

TOWN OF NORTHBOROUGH, MASSACHUSETTS

CONTRACT DOCUMENTS
FOR

Utility Bridge Repair and Replacement Project
Project No. IFB2026-0226



January 29, 2026

Town of Northborough

Northborough Town Hall
63 Main Street
Northborough, Massachusetts 01532

Prepared by:



TEC, Inc.
285 Merrimack Street, 2nd Floor
Lawrence, Massachusetts 01843

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UTILITY BRIDGE AND REPLACEMENT PROJECT
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SECTION 00100
INVITATION FOR BIDS

Contract Documents including bid forms may be obtained online after **10:00 AM on January 29, 2026** at:
<https://www.northboroughma.gov/bids>.

The **TOWN OF NORTHBOROUGH**, Massachusetts, acting through its Department of Public Works, invites sealed bids for the "**Utility Bridge Repair and Replacement**" project. Bids will be received at Department of Public Works Office, Town Hall, 63 Main Street, Northborough, MA 01532 until **2:00 PM local time on February 26, 2026**, at which time and place, said Bids will be publicly opened and read aloud. Bids received after that time of announced opening will not be accepted.

The scope of work under this Contract includes the rehabilitation and construction of utility bridge structures at Otis Street and School Street in the Town of Northborough. The rehabilitation project at Otis Street includes temporarily supporting an existing water main, removal of existing deteriorated steel beam and utility supports, and construction of a new steel beam to support the existing water line. The construction project at School Street proposes an independent utility support structure, consisting of cast-in-place concrete abutments, neoprene bearing pads, and steel beams and utility supports. New water main will be constructed on the new utility bridge, including the installation of guardrails, mill and overlay of the existing pavement within the project limits, and other incidental work included in the Contract Documents.

This project is being funded in whole or in part by Local Appropriation funds. To bid on this project, Contractors must be prequalified in accordance with 720 CMR 5.00, Prequalification of Contractors by MassDOT Highway Division in the category of **Bridge - Construction**, for the project with an estimated value of **\$497,685.00**.

A non-mandatory Pre-Bid meeting is scheduled for **Thursday, February 5, 2026 at 10:00 AM** at the Northborough Town Hall, 63 Main Street, Northborough, MA 01532.

A five percent (5%) bid deposit in the form of certified, treasurer's or cashier's check, drawn on a responsible bank or trust company and payable to the Town of Northborough; cash; or a bid bond from a surety company equal to 5% of the Total Bid is required.

One original shall be submitted. NO faxed or emailed proposals will be accepted. Bids are to be submitted in a **SEALED** envelope.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including M.G.L. c.30, §39M. Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract as determined by the Department of Labor and Industries under provisions of the Massachusetts General Laws Chapter 149, Section 26-27, inclusive.

No Bidder may withdraw bid within thirty (30) days after the actual date of the opening thereof. The successful Bidder must furnish 100 percent (100%) Performance and Labor and Materials Bonds.

Selection of the Contractor will be based upon Bidder qualifications, including evidence of past performance in similar projects, and bid price. The Contract will be awarded to the Bidder deemed by the Awarding Authority to be the lowest responsible and eligible Bidder. The Town reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

Town of Northborough, Massachusetts
Ms. Stephanie Bacon, Town Administrator

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SECTION 00200
INFORMATION FOR BIDDERS

Receipt and Opening of Bids

- 1.01 Location and Work to be Done
- 1.02 Contract Documents
- 1.03 Payments for Drawings and Documents
- 1.04 Questions Regarding Drawings and Documents
- 1.05 Pre-Bid Conference
- 1.06 Bidders to Investigate
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1.01 RECEIPT AND OPENING OF BIDS

- A. The Town of Northborough, Massachusetts, herein called the Owner, acting through its Department of Public Works invites sealed bids for **"Utility Bridge and Replacement"**, in accordance with the Contract Documents prepared by TEC, Inc. located at 285 Merrimack Street, 2nd Floor, Lawrence, Massachusetts 01843.

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B. Such Bids, submitted in sealed envelopes plainly marked in the upper left-hand corner with the Bidder's name and address, plainly marked in the lower left-hand corner with the date and time of opening, addressed to:

Department of Public Works Office
Town Hall
Attention: Mr. Scott Charpentier, Director of Public Works
63 Main Street
Northborough, Massachusetts 01532

Endorsed: Utility Bridge and Replacement Project

Delivered by: 2:00 P.M. local time on February 26, 2026

at which time and place, said Bids will be publicly opened and read aloud at the Northborough Town Hall.

