperable. The back-up generator, pumps, and necessary equipment and supplies shall be connected to the operating system to the greatest degree possible prior to the start of all dewatering operations in such a manner to allow immediate replacement of the inoperable equipment.
- C. The Contractor shall take all reasonable and prudent precautions during construction to provide and maintain proper equipment and facilities to control and divert water. Extra vigilance in monitoring the bypass system or any cofferdam structure is vital since dislodgement of such a structure could cause injury to workers within.
- D. If necessary, water control systems shall be operated continuously during all construction specified herein. The operation time may include breaks, nights, weekends, holidays, and other times when work is not otherwise being performed on the Site. The Contractor shall be responsible for protecting his/her equipment from damage due to vandalism.
- E. Where the Contractor proposes to remove water from the bottom of an excavation or ponding area by sumping as approved by the Owner and Engineer, the sump shall be surrounded by a suitable filter to prevent removal of soil fines. Pumping from sumps which remove fines from the soil shall be immediately terminated and the dewatering method revised accordingly. Pumping from the dewatering system shall be continuous until the adequate completion of the Work.
- F. Water control at the Site shall account for the range of flow reasonably expected in the River during the course of the Project.
- G. If used, temporary cofferdam(s) shall be constructed of such materials and to such extents that they will withstand the forces, pressures, flows, and depths of a reasonable expected magnitude. The cofferdam shall be compatible with other dewatering, water control, and sedimentation control procedures. Dewatering equipment shall be provided as needed to remove water from the interior area of a downstream cofferdam/diversion barrier.

- H. The Contractor shall make provisions to remove any impediments to flow through the spillway or other water conveyance structures expeditiously in the event of a flood event which threatens to overwhelm the water control system or cause increased water levels which might lead to damage at the Site or other properties upstream or downstream of the work area.
- I. If deployed by the Contractor, pumps must be operated in such a way as to not disturb abutters (e.g. noise). Pump intakes shall be placed so as to reduce the potential for sediment entrainment and pump discharge points shall make provisions for reducing erosion potential through energy dissipation, riprap protection, etc.
- J. The dewatering system shall not cause damage to newly constructed or existing properties, buildings, utilities, or other work due to loss of ground or support from incompletely drained soils or from removal of soil particles caused by the dewatering system.
- K. Dewatering facilities shall be located where they will not cause interference with work performed by others.
- L. If the dewatering system utilized by the Contractor causes or threatens to cause damage to new or existing facilities, the dewatering system shall be removed and/or modified at no additional expense to the Owner.
- M. Dewatering activities and infrastructure shall not interfere with the Site Owner's access to their property or interfere with their operations. The Contractor shall provide bridging over pipes as necessary.

### 3.02 GENERAL WATER CONTROL METHODOLOGY LIMITATIONS

In order to maintain the quality of dewatering and water control effluent and to prevent the discharge of unacceptable quantities of sediment, the following minimum restrictions shall be observed:

- A. The Contractor shall operate the existing outlets to the right of the primary spillway to lower the impoundment. **The impoundment shall be lowered at a rate of no more than 1 foot per day without approval of the Engineer and Owner.**
- B. Intakes for pumps and siphons will not be allowed to rest directly on the River bottom. To prevent this, a frame may be attached to the intake to elevate the intake off the bottom, or the intake may be attached to a float to maintain the intake at a height determined by the Contractor above the bottom to prevent unacceptable discharge of sediment.

- C. When sumps are required, the intake must be placed within a perforated pipe and the annular space between the pipe and the sump pit (as well as the bottom of the pit) must be filled with Crushed Stone as submitted by the Contractor. Filter fabric may also be used if necessary.
- D. Discharge water may be passed through "Silt socks," "Dirt Bags," or other proprietary devices which reduce turbidity.

## **PART B – TEMPORARY CONSTRUCTION DEWATERING AND GROUNDWATER CONTROL**

### **PART 1 - GENERAL**

#### 1.01 SCOPE

- A. This Section specifies the removal and control of groundwater and hydrostatic pressures in the work areas in order to permit construction, installations, and demolition to be performed in the dry. The Work under this Section includes the furnishing of all labor, equipment, supplies, materials, and utilities required for the operation, maintenance, and supervision of the dewatering system and control of water such that the Work can proceed unhindered by groundwater and flow into or through the work area. All work shall be performed in accordance with the Plans and Specifications and to the satisfaction of the Owner and the Engineer.
- B. The Contractor shall take all reasonable and prudent precautions during construction to provide and maintain proper equipment and facilities to remove promptly and dispose of properly, all groundwater entering work area and keep such areas dry so as to obtain a satisfactory undisturbed subgrade condition.
- C. Shallow sumps may be required to maintain the lowered groundwater level until Work has been completed. Sumps shall be surrounded by suitable filter material. Well points or dewatering wells may be required in place of or in addition to other dewatering techniques. Pumping shall be continuous as necessary to maintain the work in the dry.
- D. The Contractor shall remove all pumped water away from the work area, and provide sedimentation control and recharge in accordance with all applicable local codes and laws as well as the Temporary Erosion and Sedimentation Control and Surface Water Control Sections of the Contract Documents. Requirements specified by all applicable regulatory agencies shall be met during this process. All water which is discharged by dewatering measures shall be passed through appropriate and adequate sediment and/or filtration measures such that the effluent meets the standards set out in Section 01560 and those provided below. The Contractor shall

discharge all dewatering and groundwater control effluent in an appropriate and approved manner.

- E. Dewatering systems shall act in concert with surface water control systems, noted in Part A above, and with the temporary bypass system/temporary cofferdam.

1.02 ADHERENCE TO REGULATORY CONDITIONS

- A. See Part A for Regulatory Conditions.

1.03 RELATED WORK

- A. See Part A for list of Related Work.

1.04 DISCHARGE OF WATER

- A. See Part A for Discharge of Water requirements.

1.05 SUBMITTALS

- A. Not less than ten (10) days prior to the scheduled start of groundwater dewatering work, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions, to the Engineer for review. The submittal shall include as a minimum the following items:
  - 1. The Contractor's proposed design, sequence of operation, maintenance and supervision of the dewatering system for the maintenance of groundwater levels as specified herein and as needed for the Contractor's operations.
  - 2. The Contractor's proposed contingency plan for groundwater control measures for all systems.
  - 3. Scheduling requirements with regard to Sedimentation Control and other work.

**PART 2 - PRODUCTS**

Not Used.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. Electric power service is not currently available at the Worksite. The Contractor shall provide a back-up electrical generator, pumps and related equipment and supplies on-site with output capacity sufficient to maintain continuous operation of the dewatering systems in the event the original dewatering equipment or power source(s) which is in use becomes inoperable. The back-up generator, pumps and necessary equipment and supplies shall be connected to the system to the greatest degree possible prior to the start of all dewatering operations in such a manner to allow immediate replacement of the inoperable equipment.
- B. Dewatering systems shall be operated continuously and groundwater levels monitored and maintained at specified levels during all construction specified herein. The operation time is to include breaks, nights, weekends, holidays, and other times when work is not otherwise being performed on the Site. The Contractor shall be responsible for protecting his equipment from damage due to vandalism.
- C. Where the Contractor proposes to remove groundwater from the bottom of the work area by sumping as approved by the Engineer, the sump shall be surrounded by a suitable filter to prevent removal of soil fines. Pumping from sumps which remove fines from the soil shall be immediately terminated and the dewatering method revised accordingly.
- D. All pumped water shall be discharged in accordance with Section 01560 and the requirements specified in Part A above as applicable.
- E. If applicable, all requirements regulatory agencies shall be satisfied.
- F. The Contractor may stage his/her dewatering plan such that dewatering and groundwater control is limited to areas where work is or soon will be occurring. Groundwater control may cease when the Contractor and Owner and its Engineer are satisfied that groundwater will no longer affect the Work of the Contract or the integrity of the structure in the area.

### **3.02 GENERAL WATER CONTROL METHODOLOGY LIMITATIONS**

In order to maintain the quality of dewatering and water control effluent and to prevent the discharge of unacceptable quantities of sediment, the following minimum restrictions shall be observed:

- A. When sumps are required, the intake must be placed within a perforated pipe and the annular space between the pipe and the sump pit (as well as the bottom of the pit) must be filled with Crushed Stone. Filter fabric may also be used, if necessary.
- B. Discharge water may be passed through sedimentation chambers, basins, "Silt socks," "Dirt Bags," or other proprietary devices which mitigate turbidity delivered to receiving waters. These devices should have a supplemental perimeter line of turbidity curtains or siltation barrier.
- C. Discharge may also be passed through a temporary sedimentation tank sized appropriately for the flow rate.

**Part 4 below applies to the work of both Part A and Part B of this Section.**

**PART 4 - MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT FOR PAYMENT

- A. No measurement for payment shall be made for Temporary Dewatering and Water Control. The bid item shall be a lump sum quantity.

4.02 PAYMENT

- A. Payment for the scope of the work specified herein, including all labor, materials, equipment and incidentals and mobilization/demobilization costs to provide dewatering and water control costs to complete, in the dry, the Work of the Contract shall be paid for at the applicable Lump Sum price stated for Item No. 1 (01565.01).

<u>Item No.</u>	<u>Payment Item</u>	<u>Unit</u>
No. 1 (01565.01)	Temporary Dewatering and Water Control	Lump Sum

**\*\*\*END OF SECTION\*\*\***

**SECTION 01566**  
**HYDRAULIC AND HYDROLOGIC DATA**  
**(FOR INFORMATIONAL PURPOSES ONLY)**

**PART 1 - GENERAL**

1.01 PURPOSE AND INTENT OF DATA

The Engineer has compiled the data contained herein regarding certain hydraulic and hydrologic information pertaining to the Charles River Dam at South Natick and its watershed associated with the Project Site, along with data on climate in the area. This information is presented **FOR INFORMATION ONLY**. Neither the Owner nor the Construction Engineer makes any assurances as to the accuracy of the information depicted in this section. The Contractor is responsible for making his/her own assumptions, interpretations, and conclusions based on the data presented herein. The Contractor may, at their own expense, make additional investigations to confirm the information presented herein.

1.02 STREAM FLOW DATA FOR CHARLES RIVER DAM AT SOUTH NATICK

The direct drainage area for the Charles River Dam at South Natick is approximately 165 square miles. Peak discharge estimates developed using streamflow data for USGS gage station 01103500 Charles River Village/ Dover, MA, shown in **Table 1**.

**Table 1: Peak Discharges at the Charles River Dam at South Natick**

Return Period	Flow (cfs)
2-year	1,170
10-year	2,020
25-year	2,520
50-year	2,930
100-year	3,370
500-year	4,520

Real-time streamflow data can be viewed at the following two gages:

- The following gage is located on the Charles River upstream of the Dam (66 square-mile watershed): [Charles River at Medway, MA - USGS Water Data for the Nation](#)
- The following gage is located on the Charles River downstream of the Dam (183 square-mile watershed): [Charles River at Dover, MA - USGS Water Data for the Nation](#)

### 1.03 RAINFALL DATA

The following rainfall depth data below (**Table 2**) is the 24-hour return period storm depths as provided by NOAA Atlas 14:

**Table 2: 24-hour Return Period Storm Depths**

Return Period	Depth (in)
2-year	3.37
10-year	5.26
25-year	6.45
50-year	7.32
100-year	8.27
500-year	11.3

The following rainfall depth data below (**Table 3**) is the monthly mean precipitation for Natick, MA as listed on the US Climate Data website:

<https://www.usclimatedata.com/climate/natick/massachusetts/united-states/usma0562>

**Table 3: Mean Monthly Precipitation for Taunton, MA**

<u>Month</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Mean (in.)</u>	<u>3.45</u>	<u>3.18</u>	<u>4.08</u>	<u>4.10</u>	<u>3.91</u>	<u>4.09</u>	<u>3.99</u>	<u>3.87</u>	<u>3.86</u>	<u>4.39</u>	<u>4.30</u>	<u>4.03</u>

### 1.04 GROUNDWATER LEVEL DATA

No groundwater measurements are available for the site.

It is noted that the ground at the toe of the right side of the embankment has consistently been observed to be saturated over a wide area with standing water in locations. To the right of the spillway, a location of active flowing seepage has been observed and documented.

Note that fluctuations in the groundwater levels will occur due to variations in season, precipitation, temperature, pond level, impacts from existing utilities, and other factors that may be different than those existing at the time of the explorations.

The Contractor should expect that groundwater will be encountered within the excavations made to perform certain aspects of the work due to the work area being in and within close proximity to the pond and stream. The Contractor shall therefore be prepared to manage, handle and control

groundwater in accordance with the requirements of Section 01565 – Temporary Dewatering and Water Control.

It should also be noted that fluctuations in groundwater levels will occur due to variations in season, rainfall, site features, and other factors different from those existing at the time of the explorations and measurements.

**PART 2 – PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**PART 4 - MEASUREMENT AND PAYMENT**

No measurement shall be made of any work performed under this section. No separate payment shall be made for any work performed under this section. The cost of any work done or facilities provided under this section shall be included under other bid items within the Contract.

**\* \* \* END OF SECTION \* \* \***

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**SECTION 01740  
SITE RESTORATION**

**PART 1 - GENERAL**

1.01 SCOPE

- A. The Work under this Section shall consist of all work and operations, including, but not limited to, equipment, supplies, material, personnel, and incidentals to restore areas in and around the Project Site to pre-construction conditions.
- B. The intent of the Work of this Section is that areas which are disturbed as a result of the overall Work of this Contract, whether intentionally or unintentionally, planned or unplanned, are restored to at or better than their conditions prior to the start of Work. The Scope of Work under this Section shall also include both significant and incidental work necessary to repair damage to the Site beyond those areas shown as disturbed on the Project Drawings. Areas to be restored shall include, but not be limited to, locations of trailers, laydown areas, construction access roads, construction entrances, etc. Facilities to be restored shall include, but not be limited to, pavement, areas within the former impoundment and final river channel, vegetated areas in and around the work area, trees, and utilities.
- C. It is the intent of the Contract that the Contractor avoid and minimize indirect construction impact to the maximum extent possible. To this end, the Site and surrounding areas should be protected as needed and as provided for under separate Sections of the Contract. The Contractor should also develop a plan to protect the Site and inform and educate his/her forces regarding protective measures to be implemented. This Section covers the restoration of damage caused by intentional or unintentional actions by the Contractor's forces, including all subcontractors, material deliverers, and others under the Contractor's employ or authority. It is the intent of the Contract that the Work of this Section be minimized to the extent possible by the Contractor's actions to avoid damage to the Site and area.

1.02 DOCUMENTATION OF EXISTING CONDITIONS

Prior to the start of work, the Contractor shall be responsible for documenting the pre-construction conditions of those areas which might be disturbed by the Work of the Contract, including, but not limited to, portions of the dam to be left in place (i.e. outlet structure), retaining walls, sidewalks, walkways, railings, parking lots, bridge structures, utilities, sewer lines and manholes, river channel and banks, nearby buildings, etc. This documentation, in the form of photographs, video tapes, and written documentation shall be provided to the Owner, and the Engineer. This documentation shall be used to determine the extent to which post-construction site restoration shall be needed.

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### 1.03 PROTECTION OF EXISTING FEATURES

The Contractor shall take such steps and measures as are necessary to protect the Project Site and adjacent areas from damage by construction activities and thereby minimize the extent of work to be done under this Section. The Contractor may also elect to provide construction monitoring in the form of deformation surveys, vibration monitoring, or other to assist in implementing the Work of the Contract in a manner which does not result in damage to existing features.

No separate payment shall be made for site protection and/or construction monitoring for site protection. Site protection shall be paid for under the Work of this Section and/or as part of the scope of other Sections covering work that might result in damage to existing features.

### 1.04 SUBMITTALS

- A. The Contractor shall submit a pre-construction site documentation package to the Owner and Engineer.
- B. The Contractor shall submit information, as needed, on site restoration methods and materials to be used in restoring site conditions.
- C. The Contractor, should he/she elect to perform a construction monitoring program, shall submit information regarding the proposed construction monitoring equipment, methodology, and data collection frequency.

## **PART 2 – PRODUCTS**

Products used in Site Restoration shall meet the requirements of the applicable Section of the Contract Documents. If work similar to the nature of the necessary site restoration is not specified elsewhere in the Contract Documents, the applicable section of the Commonwealth of Massachusetts, Massachusetts Highway Department Standard Specifications for Highways and Bridges, shall control. Materials for restoration of utilities shall meet with the standards of the Owner or the utility to be restored.

## **PART 3 – EXECUTION**

### 3.01 GENERAL

The work required and services for site restoration shall be done in a safe workmanlike manner and shall conform to all pertinent local or state laws, regulations, or codes. Good housekeeping consistent with safety shall be maintained. The Contractor shall be responsible for all necessary permits and approvals.

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### 3.02 PRE-CONSTRUCTION SITE DOCUMENTATION

Prior to the start of Work at the Site, the Contractor shall coordinate with the Owner and its Engineer to perform a pre-construction site walk for the purposes of documenting conditions prior to disturbance by the Contractor's forces and equipment. A representative from the Owner and/or its Resident Engineer shall accompany the Contractor during the site walk, but it shall be the Contractor's sole responsibility to properly document existing conditions in all areas which might be subject to disturbance. The Contractor shall utilize photographs, video, written descriptions, sketches, and any other means to document pre-construction conditions. The Contractor shall supply the Owner and Engineer with one copy each of the documentation, including both hard copies and digital files, as appropriate. The Owner alone shall be empowered to make decisions about the pre-construction condition of areas not covered by the Contractor's documentation.

### 3.03 RESTORATION METHODOLOGY

Means of Site Restoration shall meet the requirements of the applicable Section of the Contract Documents. If work similar to the nature of the necessary site restoration is not specified elsewhere in the Contract Documents, the applicable section of the Commonwealth of Massachusetts, Massachusetts Highway Department Standard Specifications for Highways and Bridges, shall control. Proper sediment, erosion, and water control shall be provided, as needed, at no additional cost.

### 3.04 RESTORATION OF PAVEMENT

- A. The Contractor shall be required to repair any damage to pavement (roadways, parking lot, etc.) caused during the course of all phases of work including, but not limited to, mobilization, construction, and demobilization, in order to return the pavement to pre-construction condition or better.
- B. Restoration of paved areas shall be done with similar materials and paving characteristics.
- C. The Owner shall determine the appropriateness of proposed restorations (e.g. spot patching, full depth repaving, etc.)

### 3.05 RESTORATION OF VEGETATED AREAS

- A. The Contractor shall be responsible for restoring all vegetated areas beyond the indicated limits of work disturbed during the Work of this Contract. Restoration shall include, but not be limited to, loam placement, regrading, seeding, re-sodding, mulching, and maintenance. The intent is to restore damaged areas to pre-construction condition or better. Loaming, seeding, and revegetation of areas

which are shown on the Plans as being filled, excavated, or graded shall be paid for under a separate Section of the Contract. Loaming, seeding, and revegetation of other areas, including areas disturbed by construction traffic, trailer placement, material stockpiling, etc. shall be paid for under the pay item for this Section.

- B. The Contractor shall be responsible for maintenance and care of all restored vegetated areas until establishment.

3.06 RESTORATION OF TREES

- A. The Contractor shall be responsible for pruning and other actions necessary to repair construction-related damage to trees which are shown to remain in place or are outside of the construction areas.
- B. The Contractor shall hire a certified arborist to perform restoration work on large trees, if judged necessary by the Owner.

3.07 RESTORATION OF MASONRY

- A. Existing masonry damaged during the Work of the Contract shall be repaired in kind.

**PART 4 - MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT FOR PAYMENT

- A. No measurement shall be made for Site Restoration. The bid item for Site Restoration is a lump sum quantity.

4.02 PAYMENT

- A. Payment for Site Restoration associated with the work will be paid for based on the Lump Sum price stated for Item No. 3 (01740.01) on the Form for Bid.

<u>Item No.</u>	<u>Payment Item</u>	<u>Unit</u>
No. 3 (01740.01)	Site Restoration	Lump Sum

**\* \* \* END OF SECTION \* \* \***

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**SECTION 01900  
MOBILIZATION AND DEMOBILIZATION**

**PART 1 - GENERAL**

1.01 SCOPE

- A. The Work under this Section shall consist of the Contractor's preparatory work and operations, including, but not limited to transporting equipment, supplies, personnel, and incidentals to and from the Worksite, and all other operations which must be performed or for costs which must be incurred prior to commencement of the Work.

Work under this Section shall also include all work, services, equipment and other incidental items, whether specifically mentioned herein or not, to perform similar tasks at the Worksite at the conclusion of the Work, in order to restore the Site to its intended condition and remove all items which are not a permanent part of the Work from the Site, and to leave the Site in a clean and orderly manner as directed by the Resident Engineer.

- B. The Work of this Section shall also include any potential work, labor, equipment, and other expenses necessary for emergency protection of, demobilization from, and remobilization to the Project Site in the event of heavy rains, increased flows, and/or high water levels which cause the inundation of the Site or other weather-related conditions which temporarily restrict access to the work area.
- C. The Work of this Section shall include the provision, installation, inspection, maintenance, and removal of all temporary facilities and controls necessary for the Contractor to successfully complete the Work of this Contract in accordance with the Plans, Specifications, Permits, and all applicable local, state, and federal laws and regulations. Temporary facilities shall include all work, services, equipment materials, supplies, personnel, and other incidental items necessary for the protection of existing structures and features at the Site.
- D. The Work of this Section shall include all work and operations, including, but not limited to equipment, supplies, material, personnel, and incidentals for site preparation as well as the dismantling, relocation, demolition, removal, and lawful off-site disposal of certain existing materials and structures at the Charles River Dam at South Natick.
- E. The Work of this Section shall include the provision of the services of a Registered Land Surveyor (RLS) (Massachusetts) to provide site layout, control points, temporary and permanent benchmarks, and other similar work.

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- F. The Work of this Section shall include the ongoing preparation of As-Built Documents and Record Drawings by the Contractor to record progress and changes at the Project Site as specified in Section 01955. The As-Built Documents and Record Drawings shall be continuously updated by the Contractor's on-site superintendent and his/her RLS.
- G. The Work of this Section shall include all work, materials, and facilities for the provision, maintenance, and removal of Temporary Facilities and Controls as described in Section 01500.
- H. The provision of all necessary bonds, insurance, and all other administrative costs shall be included in the Work of this Section.

#### 1.02 DEMOBILIZATION / REMOBILIZATION DUE TO INCLEMENT WEATHER

The Contractor is hereby notified that the Work of this Contract will take place in, on, and around a dam. Portions of this Work will require personnel and equipment to be located on or adjacent to the Dam, the downstream channels, and in or near other areas typically subject to water flow. This work may require significant surface water and groundwater control efforts. Certain weather conditions (such as an extended period of heavy rainfall and/or a weather event such as a hurricane) could cause a significant rise in the level of the impoundment and potentially inhibit proposed work.

**Responses to such events are the Contractor's responsibility and no extra payment shall be made unless otherwise specified herein.** The Contractor shall make provision for contingencies to deal with inclement weather. In the event of rising waters and increasing flow, the Contractor may be required to act rapidly to protect the structure and the Work, including removal of personnel and equipment from potentially affected areas. The Contractor may have to demobilize from the potentially affected areas on a temporary basis. Prior to leaving the area, the Contractor shall take such steps as are necessary to protect completed work and work in progress and to remove all equipment and materials from potentially inundated areas. The Contractor shall be responsible for any loss or damage to his/her work, equipment, or material. **After water levels/flows have receded, the Contractor shall remobilize to the Site at no additional cost to the Owner, unless otherwise specified herein.** Remobilization will include all effort required to restart the Work.

To reduce the chance of high water levels/flows affecting the Work, the Contractor is urged to pay particular attention to weather forecasts for the area and to schedule work in vulnerable areas for periods which are anticipated to be relatively dry.

**As required per the DCR – Office of Dam Safety Chapter 253 Dam Safety Permit, the Contractor is required to prepare and implement a Flood Emergency/Response Plan for the Project. The plan shall be prepared and submitted for review by the Engineer and subsequent submission to the Office of Dam Safety as specified in Section 01565.**

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### 1.03 EXISTING CONDITIONS

The Site is located immediately adjacent to one or more bodies of water. Appropriate water safety precautions shall be provided by the Contractor as per OSHA regulation as needed for work in and around the pond and stream.