C. The Owner may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all Bids. Conditional or qualified bids will not be accepted. Any bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

1.02 LOCATION AND WORK TO BE DONE

- A. The location, general characteristics, and principal details of the Work are indicated herein.
- B. Drawings showing details in accordance with which the Work is to be done will be furnished from time to time by the Engineer, if found necessary, and shall then become part of the Drawings.
- C. The Contractor shall furnish all labor, services, materials, equipment, plant machinery, apparatus, appliances, tools, supplies and all other things necessary to perform all work required for the completion of each item of the Work and as herein specified.
- D. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

1.03 CONTRACT DOCUMENTS

- A. The Contract Documents, INFORMATION FOR BIDDERS, SPECIFICATIONS, and forms for BID, AGREEMENT, BONDS and PLANS, may be obtained at the Town's website at <https://www.northboroughma.gov/bids>.

1.04 PAYMENT FOR DOCUMENTS

- A. Electronic copies can be downloaded at no cost.

1.05 QUESTIONS REGARDING DOCUMENTS

- A. In general, no answer will be given to prospective Bidders in reply to an oral question of the intent or

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meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the Specifications. Any information given to Bidders other than by means of the Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the Bidder only and is not guaranteed. The Bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the Bidder to assert any claim or demand against the Owner or the Engineer on account thereof.

- B. Every request for such interpretation should be in writing and submitted to Nelson Sosa, Senior Structural Engineer at TEC, Inc. via email to nsosa@theengineeringcorp.com. To be given consideration, all questions must be received by **February 12, 2026 at 12:00 PM**. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, when issued, will be e-mailed to all Plan Holders and posted on the Town's website at <https://www.northboroughma.gov/bids>. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, the Engineer will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.
- C. The Engineer will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each.
- D. The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

1.06 PRE-BID CONFERENCE

- A. A non-mandatory Pre-Bid meeting is scheduled for **Thursday, February 5, 2026 at 10:00 AM** at the Northborough Town Hall, 63 Main Street, Northborough, MA 01532.

1.07 BIDDERS TO INVESTIGATE

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

1.08 INFORMATION NOT GUARANTEED

- A. All information given in the 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.
- B. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated in the Contract Documents.
- C. It is agreed further and understood that no Bidder or Contractor shall use or be entitled to use any of

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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 of other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

1.09 CONDITIONS OF WORK

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

1.10 BLANK FORM FOR BID

- A. Each bid must be submitted on the prescribed form, accompanied by the Bid Security and any other requested information. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and numerical figures, and be signed by the Bidder with his business address and place of residence. Where both written words and numerical figures are given, the written words shall apply in the event of conflict. All bids shall be prepared in conformity with, and based upon and submitted subject to, all requirements of the Specifications and Drawings, together with all addenda thereto.

1.11 WITHDRAWAL OF BIDS

- A. Except as hereinafter in this subsection otherwise expressly provided, once his/her Bid is submitted and received by the Owner for consideration and comparison with other bids similarly submitted, the Bidder agrees that he/she may not and will not withdraw it within Ninety (90) consecutive calendar days after the actual date of the opening of Bids.
- B. Upon proper written request and identification, bids may be withdrawn only as follows:
 1. At any time prior to the designated time for the opening of bids.
 2. Provided the bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his bid.
- C. Unless a bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notifies a Bidder in writing that his/her bid is rejected or that the Owner does not intend to accept it, or returns his/her bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid.

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1.12 BID SECURITY

- A. Each bid must be accompanied by a certified check, treasurer's check or cashier's check issued by, a responsible bank or trust company and payable to the order of the Owner, or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the Bidder, as Principal, and by a surety company qualified to do business in the State of Massachusetts and satisfactory to the Owner, as Surety. The check or bid bond shall be in the sum of five (5) percent of the total bid and shall be enclosed in the sealed envelope containing the Bid.
- B. Each such check or bid bond may be held by the Owner as security for the fulfillment of the Bidder's agreements as hereinabove set forth and as set forth in the BID. Should the Bidder fail to fulfill such agreements, his bid check shall become the property of the Owner or if a bid bond was furnished, the bid bond shall become payable to the Owner, as liquidated damages; otherwise, the bid check shall be returned to the Bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall become null and void.
- C. Bid checks will be returned to all except the three lowest Bidders within five days, Sundays and legal holidays excluded, after the opening of Bids, and to the three lowest Bidders within five days, Sunday and legal holidays excluded, after the Owner and the accepted Bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted Bidder and the Owner within 90 consecutive calendar days after the opening of Bids, the bid check will be returned promptly upon demand of any Bidder who has not been notified of the acceptance of his Bid.
- D. Bid checks accompanying bids, which are rejected, will be returned within five days, Sundays and legal holidays excluded, after rejection.
- E. None of the three lowest bids shall be deemed rejected, notwithstanding acceptance of any bid, until the AGREEMENT has been executed by both the Owner and the accepted Bidder.

1.13 INTERESTED PARTIES TO CONTRACT

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

1.14 ABILITY AND EXPERIENCE OF BIDDER

- A. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him/her to prosecute and complete the Work successfully within the time named. The Engineer and the Owner may make such investigation as they deem necessary to determine the ability of the Bidder to perform the work; and the Bidder shall furnish to the Engineer and the Owner all such information and data for this purpose as the Engineer and the Owner may request.

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B. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein within the time stated. The Owner's decision or judgment on these matters shall be final, conclusive, and binding for all parties involved.

1.15 BIDS

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

1.16 COMPARISON OF BID

- A. Bids will be compared on the basis of the experience and competence of the Bidders and on the basis of the totals of the quantities listed in the proposal under the enumerated items at the unit prices or lump sums bid for these items. The Contract will be awarded to the lowest responsive, responsible and eligible Bidder as determined by the Owner and/or its authorized representatives or agents. However, the Owner may reject any and all bids if it is in the public interest to do so.
- B. The term, "Lowest responsive, responsible and eligible Bidder," shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the Work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- C. Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such items. The Owner reserves the right to reject, wholly, any bid on which an item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the Bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions for the Work are increased or decreased as provided in the Contract Documents.
- D. A Bidder shall state the proposed price for the work by which the bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the Contract, Specifications, and Drawings. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the lump-sum or unit prices written in words and numerical figures, the prices written in words shall govern. No bid will be accepted which does not contain a unit price or lump sum as indicated for each of the applicable items enumerated in the proposal form.

1.17 ITEMS AND INDETERMINATE ITEMS

- A. The Work to be done under this Contract has been divided into parts or items to enable each Bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual

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quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the BID.

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

1.18 REDUCTION IN SCOPE OF WORK

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

1.19 CONTRACT BONDS

- A. The Bidder whose Bid is accepted agrees to furnish the Contract Bonds in the forms which follow in Section 00600, titled CONTRACT BONDS, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Engineer, and duly executed and acknowledged by the said Bidder as Principal and by a surety company qualified to do business under the laws of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.
- B. Surety Companies executing the Contract Bonds must also appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts.

1.20 POWER OF ATTORNEY

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

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1.21 EXECUTION OF AGREEMENT

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

1.22 INSURANCE CERTIFICATES

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

1.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

1.24 LAWS AND REGULATIONS

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

1.25 WORK ON STATE, MUNICIPAL, AND PRIVATE PROPERTY

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

1.26 DATUM OR LEVELS (N/A)

1.27 STATE SALES AND USE TAX

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

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1.28 MANUFACTURER'S EXPERIENCE

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

1.29 PROTECTION OF LIVES AND HEALTH

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

1.30 NONDISCRIMINATION IN EMPLOYMENT

- A. Contracts for work under this bid (proposal) will obligate the Contractors and Subcontractors not to discriminate in employment practices.
- B. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading; demotions, or transfers; recruitment or recruitment advertising, layoffs, or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and education activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice to be provided setting forth the provisions of this non- discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf on the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each sub-contractor and upon sub-contracts for standard commercial supplies or raw materials.
- C. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Owner may require as consistent with Federal and State law. The Contractor agrees to comply with such rules, regulations, or guidelines as the State of Massachusetts may implement these requirements. The Contractor further warrants that he will comply with the President's Executive Order No. 11246 or any preceding similar Executive Order relating thereto.
- D. Bidders and Contractors must, if required, submit a compliance report (EPA Form 5720-4) concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- E. Successful Bidders and Contractors must, if required, submit a list of all Subcontractors who will

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perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools' practices or policies are in conformity with said Executive Order that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

- F. The successful Bidder will be required to comply with Equal Opportunity Requirements and to abide by the prevailing wage rates for Public Work Projects for all employees on the job. It is the responsibility of Bidders to inform themselves as to the local labor conditions, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of wage rates. Information is available at the Office of Labor and Workforce Development.
- G. The minimum combined MBE/WBE participation goal of 0% is applicable to this project.