Staging areas shall be in areas indicated on the Project Plans and decided in agreement with the Owner. The Contractor shall be responsible for marking and maintaining all existing structures, features, and utilities within the staging area(s) and the work area before, during, and after the course of work. Contractor responsibilities shall include notifying Dig Safe and all appropriate municipal departments prior to commencing work.

The Contractor shall be prepared to provide working platforms/ramps, cribbing, shoring, matting, and all other specialized support equipment required to ensure safe access of all personnel, equipment, and materials necessary for completion of the Work of this Contract in accordance with the Specifications and Contract Drawings.

### 1.04 DOCUMENTATION OF EXISTING CONDITIONS

Prior to the start of work, the Contractor shall be responsible for documenting the pre-construction conditions at the following addresses:

- **56 Eliot Street**
- **57 Eliot Street**
- **61 Eliot Street**
- **63 Eliot Street**
- **65 Eliot Street**
- **69 Eliot Street**
- **68 Eliot Street**
- **70 Eliot Street**
- **17 Pleasant Street**
- **6 Pleasant Street**
- **8 Pleasant Street**

The Contractor may wish to provide preconstruction documentation of existing conditions for other public or private residences around the work area. The Contractor shall identify which properties he would like to survey and coordinate with the Town obtaining permission from the property owner to perform surveys. The Town will serve as an intermediary for obtaining owner permission to perform preconstruction surveys.

This documentation, in the form of 1) photographs, 2) video tapes, 3) written documentation, and 4) plans and diagrams shall be provided to the Town. This documentation shall be used to determine the extent to which post-construction site restoration shall be needed.

## **PART 2 – PRODUCTS**

Not Used.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

The work required and services for mobilization/demobilization shall be done in a safe workmanlike manner and shall conform to any pertinent local or state laws, regulations, or codes. Good housekeeping consistent with safety shall be maintained.

### **3.02 PRE-CONSTRUCTION SITE DOCUMENTATION**

- A. Prior to the start of work at the site, the Contractor shall coordinate with the Town and its Resident Engineer to perform a pre-construction site walk and the addresses identified herein for the purposes of documenting conditions prior to disturbance by the Contractor's forces and equipment.
  - 1. Coordinate activities, issue notices, obtain clearances and provide photographic and secretarial assistance necessary to accomplish the survey.
  - 2. Give notice in writing, to the property owner and any representative of local authorities required to be present at such survey. Notify in writing the dates on which surveys are planned so that representatives are present during the examination. Provide copies of notices to the Owner and Engineer.
  
- B. Observations shall be recorded of the existing conditions for residences, buildings, pavements and other structures, which might be affected.
  - 1. The survey shall consist of a description of exterior conditions. Descriptions shall locate cracks, damage or other defects existing and shall include information to make it possible to determine the effect, if any, of the construction operations on the defect. Where significant cracks or damage exists, or for defects too complicated to describe in words, photographs shall be taken and made part of the record.
  - 2. The pre-construction survey of each property examined shall be signed by the representatives present and, if practicable, by the property owner, whether or not they are present at the examinations.

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- C. Contractor's record of the pre-construction survey shall consist of written documentation, video and photographs of the conditions identified. At the completion of the survey, submit copies of the documentation to the Town.
- D. The records so obtained shall be retained in the Contractor's file for at least three years after completion of the Contract. In the event of damage claims, a report shall be prepared by the Contractor on the particular structures as requested by the Engineer from those notes and photographs and submitted to the Owner. Damage attributed to the Contractor's activity shall be repaired promptly and completely to the property owner's satisfaction to restore the conditions of the property to that existing prior to work at no cost to the Town.
- E. Crack gauges shall be installed on existing cracks observed on building walls during the pre-construction survey after obtaining Property Owner's permission.

**PART 4 - MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT FOR PAYMENT

- A. No measurement shall be made for general mobilization/demobilization. The bid items for general mobilization/demobilization, including preconstruction surveys, are lump sum quantities.
- B. **No payment shall be made for any necessary temporary demobilization and remobilization as stated above or for demobilization and remobilization due to inclement weather.**

4.02 PAYMENT

- A. Payment for Mobilization and Demobilization costs associated with the Work of the Contract will be paid for based on the Lump Sum price stated for 01900.01. Mobilization/Demobilization costs for all Work under the Contract not specifically addressed elsewhere shall be considered incidental, and the costs for such shall be included as part of the Work of that Section (and included in the respective Lump Sum price) and/or as part of the Work of this Item. **The bid price for Mobilization shall not exceed ten percent (10%) of the total contract bid price.**
- B. Partial payments for Mobilization/Demobilization shall be provided as follows: Sixty percent (60%) of lump sum price upon completion of mobilization. Following the satisfactory completion of work, forty percent (40%) of lump sum price will be paid upon completion of demobilization.

<u>Item No.</u>	<u>Payment Item</u>	<u>Unit</u>
No. 4 (01900.01)	Mobilization and Demobilization	Lump Sum

**\* \* \* END OF SECTION \* \* \***

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**SECTION 01955  
RECORD DRAWINGS**

**PART 1 - GENERAL**

The Contractor shall keep at the site a record set of Drawings on which he/she shall clearly and accurately record all approved changes and/or additions to the Contract Work made to meet field conditions or ordered by the Engineer. The Contractor shall also record information on subsurface conditions encountered at the Site on the record set. The set of Drawings shall be used for this purpose only, and shall be delivered to the Engineer in good, clear, and legible condition at the completion of the Work and approved by the Engineer before final payment shall be due and payable, as an accurate record of the Work as actually executed.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

- A. The Contractor shall update the Record Drawings set as work progresses.
  
- B. Upon Completion of the Work, the Contractor shall engage a licensed land surveyor to survey the Site to verify the location and elevation of key features including, but not limited to the location and extent of the river channel and remaining portions of the dam; channel inverts; overbank grades; extent of stream stabilization features; etc. These shall be recorded on the Record Drawings.

**PART 4 – MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT FOR PAYMENT

- 4. No measurement shall be made for preparation and submission of As-Built and Record Drawings.

4.02 PAYMENT

- A. No separate payment shall be made for any work performed under this Section. The cost of any work provided under this Section shall be included in the Lump Sum price for Mobilization and Demobilization – Pay Item 01900.01.

\* \* \* END OF SECTION \* \* \*

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**DIVISION 2 – SITE WORK**

**SECTION 02060  
DEMOLITION AND DISPOSAL OF EXISTING STRUCTURES**

**PART 1 – GENERAL**

1.01 DESCRIPTION

- A. This Section describes the general parameters and requirements for dismantling, relocation, demolition, removal, on-site reuse, and lawful off-site disposal of certain existing materials and structures at the Worksite.
- B. The Work of this Section shall include the removal, handling, and storage for existing material which may be reused as part of the final project configuration.
- C. If necessary, the scope of this item shall also include all work, materials, labor, and other costs associated with the following:
  - a. Design, installation, and removal of any temporary earth support systems, rigging systems, containment systems, or other means and methods required during dismantling, demolition, and/or removal of existing structures.
  - b. Excavation within the spillway breach zone to establish a navigable channel during low-flow conditions. This work may include removal of soil and/or bedrock as necessary to achieve the specified channel.

1.02 SCOPE

- A. The scope of Work under this Section shall include all efforts to demolish the existing concrete spillway and apron and fish ladder at the Charles River Dam at South Natick.
- B. The scope of Work of this Section shall also include the lawful off-site disposal of all materials generated during demolition or dismantling operations, unless otherwise specified. All concrete, wood, metal, demolition debris, or miscellaneous existing debris shall be lawfully disposed of off-site.
- C. All demolition work shall be performed in coordination with the surface water control.
- D. The removal and disposal of all miscellaneous debris found at the job Site, including timber, trash, wood chips, mulch, and other materials, above and below grade shall be considered incidental to the other pay items in this or other Sections of the Work. Useable materials specifically requested to be salvaged by

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the Owner shall be relocated within the staging area or elsewhere on-site by the Contractor, as requested by the Owner. All other material becomes property of the Contractor and must be lawfully disposed of off-site.

### 1.03 EXISTING CONDITIONS

- A. The existing spillway consists of an arch-shaped concrete weir and apron with a fishway and low-level outlet structure adjacent to the right abutment. The low-level outlet structure and a portion of the left side of the spillway are to be retained.
- B. The existing low-level outlet structure consists of two concrete sluiceways with 4' by 6' steel slide gates. These gates are understood to be difficult to operate and have been maintained in the closed position for several decades.
- C. Stone masonry retaining walls are present both upstream and downstream of the dam.

**It is hereby noted that the Contractor shall take great care so as not to damage, disrupt or otherwise alter the existing stone masonry walls which are beyond the limits of the decommissioning work and are intended to remain in place. The Contractor shall be responsible for the repair of walls which are intended to remain in place in the event such walls are disturbed or damaged.**

### 1.04 SUBMITTALS

Submit to the Owner's Engineer for review and comment the following:

- A. Means and methods for demolition/dismantling, including but not limited to process for demolishing concrete spillway, apron, and fishway.
- B. Means and methods to provide a smooth surface of the existing spillway and apron to remain in place at the left side of the dam.
- C. Facility location and credentials for off-site disposal of material generated as part of this Work.

#### 1.05 DESIGN CRITERIA

- A. All excavations shall be performed in accordance with OSHA requirements. If support structures are used by the Contractor to support the sides of excavations the selection, design, and installation of the support system(s) shall be the responsibility of the Contractor.
- B. A smooth “cut” surface shall be provided for the portion of the spillway and apron to remain at the left side of the dam.

#### 1.06 PROJECT CONDITIONS

- A. Explosives: Blasting and use of explosives is not permitted.
- B. Burning: Burning on-site is not permitted.
- C. Protection: The Contractor shall prevent injury to persons and damage to abutting property. The Contractor shall further provide adequate shoring and bracing to prevent uncontrolled collapse and immediately repair damaged property to its condition prior to being damaged.
- D. The Contractor shall carefully examine all of the Contract Documents for requirements that affect the Work of this Section. Certain construction, systems, or equipment identified in the Contract Documents or by the Owner’s Consultant in the field shall remain in-place for future service and shall be protected.
- E. The Contractor shall remove and legally dispose of all clearing debris, demolition debris, and solid waste from the Site, which is not suitable for reuse as specified.

#### 1.07 RELATED WORK

- A. The following is a list of related work items that shall be performed or furnished under other Sections of these Specifications as indicated.
  - 1. Section 01565 – Temporary Dewatering and Water Control

### **PART 2 – PRODUCTS**

Not Used.

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## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. The Contractor shall determine means and methods for all dismantling, demolition, and excavation tasks specified as part of the Work, subject to the restrictions contained in this specification and subject to approval by the Owner’s Engineer.
- B. Take all necessary steps to prevent movement or settlement of adjacent masonry training walls and the outlet structure to remain.
- C. The Contractor shall coordinate the demolition of the primary spillway and appurtenant structures, including excavation of the low-flow channel, with the water control plan.
- D. The Contractor shall provide a smooth surface on the water side of the section of spillway and apron to remain. Acceptable methods may include predrilling and sawing.

## **PART 4 – MEASUREMENT AND PAYMENT**

### **4.01 MEASUREMENT FOR PAYMENT**

- A. No measurement for payment shall be made for demolition or dismantling of existing structures, stockpiling, reuse, or legal off-site disposal of debris. Demolition and Disposal of Existing Structures is a Lump Sum Quantity.

### **4.02 PAYMENT**

- A. Payment for the scope of work specified herein, including all labor, materials, equipment, and incidentals associated with demolition and disposal of existing structures shall be paid for at the applicable lump sum price stated for Item No. 6 (02060.01).

<u>Item No.</u>	<u>Payment Item</u>	<u>Unit</u>
No. 5 (02060.01)	Demolition and Disposal of Existing Structures	Lump Sum

**\*\*\*END OF SECTION\*\*\***

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**SECTION 02110  
CLEARING, GRUBBING, AND STRIPPING**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. The Contractor shall furnish all labor, material, tools, and equipment and perform all operations necessary to cut and clear trees and other vegetation (as needed), remove surficial vegetation debris, grub up primary roots, stumps, and surficial stones, clear the Site, and strip and stockpile topsoil prior to excavation work.
- B. The Contractor shall conduct work in a manner that preserves from injury or defacement of all vegetation and objects designated by the Owner and Engineer.