1.31 SEQUENCE OF OPERATIONS

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

1.32 WETLANDS AND WATERWAYS

- A. The Contractor shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of requirements set forth by the Department of Environmental Protection regarding the wetlands and waterways encountered during construction.

1.33 BORINGS – SUBSURFACE DATA (N/A)

1.34 MATERIAL PRICE ADJUSTMENT

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

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1.35 MASSACHUSETTS WAGE RATES

A. Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. See the APPENDIX A for Prevailing Wage Rates.

END OF SECTION

TOWN OF NORTHBOROUGH
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SECTION 00300
BID FORM

Bid of _____ (hereinafter called "Bidder")*

() a corporation, organized and existing under the laws of the state of _____

() a partnership

() a joint venture

() an individual doing business as _____

To the Town of Northborough, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as Utility Bridge and Replacement, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents and the Plans and Specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to achieve substantial completion before September 18, 2026. The Bidder further agrees to pay liquidated damages the sum of five hundred (\$500.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the Contract.

*Specify corporation, partnership or individual as applicable.

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B) Bidder acknowledges receipt of and this bid includes the following Addenda:

No. Dated: _____

No. Dated: _____

No. Dated: _____

No. Dated: _____

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BASE BID

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
* 114.2	1	PARTIAL DEMOLITION OF UTILITY BRIDGE AT _____ PER LUMP SUM				
120.	15	EARTH EXCAVATION AT _____ PER CUBIC YARD				
156.	1	CRUSHED STONE AT _____ PER TON				
156.1	1	CRUSHED STONE FOR BRIDGE FOUNDATIONS AT _____ PER TON				
302.08	90	8 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET) AT _____ PER FOOT				
303.08	70	8 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT) AT _____ PER FOOT				
309.	175	DUCTILE IRON FITTINGS FOR WATER PIPE AT _____ PER POUND				
* 315.08	60	8 INCH WATER MAIN REMOVED AND STACKED AT _____ PER FOOT				
* 345.6	430	6 INCH TEMPORARY SERVICE PIPE AT _____ PER FOOT				

CARRIED FORWARD

BT-1

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BROUGHT FORWARD

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
* 371.08	1	8 INCH COUPLING AT _____ PER EACH				
373.08	80	8 INCH WATER PIPE INSULATION AT _____ PER FOOT				
* 375.08	2	8 INCH INSERTION VALVE AND BOX AT _____ PER EACH				
415.1	130	PAVEMENT STANDARD MILLING AT _____ PER SQUARE YARD				
450.23	6	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5) AT _____ PER TON				
451.	3	HMA FOR PATCHING AT _____ PER TON				
453.	80	HMA JOINT SEALANT AT _____ PER FOOT				
482.3	130	SAWCUTTING ASPHALT PAVEMENT AT _____ PER FOOT				
620.12	60	GUARDRAIL, TL-2 (SINGLE FACED) AT _____ PER FOOT				
627.1	2	TRAILING ANCHORAGE AT _____ PER EACH				

CARRIED FORWARD

TOWN OF NORTHBOROUGH
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BROUGHT FORWARD

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
627.82	2	GUARDRAIL TANGENT END TREATMENT, TL-2 AT _____ PER EACH				
691.	25	BALANCE STONE WALL REMOVED AND REBUILT AT _____ PER FOOT				
* 698.1	25	GEOTEXTILE FABRIC FOR STABILIZATION AT _____ PER SQUARE YARD				
748.	1	MOBILIZATION AT _____ PER LUMP SUM				
751.	3	LOAM BORROW AT _____ PER CUBIC YARD				
765.	20	SEEDING AT _____ PER SQUARE YARD				
* 767.121	300	SEDIMENT CONTROL BARRIER AT _____ PER FOOT				
852.	125	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AT _____ PER SQUARE FOOT				
859.	1800	REFLECTORIZED DRUM AT _____ PER DAY				
* 859.1	30	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING WARNING LIGHTS AT _____ PER DAY				

CARRIED FORWARD

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BROUGHT FORWARD

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
903.	2	3000 PSI, 1.5 INCH, 470 CEMENT CONCRETE AT _____ PER CUBIC YARD				
* 913.21	4	DRILLING AND ADHESIVE ANCHOR OF ANCHOR RODS AT _____ PER EACH				
921.1	2	NEOPRENE BEARING PAD AT _____ PER EACH				
* 960.1	2200	STRUCTURAL STEEL - COATED STEEL AT _____ PER POUND				
* 961.2	1	CLEAN (FULL REMOVAL) AND PAINT STRUCTURAL STEEL AT _____ PER LUMP SUM				
983.1	15	RIPRAP AT _____ PER TON				
* 992.31	1	TEMPORARY SUPPORTS FOR WATER PIPE AT _____ PER LUMP SUM				
* 995.01	1	BRIDGE STRUCTURE - SCHOOL STREET UTILITY BRIDGE AT _____ PER LUMP SUM				

CARRIED FORWARD

BASE BID TOTAL

BASE BID TOTAL - IN WRITTEN WORDS

**TOWN OF NORTHBOROUGH
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The above unit prices shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00600 CONTRACT BONDS, and as stipulated in the Contract.

STATEMENT OF BIDDERS QUALIFICATIONS:

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

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3. The Bidder is requested to state below what work of a similar character to that included in the proposed contract he/she has done, and give references that will enable the Owner to judge his/her experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
-----------------	--------------	-----------------	-----------------	----------------	---------------

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

TOWN OF NORTHBOROUGH
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Bank reference _____
(Name) _____

(Bank) _____

(Address) _____

(Telephone No.) _____

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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.

The undersigned Bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned Bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the Bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

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Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

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**CERTIFICATE OF AUTHORIZATION FOR
BIDDING REPRESENTATIVE**

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

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

(Name of Corporation) held on _____, (Date)

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

(Name of Authorized Representative) _____ (Title)

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

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

A true copy

ATTEST _____
(Clerk)

Place of Business _____

I hereby certify that I am the clerk of the _____, that
(Name of Corporation)

(Name of Authorized Representative) is the duly elected _____ of said company,
(Title)

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

Corporate Seal

(Clerk)

TOWN OF NORTHBOROUGH
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STATEMENT OF BIDDERS' QUALIFICATIONS

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

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. Official Mailing Address For This Contract _____
4. When Organized? _____
5. Where Incorporated, If a Corporation _____
6. Years Contracting under Present Name _____
7. Please list four similar projects that have been completed.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date
-------	----------	----------	-------------	-----------------	-----------------

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

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

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

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

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

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

Name _____

Address

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

Dated at _____ this _____ day of _____ 20_____.

(Name of Bidder)

By: _____

(Title)

State of _____

County of _____ being duly sworn in person, deposes and says
that he/she is _____ of _____,
(Title) (Name of Bidder)

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

Subscribed and sworn to before me this _____ day of _____ 20_____.

(SEAL)

(Notary Public)

(My Commission Expires)

TOWN OF NORTHBOROUGH
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LABOR HARMONY AND OSHA 10 CERTIFICATION

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

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

Name of Contractor/Business

Signature of Authorized Representative of Contractor/Business

Date

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CERTIFICATE OF NON-COLLUSION

Any person submitting a bid under this section shall, on such bid, certify the following: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business, or legal entity.

Name of Contractor/Business

Signature of Authorized Representative of Contractor/Business

Date

TAX COMPLIANCE CERTIFICATION

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

Name of Contractor/Business

Signature of Authorized Representative of Contractor/Business

Social Security or Federal Identification Number

Date

END OF SECTION

TOWN OF NORTHBOROUGH
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SECTION 00400
BID BOND

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

_____, as Principal, and _____
(Insert Name of Bidder)

_____, as Surety, are hereby held and
(Insert Name of Surety)

firmly bound and obligated unto the Town of Northborough, Massachusetts, as Owner, in the sum of

_____, Dollars (\$_____),

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Northborough, Massachusetts a certain Bid attached hereto and hereby made a part hereof, to enter into a Contract in writing, hereinafter referred to as the "AGREEMENT" and/or "CONTRACT", for "Utility Bridge and Replacement".

NOW THEREFORE,

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

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

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

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

_____ day of _____, 20 _____.

(SEAL) _____ L.S.
(Name of Principal)

BY: _____
(Signature)

(Title)

(Name of Surety) (Seal)

BY: _____
(Signature and Title)

BY: _____
(Attorney-In-Fact)

Sealed and delivered in the presence of:

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

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

END OF SECTION

TOWN OF NORTHBOROUGH
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SECTION 00500
CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 2026 between
_____, with a usual place of business at
_____, hereinafter called the
CONTRACTOR, and the Town of Northborough, acting by its Town Administrator, with a usual place of business
at 63 Main Street, Northborough, MA, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. CONTRACT PRICE

The CONTRACTOR shall furnish all labor, materials, equipment, and insurance to perform all work required
for the project referenced above and as outlined in the Scope of Services below and in accordance with the
“BID ITEMS” as provided in the bid dated February 26, 2026 for the total amount of \$_____.