1.02 SCOPE OF WORK

The general scope of the Work of this Section includes all clearing, grubbing, and stripping to execute all work necessary to prepare all areas on the Site for further earthwork (excavation or embankment) or other construction. The Contractor shall clear, grub, and strip all areas where construction shall take place as shown on the Contract Drawings, as well as any other areas necessary for the Work of the Contract (with approval from the Engineer).

Trees and vegetation outside the area of disturbance shall NOT be cleared, grubbed, or otherwise disturbed. It is the intent of the Contract that no trees shall be removed for the purposes of providing site access, unless otherwise noted on the Plans. Limited pruning is acceptable and shall be performed by the Contractor, as needed, under the Work of this Section and at no additional cost to the Owner.

1.03 REQUIREMENTS

- A. All Work shall comply with all codes, rules, regulations, laws, and ordinances of the local municipality, the Commonwealth of Massachusetts, and all other authorities having jurisdiction within the Work area.
- B. All Work shall commence after respective sedimentation and erosion control measures are in place to the satisfaction of the Owner and its Resident Engineer in accordance with Section 01560 of these Specifications. The Contractor remains solely responsible for the suitability and adequacy of any of the sedimentation and control materials, methods, and procedures.

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- C. The Contractor shall not burn trees, brush, stumps, and other ignitable materials.
- D. The Contractor shall utilize the Temporary Staging Area shown on the Plans. If the Contractor intends to utilize other storage areas within the Site boundaries for collection or stockpiling of surficial debris, he/she shall obtain permission from the Owner prior to use. Stockpiles shall only be in areas approved by the Owner.
- E. Any clearing beyond the boundary limits shall not be permitted without express permission from the Owner. Conservation Commission approval is required if within a WPA resource area.
- F. The Contractor shall make all arrangements necessary for the disposal of cleared timber, plant material, surficial debris, and other material collected during site clearing. Debris materials shall be stockpiled at an approved on-site location and lawfully disposed of off-site.

#### 1.04 RELATED SECTIONS

- A. Section 01560 – Temporary Erosion and Sedimentation Controls
- B. Section 02200 – Earthwork
- C. Section 02900 – Loaming, Seeding, and Revegetation

#### 1.05 SUBMITTALS

At least ten days prior to the Work of this Section, submit to the Owner for review and comment a plan showing the boundaries of all areas to be cleared and grubbed, and showing the locations of proposed stockpiles. Indicate on the plan and MARK IN THE FIELD all trees of greater than 3-inch breast-height diameter that are proposed for removal. Indicate in the submittal the sediment and erosion control measures which will be implemented on and around the stockpiles. Indicate means and methods of clearing and grubbing and of accessing areas to be cleared and grubbed. Indicate stockpile areas and means of placement which will minimize rehandling and prevent the spread of invasive species. Indicate sequencing, if any. Indicate off-site disposal locations, along with any required permits which the Contractor or disposal facility is required to obtain.

## **PART 2 - PRODUCTS**

Not Used.

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## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. The Contractor shall confirm with the Engineer those areas to be cleared and grubbed and the location for the stockpiles for materials.
- B. The Contractor shall coordinate with the Owner to identify trees which will be cleared from the Site. These trees shall be prominently marked. Areas of trees NOT to be removed shall be clearly delineated and protected.
- C. The Contractor shall locate, identify, and protect sensitive areas (especially wetland areas, protected trees, forest areas, and any utilities) from damage during Work.
- D. The Contractor shall protect benchmarks and survey control points from damage or displacement.

### **3.02 CLEARING, GRUBBING, AND STRIPPING**

- A. The Contractor shall clear, cut, or otherwise remove all identified trees and vegetation from the indicated areas. Trees and vegetation outside the indicated areas shall be protected.
- B. The Contractor shall remove surficial debris, vegetation, stumps, roots, and obstructions which will affect excavation on the Site. This shall include grubbing of all stumps and major subsurface root systems where roots exceed a quarter of an inch in diameter.
- C. The Contractor shall place all surficial debris and unsuitable material into on-site stockpiles for off-site disposal at an approved disposal location by the Contractor. Transportation and disposal will be performed at the Contractor's convenience after approval of the material for disposal and location of disposal.
- D. No burning shall be allowed. The Contractor may chip cleared trees and stumps to create wood chip mulch. This material shall be transported off-site for lawful disposal unless directed for on-site reuse by the Resident Engineer. The Owner may have use for some portion of the material and shall be allowed to remove quantities not used on-site by the Contractor. The remaining material shall be lawfully disposed of off-site. This work shall be considered incidental and the cost shall be included in the price bid for this item.

- E. No additional payment will be made for moving of stockpiles or rehandling of material. The stockpiles shall be sited, placed, and graded in such a way as to minimize rehandling necessary.

**PART 4 - MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT FOR PAYMENT

- A. No measurement for payment shall be made for Clearing, Grubbing, and Stripping. This pay item shall be a lump sum quantity.

4.02 PAYMENT

- A. Payment for the scope of the work specified herein, including all labor, materials, equipment and incidentals and mobilization/demobilization costs for Clearing, Grubbing, and Stripping shall be paid for at the applicable lump sum price for Item No. 6 (02110.01).

<u>Item No.</u>	<u>Payment Item</u>	<u>Unit</u>
No. 6 (02110.01)	Clearing, Grubbing, and Stripping	Lump Sum

**\* \* \* END OF SECTION \* \* \***

**02110-4**

**SECTION 04550**  
**POST-CONSTRUCTION SEDIMENT MONITORING AND MITIGATION**

**PART 1 - GENERAL**

1.01 DESCRIPTION

- A. It is noted that natural stream channel formation is expected and intended for the area within the former impoundment of the Charles River Dam at South Natick as a result of this Project. Sediment transport is anticipated to occur as an initial large pulse of sediment release as the dam is removed. The release of sediment will slow overtime with temporary increases in response to higher flow events. It is the intent of the Contract that sediment transported as the result of the Work of the Project shall be allowed to flow downstream following the completion of the dam breaching process. The sediment will be monitored at three downstream locations both during and post-construction. The three downstream locations for monitoring are:
- a. Location #1: Each of the 4 arch openings of Pleasant Street Bridge;
  - b. Location #2: Along the right river bank near Hunnewell Park; and
  - c. Location #3: Along the left river bank at residential properties along Water Street at the first bend in the Charles River.
- B. The Contractor shall employ appropriate measures to prevent upland sediments from washing into the River. Temporary erosion and sedimentation controls will be employed as described in other Sections to protect the resource areas from upland erosion and sedimentation.
- C. The Contractor shall furnish all labor, materials, and equipment and shall perform all work required to monitor and remove, if necessary, excess sediment accumulation in the downstream channel during of the work during this Contract including the post-construction monitoring period, as specified herein and as directed by the Town, the Owner, or its Engineer.
- D. The Work shall also include all work necessary to continually clean and maintain and promptly repair/replace all erosion, sedimentation, and siltation measures as needed to sustain their intended function and operability.
- E. It is the intent of this Section that the Contractor shall be responsible for the use of all Best Management Practices (BMPs), both structural and operational, to reduce, to the greatest extent possible, the erosion and transport of soil and sediment from the upland areas to the resource areas. The Contractor shall be responsible for implementing, monitoring, maintaining, and repairing all measures which are both prudent under good construction practices and required under local, state, and

**04550-1**

federal regulations and law. The Contractor shall also be responsible for all monitoring, maintenance, and repair of all BMPs utilized. In the event of the failure of sediment and erosion control BMPs, the Contractor shall be responsible, at no additional cost to the Town, for all work necessary to mitigate and correct the situation, including, but not limited to, the removal of transported sediment. The work of this Section shall include sediment and erosion control in and around all disturbed areas, including staging and laydown areas.

## 1.02 SCOPE OF WORK

The Scope of the Work of this Section shall include all work necessary to monitor and mitigate unacceptable sediment transport in the downstream section of river from the dam site to and including the Pleasant Street Bridge during the specified period as follows:

### A. Monitoring:

Monitoring shall occur as follows:

- a. During Active Construction: Daily and in advance of major rain events;
- b. Following Substantial Completion of the Breaching Work:
  - i. Once immediately after dam removal is complete;
  - ii. Once a week for first month;
  - iii. Monthly thereafter for the next five months;
  - iv. After any rainfall of more than 2 inches in 24 hours for six months following Substantial completion; and
  - v. Within 24 hours of specific request from Engineer, Town or MADEP.

### B. A minimum of 6 staff gages shall be installed at the following locations to assist in this effort:

- i. Location #1: Each of the 4 arch openings of Pleasant Street Bridge;
- ii. Location #2: Along the right river bank near Hunnewell Park; and
- iii. Location #3: Along the left river bank at residential properties along Water Street at the first bend in the Charles River.

### C. Mitigation Threshold:

Mitigation shall take the form of removal of sediment from the stream channel or from within/under stream crossing structures if:

**04550-2**

- a. Sediment accumulation is measured to exceed 8 inches greater than pre-construction condition.
  - b. Water flow is impeded such that normal flow patterns are substantially and detrimentally changed. This could include the formation of “falls” with vertical faces or shoals where flow becomes overly diffuse and shallow.
  - c. Water flow is impeded such that upstream water surface levels are raised in any amount during floods.
  - d. Scour develops that affects the structural integrity of a structure.
- D. Sediment Removal:  
Sediment shall be relocated into the river channel flow by excavation or flushing methods.
- E. Documentation:  
  
The Contractor shall prepare a monthly reports on Post-Construction monitoring, including photos. If sediment is removed, a separate report shall be prepared.

#### 1.03 SPECIAL CONDITIONS

- A. All work shall comply with all codes, rules, regulations, laws and ordinances and executed in conformance with any permits, licenses etc., as issued by the Town of Natick, Commonwealth of Massachusetts Department of Environmental Protection (MADEP), the United States Environmental Protection Agency (US EPA) and all other authorities having jurisdiction within the project areas. All work necessary to make site preparation comply with such requirements shall be provided without additional cost to the Owner.
- B. It is expected that the Contractor shall work closely with the Engineer and the Town in the implementation of this Work.

#### 1.04 RELATED WORK SPECIFIED ELSEWHERE

- A. Field Engineering and Monitoring – Section 01050.
- B. Regulatory Requirements - Section 01060.
- C. Temporary Sediment and Erosion Control – Section 01560.
- D. Temporary Dewatering and Water Control - Section 01565.

## 1.05 PROTECTION OF WATER RESOURCES

- A. The Contractor shall employ Best Management Practices (BMP's) throughout the conduct of the Work of this Section and ensure that impact on the stream and surrounding wetlands is minimized.
- B. The general sediment control performance standard is outlined in the Massachusetts Wetlands Protection Act Regulations and the Town of Natick Wetlands Bylaws. The Contractor shall insure that the Work is in compliance with the applicable standards as mandated by the Wetlands Protection Act, Wetlands Ordinance, Orders of Conditions, and related permits issued for the project.
- C. Resource area protection standards and measures specified in other Sections shall apply to the Work of this Section.

## 1.06 SUBMITTALS

The Contractor shall submit to the Engineer and applicable agencies for review and approval no less than five (5) days prior to proceeding with the work of this Section, the following:

- A. A general plan for establishing baseline conditions in the downstream channel, including sediment depths and staff gage locations. This plan must be submitted **PRIOR TO START OF ALL CONTRACT WORK.**
- B. A pre-construction (**PRIOR TO START OF ALL CONTRACT WORK**) stream channel documentation report, including photos of all portions of the channel and all stream crossing structures and sediment depths at known and repeatable locations.
- C. A schedule for post-construction stream channel monitoring.
- D. A plan for removal of sediment from the stream channel, should such action be required.
- E. Documentation of sediment monitoring.

## **PART 2 - PRODUCTS**

### 2.01 MATERIALS

Materials required for completion of the work in this Section shall be of adequate quality and construction such that intended performance is satisfied. When needed, materials shall meet the requirements put forth in other Sections of the Technical Specification. Where specific requirements are not provided, materials shall meet MassDOT specifications.