2. SCOPE OF SERVICES

A. Description of Work

The CONTRACTOR shall furnish all labor, materials, supplies, machinery equipment, tools,
superintendence, labor, insurance, and other accessories and services necessary to complete the said
Project in accordance with the Contract Documents and all related conditions and prices stated in Section
00300 BID FORM, Section 00700 GENERAL CONDITIONS, and Section 00800 SUPPLEMENTARY
CONDITIONS, the Plans, which include all maps, plates, blue prints, and the Specifications and Contract
Documents as prepared by the Owner.

The proposed utility bridge project includes the rehabilitation and construction of utility bridge structures
at Otis Street and School Street in the Town of Northborough. The rehabilitation project at Otis Street
includes temporarily supporting an existing water main, removal of existing deteriorated steel beam and
utility supports, and construction of a new steel beam to support the existing water line. The construction
project at School Street proposes an independent utility support structure, consisting of cast-in-place
concrete abutments, neoprene bearing pads, and steel beams and utility supports. New water main will be
constructed on the new utility bridge, and the project also includes installation of guardrails and mill and
overlay of the existing pavement within the project limits included in the Contract Documents.

3. GENERAL CONDITIONS

A. Workmen

The Contractor shall supply at least one competent, faithful, skilled, and experienced foreman per crew to
perform and oversee the required work. At any time a Town Public Works Official (or their designee)
may notify the CONTRACTOR that an assigned foreman is apparently incompetent or unfaithful, such
operator shall be discharged promptly and shall not be employed again on the project.

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CONTRACTOR hereby certifies that they shall comply with all applicable Federal, State, and Local laws, regulations, and rules while engaged in the work including but not limited to safety standards as governed by OSHA and applicable to the work herein.

B. Supervision

The CONTRACTOR shall give personal supervision to the work and shall employ a competent Supervisor during the progress of the work. The CONTRACTOR shall employ a sufficient number of competent workers who are experienced thoroughly in this type of work.

The selected CONTRACTOR shall discharge or replace from service in Northborough any person who, in the opinion of the Awarding Authority, is incompetent, disorderly or otherwise unsatisfactory.

C. Work Standards

It is understood and agreed that only the highest possible standards of construction are acceptable and shall be maintained. The CONTRACTOR shall clean up all debris caused by their operations. No debris shall be allowed to accumulate. The CONTRACTOR shall be required to redo, at their own expense, any work not done according to the Contract Documents; any work in relation to which there shall be doubt or discrepancy unless performed in accordance with the adjustment thereof; any work done in violation of law or public authority; any work done in accordance with verbal instructions not confirmed in writing.

D. Setup

Prior to starting any work the CONTRACTOR shall provide adequate construction notification by installing proper signage a minimum of one (1) week prior to the start of any work. CONTRACTOR shall submit proposal for the sign size, type and placement for review and approval by the Engineer, and the Public Works Director or designee. Dig-safe shall be notified in advance by the CONTRACTOR.

E. Cleanup

Upon suspension or completion of the work, the CONTRACTOR shall remove all materials, equipment, and rubbish, and shall leave the premises of each project location in a neat and orderly condition. Such efforts shall include ensuring that all surrounding surfaces are clear of bed debris and/or mulch.

F. Utilities

The CONTRACTOR shall supply all necessary electrical and water services, in order to perform the work to be done. The Town of Northborough shall not be held responsible for supplying these services and will not allow any connections to the municipal water system.

G. Temporary Sanitary Facilities

The CONTRACTOR shall supply required temporary sanitary facilities (porta-potties) at a designated location approved by the Public Works Director or designee. These facilities shall be installed at least one (1) day in advance of the project start date and maintained (emptied and cleaned) at least weekly or by order of the Board of Health by the vendor. The facilities shall be removed from the site only after final completion of the project and as determined by the Public Works Director or designee. The Town of Northborough shall not be held responsible for supplying or payment or maintaining these services.

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H. Protection of Property

Any Town or private property damaged by the CONTRACTOR in carrying out the provisions of this Contract shall be restored to its original condition by and at the expense of the CONTRACTOR. The Awarding Authority shall hold the CONTRACTOR responsible for any Town or private property that is damaged, lost or stolen during the work. Smoking by employees is not allowed on any Town grounds.

I. Time of Work Performance

No work shall start before 7:00 AM Monday through Friday and all work shall be completed by 5:00 PM. No work shall be performed on weekends and/or holidays unless otherwise directed by the Public Works Department.

J. Accident, Fire, and Safety Prevention

The CONTRACTOR shall be responsible for carrying out the fire, accident and safety prevention policies. (Massachusetts State law prohibits smoking or any use of tobacco within town buildings or on town property).

K. Project Locations

Work shall be conducted at the following two project sites in Northborough, Massachusetts:

- i. School Street over Assabet River; and
- ii. Otis Street over Hop Brook

L. Equipment

All cleaning equipment must be capable of efficient, reliable operation. CONTRACTOR shall be expected to have and make available additional equipment on an as needed basis in order to properly complete the work.

Arrangement for storage of materials and equipment shall be made with the Director of Public Works prior to the commencement of any work or the delivery of any materials.

M. Traffic

Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety. Police Details will be coordinated through and paid-for by the OWNER.

The need for uniformed detail officers will be determined jointly by the Contractor and the Owner. Detail officers will be paid for by the Town. Contractor shall be responsible to notify the following organizations of the daily construction schedule including any road closures or detours:

- A. Northborough Police: (508) 393-1515
- B. Northborough Fire: (508) 393-1537
- C. School Departments: (508) 486-5115
- D. First Student Bus Company: (508) 870-0211
- E. Solid Waste Removal Company: EL Harvey (508) 504-8803 ext. 1

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4. TERM OF CONTRACT

This CONTRACT shall be effective as of the date first written.

The construction for this CONTRACT is expected to start on or before April 1, 2026 and be completed by **September 30, 2026**.

5. INSURANCE

The Contractor shall procure and maintain such insurance, until completion of the Contract against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Contractor or lessee, the Engineer, and any agents, representatives, Subcontractors or employees. Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Town of Northborough. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusions is required for all required coverages. Contractor's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- A. Commercial General Liability coverage: \$1,000,000 per occurrence and \$2,000,000 Aggregate Limit.
- B. Automobile Liability coverage including owned, hired or borrowed vehicles: \$1,000,000 Combined Single Limit.
- C. Worker's Compensation insurance as required by the General Laws of the Commonwealth of Massachusetts.
- D. Excess Liability in the minimum amount of \$1,000,000 in umbrella form over all other insurance required by this Agreement.
- E. Pollution Liability in the minimum amount of \$1,000,000 in umbrella form over all other insurance required by this Agreement.

The Town shall be included as an additional insured on each of the policies and policy endorsements. The Contractor shall name the Town and its officers, employees, and agents as additional insured with Contractor, whether liability is attributable to the Contractor or the Town.

All policies shall be so written that the Town will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Northborough, the Engineer, or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract.

6. GOVERNING LAW

All work shall be performed in accordance with the provisions of the Massachusetts General Laws, including all current amendments. Procurement for this Agreement is in accordance with M.G.L. c.30, §39M.

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7. EQUIPMENT AND MATERIALS

The Contractor shall furnish all equipment, appliances and materials, labor, and supervision, unless otherwise specified for performing all operations within this specification.

8. ENTIRE AGREEMENT

This Contract includes all documents incorporated herein by reference, which constitutes the entire integrated Agreement between the parties with respect to the matters described. This Agreement supersedes all prior Agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by written document executed by the parties hereto. Contractor shall furnish all equipment, appliances and materials, labor and supervision, unless otherwise specified for performing all operations within this specification.

9. CHANGE ORDERS

When, and if, conditions necessitate changes, additions or deletions be made to the Contract, the Awarding Authority will issue the necessary Change Order in writing describing such changes and indicate the amount of the change in the contract price, if any. No extension of time will be allowed for any such Change Order unless so stated therein. The Contractor shall refer to the "Extra Work" section in Section 00550, the Supplement to the Contract Agreement, Subsection 1.25 for additional details.

10. NON-DISCRIMINATION

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age or ancestry in connection with the performance of the services under Agreement. The Contractor further agrees that it will comply with all laws, local by-laws, rules and regulations of the Massachusetts Department of Labor and all other regulatory bodies having jurisdiction.

11. INDEMNIFICATION

The Contractor agrees to guarantee and indemnify the Owner and the Engineer against all damages or loss the Owner and/or Engineer may incur or sustain by or through the misconduct or negligence of any agent, servant or employee of the Contractor and/or Engineer during the performance of services required by this Contract. The Contractor further agrees to maintain adequate insurance to ensure compliance with the above provision. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Northborough, the Engineer, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his/her employees, agents, Subcontractors or material persons. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Northborough and the Engineer for damage to its property caused by the Contractor, his/her employees, agents, Subcontractors or material persons, including damages caused by his/her, it's or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Northborough's gross negligence or willful misconduct.