**04550-4**

## **PART 3 - EXECUTION**

### **3.01 FLOOD FLOWS**

- A. The Contractor is advised that flows and water levels in the stream may vary substantially due to climatic and seasonal conditions and they shall be responsible for controlling and handling ground and/or surface water regardless of the volume of water and regardless of whether this flow is due to flood waters from storms.

### **3.02 PRE-CONSTRUCTION DOCUMENTATION**

- A. Prior to the start of any Work on the Project, the Contractor shall submit a pre-construction documentation report which shall photo document the downstream channel from dam to about 51 Water Street and provide a baseline of sediment elevations/thicknesses at the monitoring locations that can be repeated as part of future monitoring programs. This report shall be submitted to the Engineer and the Town, and when accepted shall become the baseline data for assessing future changes/impacts.

### **3.03 INSPECTION AND MAINTENANCE**

- A. During active dam removal, the Contractor shall inspect the stream channel between the dam and Pleasant Street and at the monitoring locations on a daily basis. The Contractor should be prepared to remove accumulated sediment at any location in this reach.
- B. Throughout the entire duration of the Contract during periods when actual on-site work is being conducted, the Contractor shall perform weekly inspections of upland erosion and sediment control installations. Additional inspections shall be required immediately after each rain event exceeding one-quarter (0.25 inch). This Work shall be part of Temporary Sediment and Erosion Control and is focused on erosion from disturbed upland areas.
- C. During the first month after Substantial Completion of the breaching of the dam, the Contractor shall inspect the downstream channel once per week.
- D. During the next five months, the Contractor shall inspect the downstream channel once per month.
- E. During the full six month period after substantial completion, the Contractor shall inspect the downstream channel after any rainfall of more than 2 inches in 24 hours.
- F. The Contractor shall, at no additional cost to the Owner, conduct an inspection within 24 hours of a specific request from the Engineer, Town, or MADEP.

**04550-5**

- G. During each inspection, the Contractor shall photo-document condition in the stream and take and record sediment elevation/thickness measurements at the staff gages and elsewhere as needed. Submit inspection reports to engineer within five days of inspection.

3.03 SEDIMENT REMOVAL

- A. Sediment shall be relocated into the river channel flow by excavation or flushing methods.

**PART 4 – MEASUREMENT AND PAYMENT**

4.01 MEASUREMENT FOR PAYMENT

- A. No measurement shall be made for the work associated with the Post-Construction Sediment Monitoring and Mitigation. All work within the specified monitoring period, regardless of number of monitoring events or quantity of sediment managed, shall be considered part of the lump sum quantity.

4.02 PAYMENT

- A. Payment for the scope of the work specified herein, including all labor, materials, equipment, and incidentals and mobilization/demobilization costs for Post-Construction Sediment Monitoring and Mitigation shall be paid for at the applicable Unit price for Item No. 7 (04550.01).

<u>Item No.</u>	<u>Payment Item</u>	<u>Unit</u>
No. 7 (04550.01)	Post-Construction Sediment Monitoring and Mitigation	Lump Sum

**\* \* \* END OF SECTION\* \* \***

**04550-6**

**CONTRACT DRAWINGS**

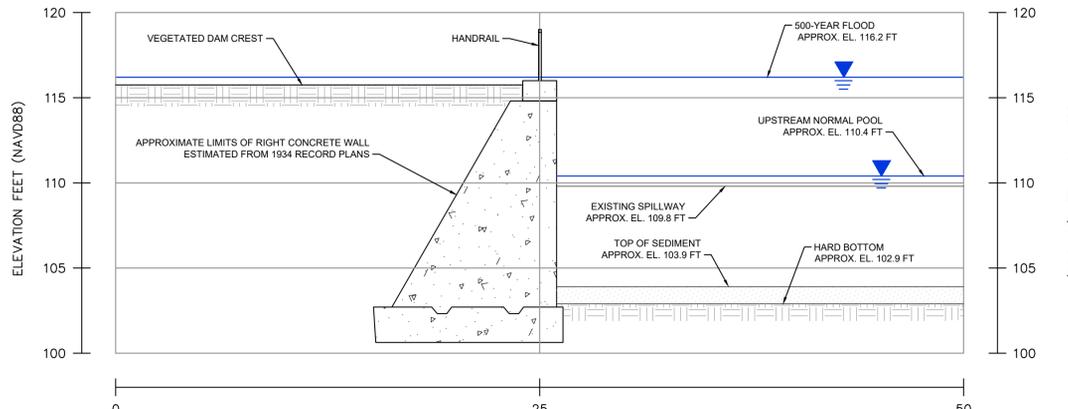
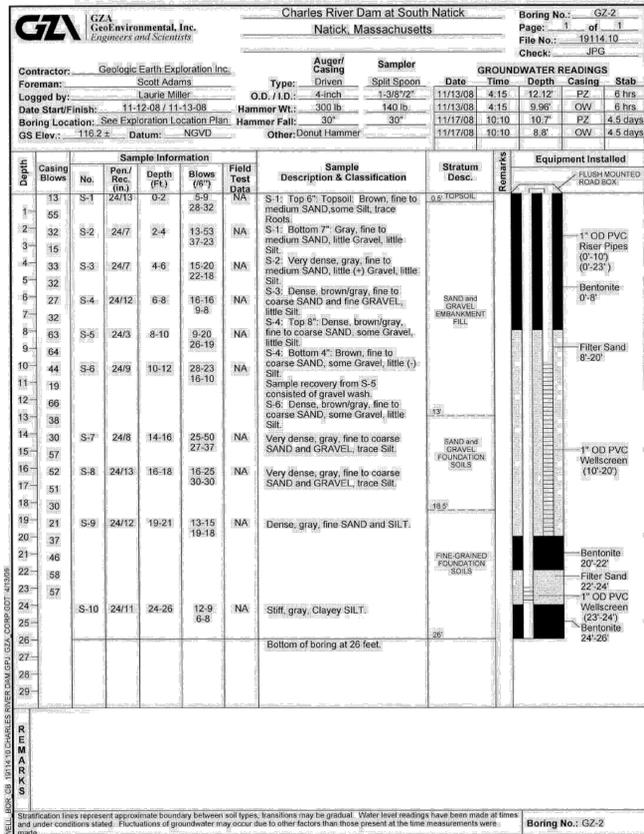
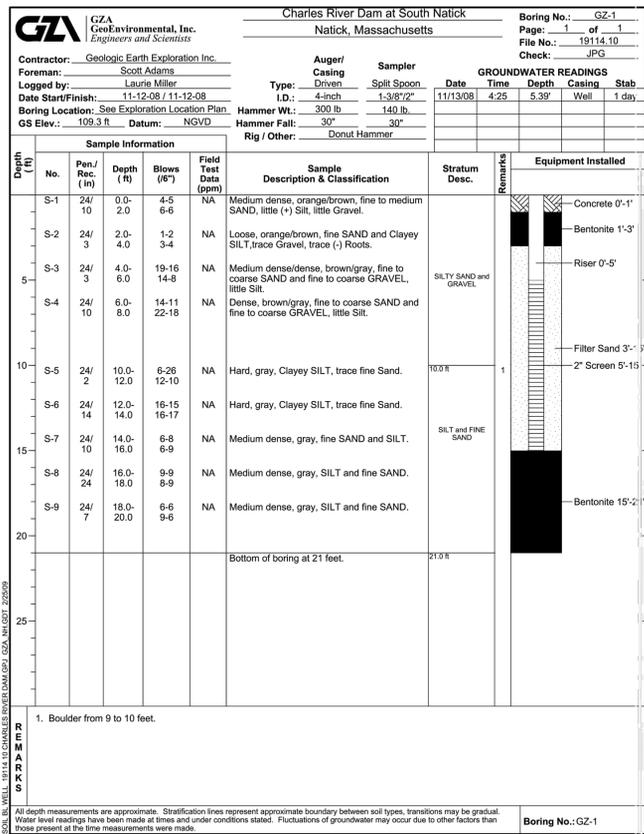




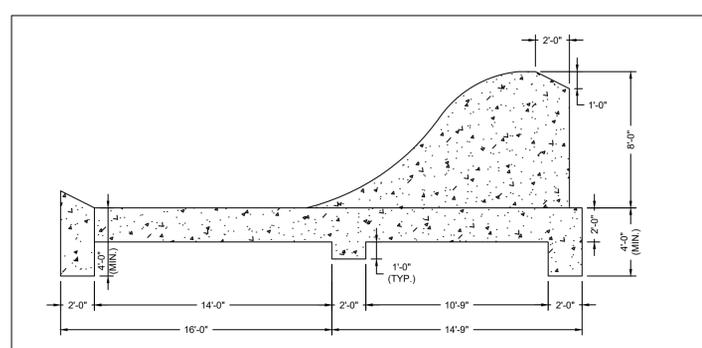




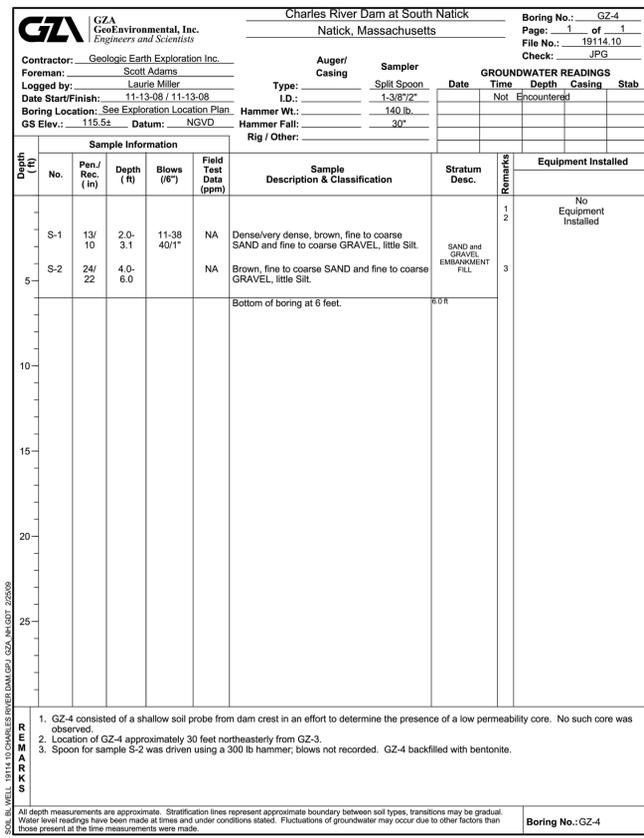
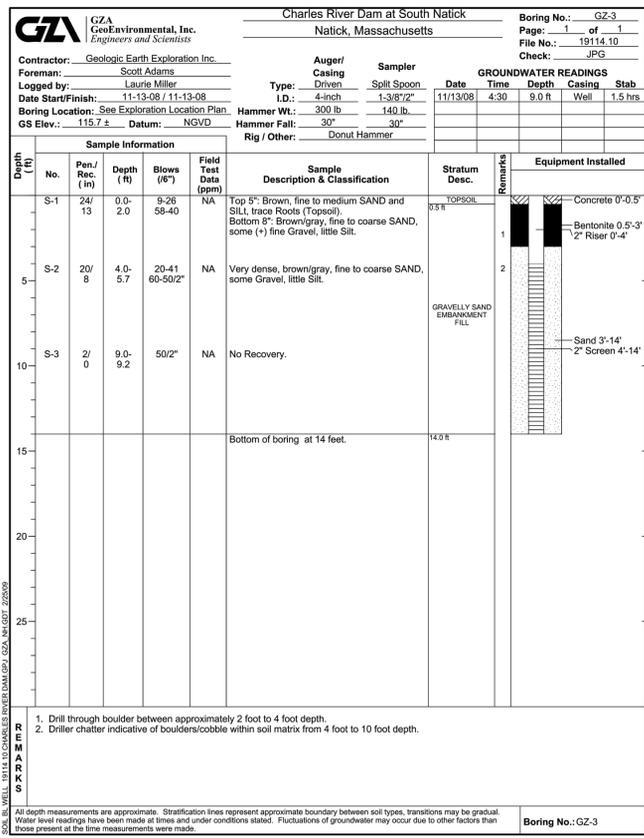




1 EXISTING CONDITION RIGHT SPILLWAY ABUTMENT  
 SCALE IN FEET



2 CONCRETE SPILLWAY CROSS SECTION  
 SCALE IN FEET



NOTES:

- SOME FEATURES ESTIMATED FROM RECORD DRAWINGS ENTITLED "THE CONSTRUCTION OF THE CHARLES RIVER DAM AT SOUTH NATICK, GENERAL PLANS AND DETAILS" DATED APRIL 1934, BY FAY SPOFFORD & THORNDIKE.
- PLEASE REFER TO DRAWING SHEET G-4 FOR LOCATIONS OF BORINGS GZ-1, GZ-2, GZ-3, AND GZ-4 PERFORMED BY GEOLOGIC EARTH EXPLORATION INC. BETWEEN NOVEMBER 12, 2008 AND NOVEMBER 13, 2008 AND LOGGED BY GZA GEOENVIRONMENTAL, INC.
- SUB-SURFACE DATA PROVIDED HEREIN IS PRESENTED FOR INFORMATION ONLY. NEITHER THE OWNER NOR THE ENGINEER MAKES ANY ASSURANCES AS TO THE ACCURACY OF THE INFORMATION DEPICTED OR REFERENCED ON THE LOGS. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN ASSUMPTIONS, INTERPRETATIONS, AND CONCLUSIONS.

**BID DRAWINGS**

APPROVED: [Signature]

1	BID DRAWINGS	JTB	1/6/2026
NO.	ISSUE/DESCRIPTION	BY	DATE

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**CHARLES RIVER DAM AT SOUTH NATICK  
 DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT  
 NATICK, MASSACHUSETTS**

**SECTIONS AND DETAILS**

PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR: TOWN OF NATICK 13 E. CENTRAL STREET NATICK, MA 01760
PROJ MGR: DJS DESIGNED BY: DJS	CHECKED BY: ARD SCALE: AS NOTED
REVIEWED BY: JPG DRAWN BY: JTB	FIGURE G-6
DATE: SEPTEMBER, 2025	REVISION NO. 1

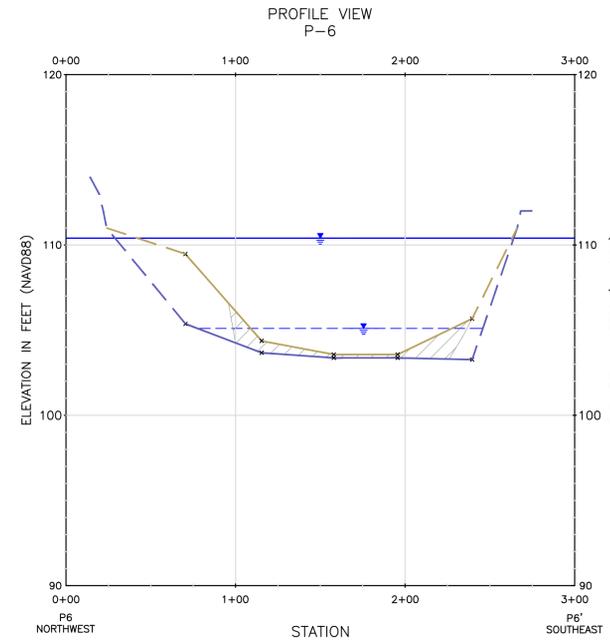
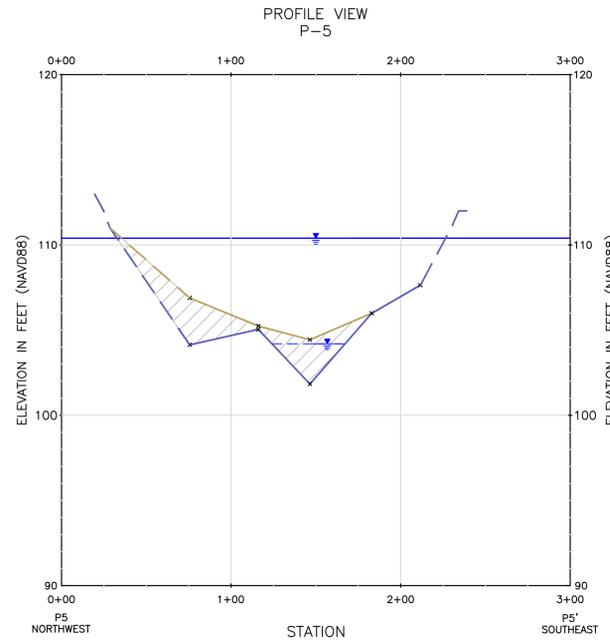
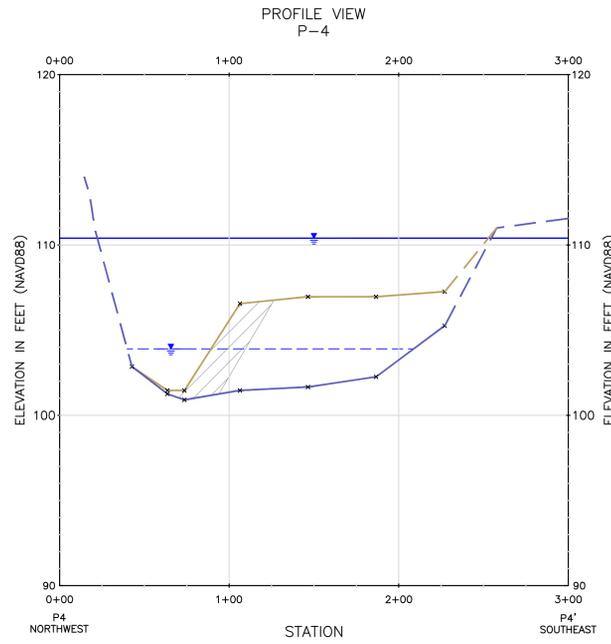
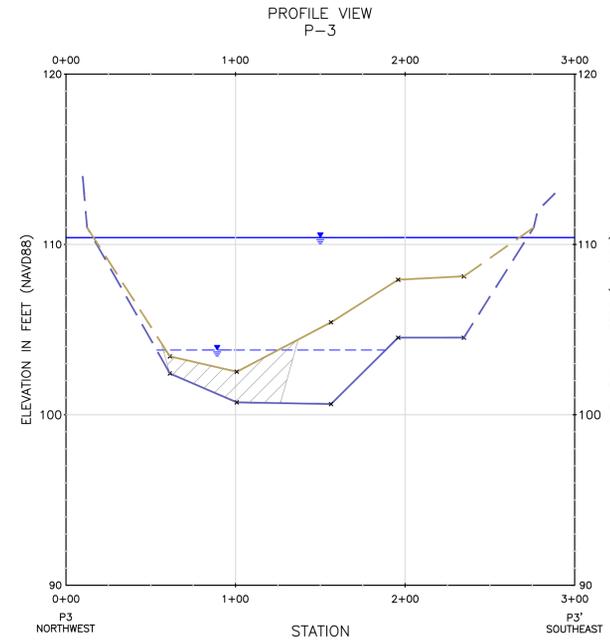
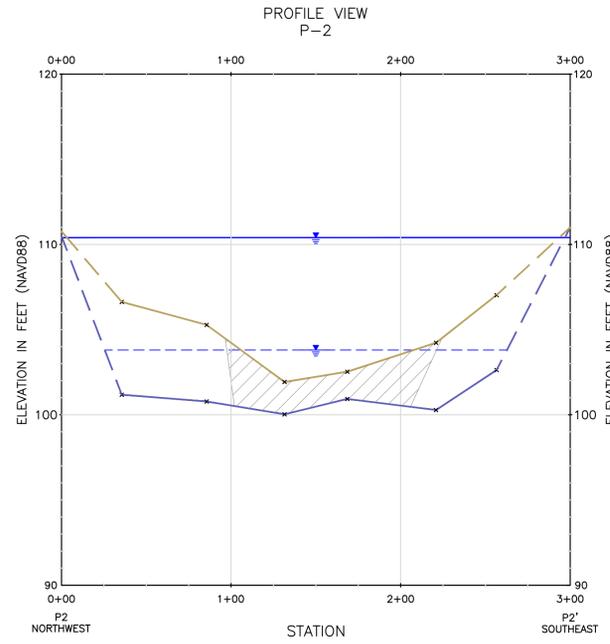
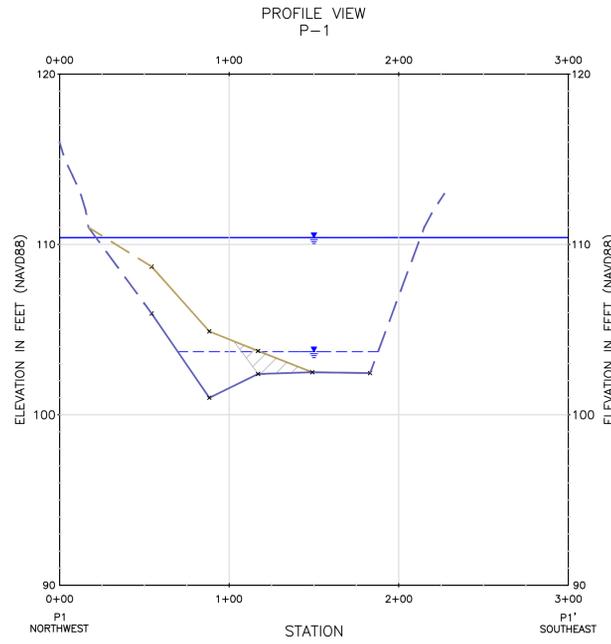
19114.85  
 SHEET NO. 6 OF 18





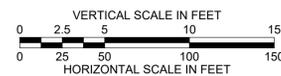






LEGEND

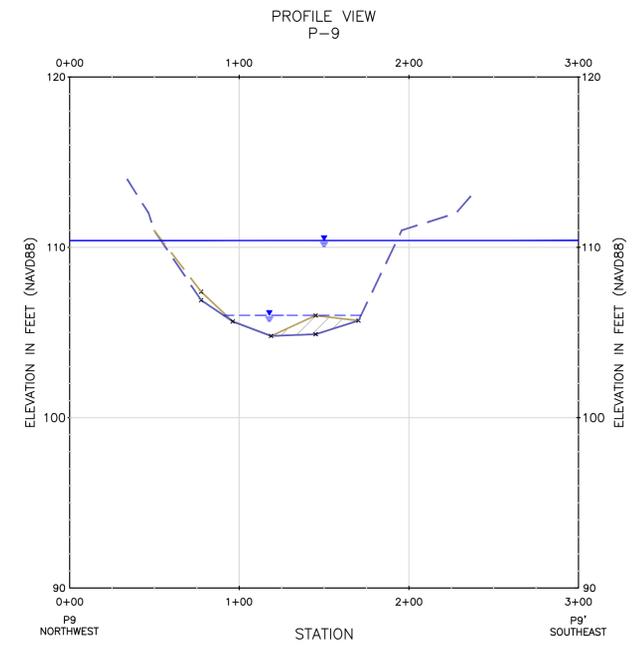
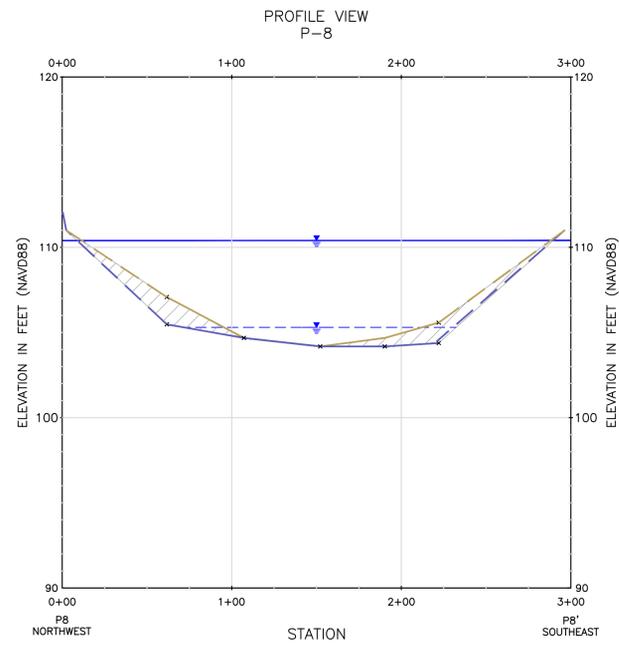
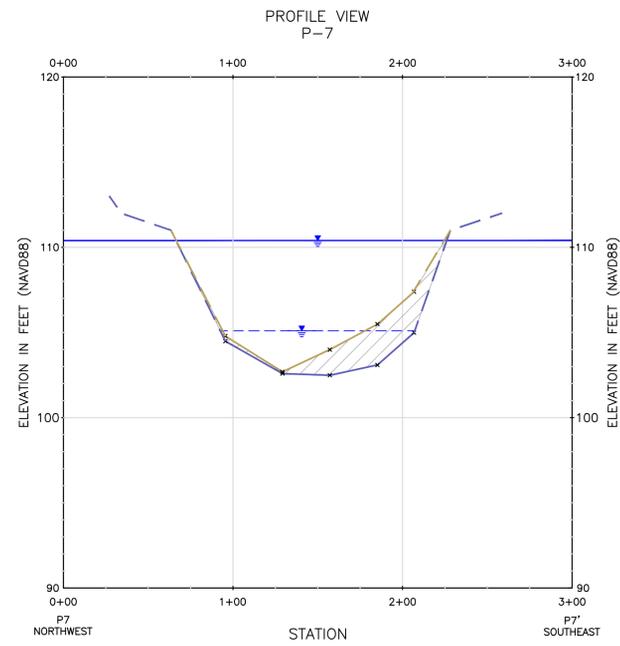
- SOFT BOTTOM / TOP OF SEDIMENT
- HARD BOTTOM
- APPROXIMATE NORMAL POOL WATER ELEVATION PRE-BREACH
- APPROXIMATE WATER ELEVATION POST-BREACH
- ANTICIPATED SEDIMENT TRANSPORTED DOWNSTREAM



1		BID DRAWINGS	JTB	1/6/2026
NO.	ISSUE/DESCRIPTION		BY	DATE
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<b>CHARLES RIVER DAM AT SOUTH NATICK DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT NATICK, MASSACHUSETTS</b>				
<b>BATHYMETRIC PROFILES (P1 - P6)</b>				
<small>PREPARED BY:</small> <b>GZA</b> GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		<small>PREPARED FOR:</small> <b>TOWN OF NATICK</b> 13 E. CENTRAL STREET NATICK, MA 01760		
<small>PROJ MGR:</small> DJS <small>DESIGNED BY:</small> DJS <small>DATE:</small> SEPTEMBER, 2025	<small>REVIEWED BY:</small> JPG <small>DRAWN BY:</small> JTB <small>PROJECT NO.:</small> 19114.85	<small>CHECKED BY:</small> ARD <small>SCALE:</small> AS NOTED <small>REVISION NO.:</small> 1	<b>FIGURE</b> <b>G-11</b> <small>SHEET NO. 11 OF 18</small>	

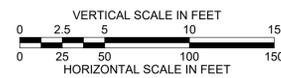
© 2016 - GZA GeoEnvironmental, Inc. GZA-VA-19-000-20-000\19114-85\05\Figures\GDA\19114-85-Charlotte\_River\_Dam\_Bat\_Sediment [P-1] January 06, 2026 - 10:45am John Buckley

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**LEGEND**

- SOFT BOTTOM / TOP OF SEDIMENT
- HARD BOTTOM
- APPROXIMATE NORMAL POOL WATER ELEVATION PRE-BREACH
- APPROXIMATE WATER ELEVATION POST-BREACH
- ANTICIPATED SEDIMENT TRANSPORTED DOWNSTREAM



**BID DRAWINGS**

APPROVED:

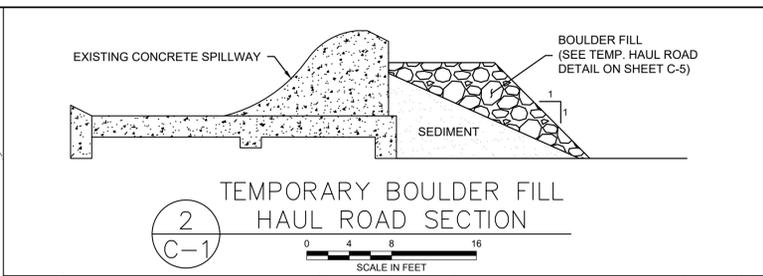
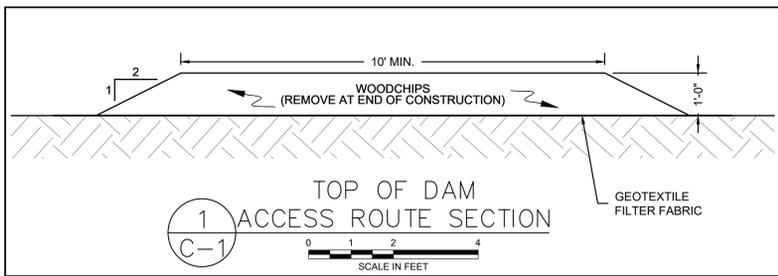
NO.	ISSUE/DESCRIPTION	BY	DATE
1	BID DRAWINGS	JTB	1/6/2026

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CHARLES RIVER DAM AT SOUTH NATICK  
DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT  
NATICK, MASSACHUSETTS

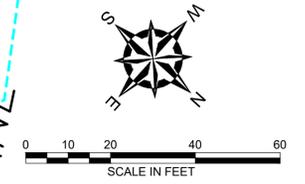
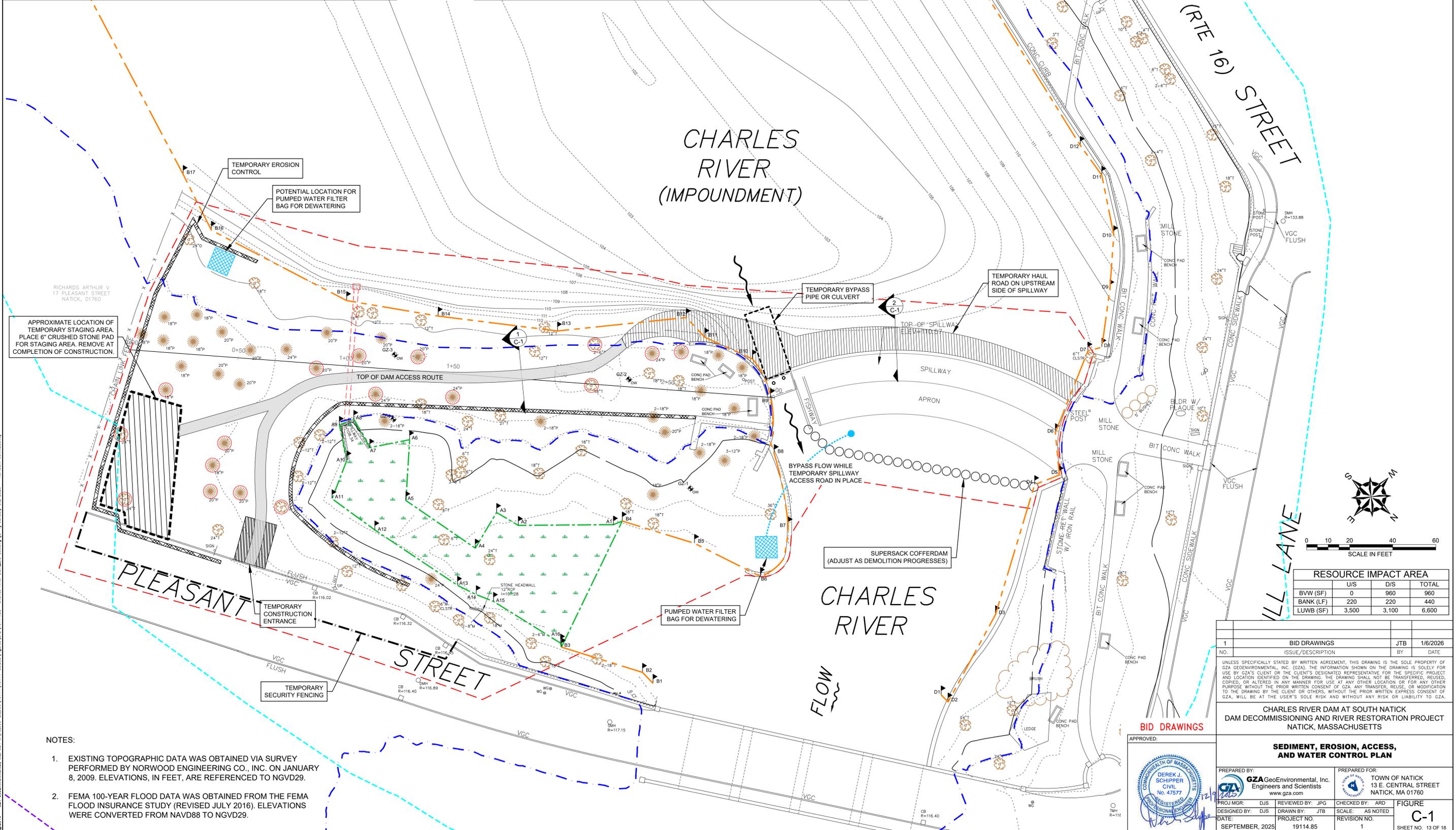
BATHYMETRIC PROFILES (P7 - P9)

PREPARED BY: <b>GZA</b> GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR: TOWN OF NATICK 13 E. CENTRAL STREET NATICK, MA 01760		
PROJ MGR: DJS	REVIEWED BY: JPG	CHECKED BY: ARD	FIGURE
DESIGNED BY: DJS	DRAWN BY: JTB	SCALE: AS NOTED	G-12
DATE: SEPTEMBER, 2025	PROJECT NO. 19114.85	REVISION NO. 1	



**LEGEND**

- EXISTING CONTOUR (NGVD29)
- WETLAND FLAG / BANK FLAG AND NUMBER
- TEST BORING, REFER TO LOGS ON SHEET G-6
- TREE PROTECTION (EXISTING TREE TO REMAIN)
- TOP OF DAM ACCESS ROUTE
- TEMPORARY EROSION CONTROL
- TEMPORARY SECURITY FENCING
- BORDERING VEGETATED WETLANDS (BVW)
- BANK/ ORDINARY HIGH WATER (OHW)
- 100-FOOT BORDERING VEGETATED WETLAND AND BANK BUFFER
- 200-FOOT RIVERFRONT AREA
- FEMA 100-YEAR FLOOD (BASE FLOOD ELEVATION) / BORDERING LAND SUBJECT TO FLOODING (NGVD29)
- LIMIT OF WORK
- 1934 DAM CONSTRUCTION LIMITS
- STAGING AREA



RESOURCE IMPACT AREA			
	U/S	D/S	TOTAL
BVW (SF)	0	960	960
BANK (LF)	220	220	440
LUWB (SF)	3,500	3,100	6,600

- NOTES:**
- EXISTING TOPOGRAPHIC DATA WAS OBTAINED VIA SURVEY PERFORMED BY NORWOOD ENGINEERING CO., INC. ON JANUARY 8, 2009. ELEVATIONS, IN FEET, ARE REFERENCED TO NGVD29.
  - FEMA 100-YEAR FLOOD DATA WAS OBTAINED FROM THE FEMA FLOOD INSURANCE STUDY (REVISED JULY 2016). ELEVATIONS WERE CONVERTED FROM NAVD88 TO NGVD29.

NO.	BID DRAWINGS	JTB	1/6/2026
1	BID DRAWINGS	JTB	1/6/2026

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**CHARLES RIVER DAM AT SOUTH NATICK  
DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT  
NATICK, MASSACHUSETTS**

**SEDIMENT, EROSION, ACCESS,  
AND WATER CONTROL PLAN**



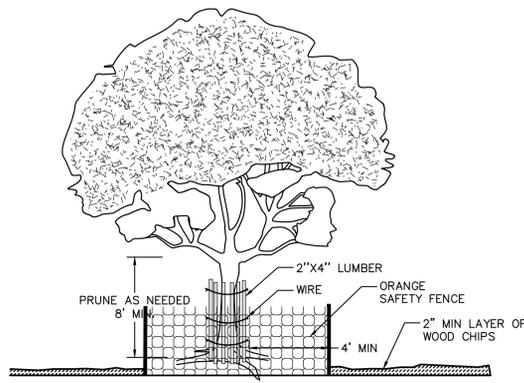
PREPARED BY: <b>GZA GeoEnvironmental, Inc.</b> Engineers and Scientists www.gza.com	PREPARED FOR: TOWN OF NATICK 13 E. CENTRAL STREET NATICK, MA 01760		
PROJ MGR: DJS	REVIEWED BY: JPG	CHECKED BY: ARD	FIGURE
DESIGNED BY: DJS	DRAWN BY: JTB	SCALE: AS NOTED	C-1
DATE: SEPTEMBER, 2025	PROJECT NO.: 19114.85	REVISION NO.: 1	

© 2016 - GZA GeoEnvironmental, Inc. GZA-19114-85-001-FIGURE C-1 (19114-85-001) - Charles River Dam, Bid, Sediment, Erosion, Access, and Water Control Plan [C-1] January 06, 2025 - 10:45am John.Buckley









NOTE:  
IN SITUATIONS WHERE A PROTECTED TREE REMAINS IN THE IMMEDIATE AREA OF INTENDED CONSTRUCTION AND THE TREE MAY BE IN DANGER OF BEING DAMAGED BY CONSTRUCTION EQUIPMENT OR OTHER ACTIVITY, THE CONTRACTOR OR SUBCONTRACTOR SHALL PROTECT THE TREE WITH 2"x4" LUMBER ENCLOSED WITH WIRE, OR OTHER MEANS THAT DO NOT DAMAGE THE TREE. THE INTENT IS TO PROTECT THE TRUNK OF THE TREE AGAINST INCIDENTAL CONTACT BY LARGE CONSTRUCTION EQUIPMENT.

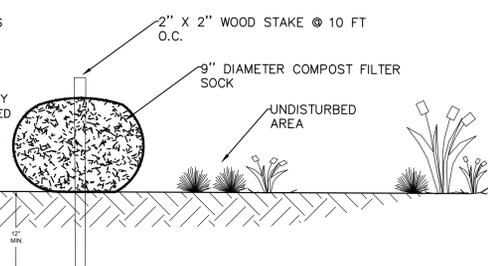
TREE PROTECTION DETAIL  
NOT TO SCALE

NOTES:

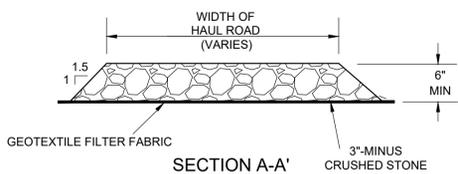
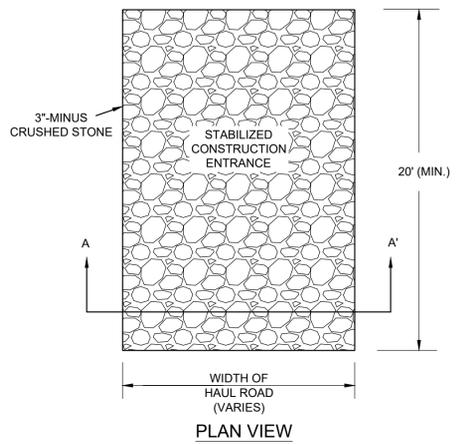
1. FILTER SOCK SHALL BE MADE OF 100% ORGANIC HESSIAN FABRIC (BURLAP) OR BIO-DEGRADABLE 5 MIL HDPE (NO LONGER THAN 6 MONTHS). REPLACEMENT NEEDED AFTER 6 MONTHS.
2. ORGANIC MATTER CONTENT SHALL BE BETWEEN 20 -100% (DRY WEIGHT BASIS) AS DETERMINED BY ASTM D2974 (METHOD A) STANDARD TEST METHODS FOR MOISTURE, ASH, AND ORGANIC MATTER OF PEAT AND OTHER ORGANIC SOILS.
3. MOISTURE CONTENT SHALL BE <150% BY DRY WEIGHT (<60% BY WET WEIGHT) AS MEASURED BY ASTM D2216 STANDARD TEST METHOD FOR LABORATORY DETERMINATION OF WATER CONTENT OF SOIL AND ROCK AND ASTM D2974 (CITED ABOVE).
4. PARTICLE SIZE IS MEASURED BY SIEVING SHALL BE AS FOLLOWS:  

SIEVE SIZE	% PASSING
75MM	100%
19MM	70-100%
#4	30- 75%
#20	20-40%

NO PARTICLE MAY BE LONGER THAN 150MM
5. SOLUBLE SALTS SHALL BE <5.0 MMHOS/CM (DS/M).
6. THE PH SHALL BE BETWEEN 5.5 AND 8.0.
7. FILTER SOCKS MUST BE PLACED PARALLEL TO CONTOUR WITH BOTH ENDS OF THE SOCK EXTENDED UPSLOPE AT A 45 DEGREE ANGLE TO THE REST OF THE SOCK TO PREVENT END-AROUNDS.
8. THE CONTRACTOR SHALL MAINTAIN THE FILTER SOCKS IN A FUNCTIONAL CONDITION AT ALL TIMES, INCLUDING INSPECTIONS AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
9. FOR REMOVAL, THE CONTRACTOR SHALL RAKE OUT SO THAT FILTER MATERIAL IS NO GREATER THAN 3" IN DEPTH ON SOIL SUBSTRATE.

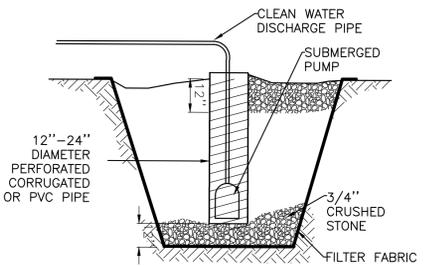


COMPOST FILTER SOCK DETAIL  
NOT TO SCALE



NOTE: REMOVE AT END OF PROJECT AND RESTORE AREA.

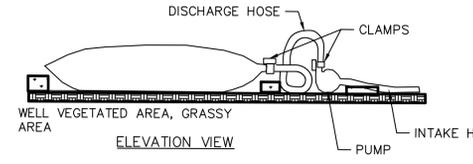
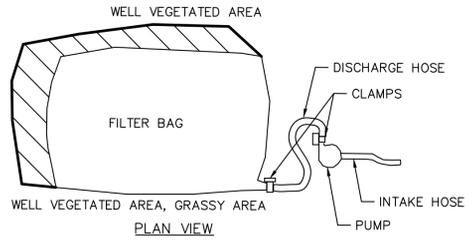
TEMPORARY CONSTRUCTION ENTRANCE DETAIL  
NOT TO SCALE



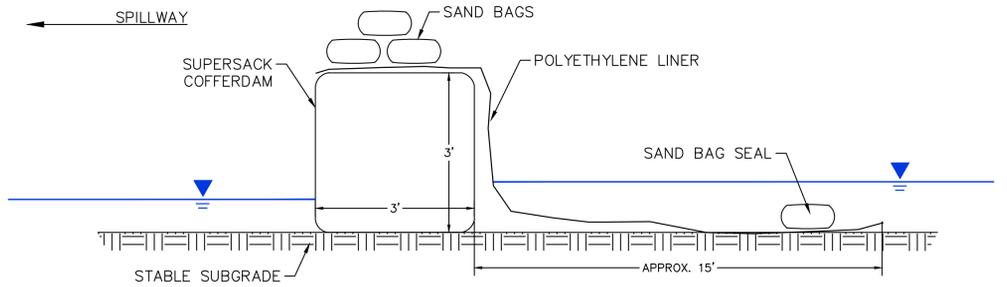
DEWATERING SUMP DETAIL  
NOT TO SCALE

PUMPED WATER FILTER BAG NOTES:

1. CONTRACTOR SHALL LOCATE FILTER BAG TO COMPLY WITH REQUIREMENTS BELOW. LOCATION IS SUBJECT TO APPROVAL BY THE ENGINEER.
2. FILTER BAGS SHALL BE USED TO FILTER WATER PUMPED FROM DISTURBED AREAS PRIOR TO DISCHARGING.
3. FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH, DOUBLE STITCHED "J" TYPE SEAMS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. CONTRACTOR SHALL PROVIDE A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY (FOR DISPOSAL PURPOSES).
4. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME 1/2 FULL.
5. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED.
6. BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE FLOW PATH SHALL BE PROVIDED. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%.
7. THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED.
8. THE PUMPING RATE SHALL BE NO GREATER THAN 100 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHOULD BE FLOATING AND SCREENED.
9. FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.



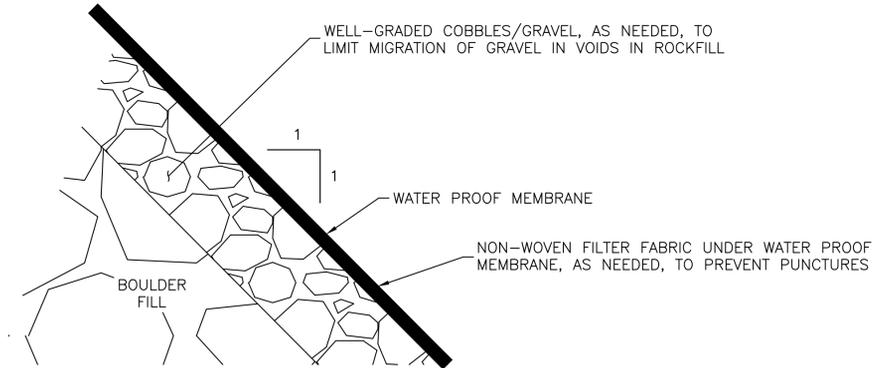
PUMPED WATER FILTER BAG DETAIL  
NOT TO SCALE



NOTES:

1. TOTAL HEIGHT OF TEMPORARY COFFERDAM CONTEMPLATED FOR THE WORK OF THIS PROJECT IS TO BE MINIMUM OF 3 FEET.
2. ALTERNATE MEANS OF WATER CONTROL MUST BE APPROVED AND ARE NOT GUARANTEED TO BE APPROVED.

SUPERSACK DETAIL  
NOT TO SCALE



TEMPORARY HAUL ROAD DETAIL  
NOT TO SCALE

NO.	BID DRAWINGS ISSUE/DESCRIPTION	JTB BY	1/6/2026 DATE
1			

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CHARLES RIVER DAM AT SOUTH NATICK  
DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT  
NATICK, MASSACHUSETTS

CONSTRUCTION DETAILS

BID DRAWINGS

APPROVED:

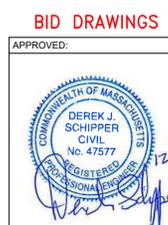
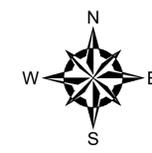
PREPARED BY: <b>GZA</b> GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR: TOWN OF NATICK 13 E. CENTRAL STREET NATICK, MA 01760
PROJ MGR: DJS DESIGNED BY: DJS DATE: SEPTEMBER, 2025	REVIEWED BY: JPG DRAWN BY: JTB PROJECT NO.: 19114.85
CHECKED BY: ARD SCALE: AS NOTED REVISION NO.: 1	FIGURE <b>C-5</b> SHEET NO. 17 OF 18



**NOTES:**

1. THE BACKGROUND IMAGE WAS OBTAINED FROM MICROSOFT BING SATELLITE, 2023.

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BID DRAWINGS		JTB	1/6/2026
NO.	ISSUE/DESCRIPTION	BY	DATE
1			

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**CHARLES RIVER DAM AT SOUTH NATICK  
DAM DECOMMISSIONING AND RIVER RESTORATION PROJECT  
NATICK, MASSACHUSETTS**

**SEDIMENT MONITORING LOCATION PLAN**

PREPARED BY: <b>GZA GeoEnvironmental, Inc.</b> Engineers and Scientists www.gza.com	PREPARED FOR: TOWN OF NATICK 13 E. CENTRAL STREET NATICK, MA 01760		
PROJ MGR: DJS	REVIEWED BY: JPG	CHECKED BY: ARD	FIGURE
DESIGNED BY: DJS	DRAWN BY: JTB	SCALE: AS NOTED	<b>C-6</b>
DATE: SEPTEMBER, 2025	PROJECT NO. 19114.85	REVISION NO. 1	

SHEET NO. 18 OF 18