12. PAYMENTS

The Contractor shall submit Application for Payments to the Town of Northborough, supported by data substantiating the Contractor's right to payment as the Town may require, on a schedule determined at the beginning of the work, and not more frequently than bi-weekly.

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13. WARRANTIES

Prior to final payment under the contract, the Contractor shall provide the Town of Northborough all required warranties.

14. DISPUTES

Any Contract disputes shall be determined in accordance with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

15. TERMINATION OF CONTRACT

- A. Termination for Cause. If at any time during the term of this Contract the Municipality determines that the Company has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Municipality, or by not complying with the direction of the Municipality or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Municipality shall notify the Company in writing stating therein the nature of the alleged breach and directing the Company to cure such breach within ten (10) days. The Company specifically agrees that it shall indemnify and hold the Municipality and the Engineer harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Company fails to cure said breach within ten (10) days, the Municipality may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Company specifying the effective date of the termination. Upon receipt of said notice, the Company shall cease to incur additional expenses in connection with this Contract. Upon the date specified in said notice, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the Municipality may have against the Company up to the date of such termination, and the Company shall be liable to the Municipality and the Engineer for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Company shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Municipality.
- B. Termination for Convenience. The Municipality may terminate this Contract at any time for convenience by providing written notice to the Company specifying therein the termination date which shall not be sooner than thirty (30) days from the issuance of said notice. Upon receipt of such a notice, the Company shall cease to incur additional expenses in connection with this Contract. Upon such termination, the Company shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Municipality, such payment not to exceed the fair value of the services provided hereunder.
- C. In the event of termination, all finished deliverables and all deliverables in process and all other records, data files, computer records, worksheets, studies, documentation and materials, complete and incomplete, shall be delivered to the Municipality within fifteen (15) calendar days after such termination. The Company acknowledges that any failure or unreasonable delay on its part in the delivery or such materials to the Municipality will cause irreparable injury to the Municipality not adequately compensable in damages. The Company accordingly agrees that the Municipality may, in such event, seek and obtain injunctive relief as well as monetary damages.

The Company shall be entitled to receive just and equitable compensation for any work performed under this Agreement completed prior to the date of termination which is determined by the Municipality to be satisfactory.

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D. Notwithstanding the above, in the event of termination the Company shall not be relieved of liability by virtue of any breach of this Agreement by the Company and the Municipality may withhold any payments to the Company for the purpose of set-off until such time as the exact amount of damages due to the Municipality from the Company is determined.

16. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach under this Agreement for any failure to perform or delay in rendering performance due to causes beyond its reasonable control and without its fault and negligence. Such cause may include, but are not limited to, an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the entire program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Municipality shall thereafter have the right to terminate this Agreement, in accordance with the provisions of the Section entitled "Termination" without termination costs, penalties or other liability.

17. WORK SCHEDULE

Work shall take place Monday through Friday between the hours of 7:00 AM and 5:00 PM as best can be accommodated. Evening and weekend work is allowed with prior approval by the Town of Northborough.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the OWNER by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER:

Town of Northborough

63 Main Street

Northborough, MA 01532

By: _____

Name: _____

Title: _____

By: _____

Stephanie Bacon

Town Administrator

Approval as to availability of funds:

Town Accountant
Katie Holt

END OF SECTION

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SECTION 00550
SUPPLEMENT TO THE CONTRACT AGREEMENT

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

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

1.01 DEFINITIONS

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

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

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

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

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

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

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

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

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

CONTRACTOR - The person, firm or corporation with whom the Owner has entered into the Agreement.

CONTRACT BONDS - Bid, Performance, and Labor and Materials Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

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

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

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

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

DATUM OR LEVELS - The figures given in the Contract and Specifications or upon the Drawings after the word elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base of the State in which the Work is located and the United States Geodetic Survey (U.S.G.S.).

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

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

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

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

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

GENERAL REQUIREMENTS - Sections of Division 1 of the Specifications.

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

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

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

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

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

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

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

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

SPECIFICATIONS - The portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction

systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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

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

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

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

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

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

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1.02 THE CONTRACT DOCUMENTS

A. The Contract Documents, as defined above, are sometimes herein referred to as the "Contract".

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

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

1.03 OBLIGATIONS AND LIABILITY OF CONTRACTOR

1.03.1 The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor.

1.03.2 All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the

Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

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

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

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

1.03.6 The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by and

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right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

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

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

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

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

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

1.03.12 The Contractor shall promptly pay all federal, state and local taxes which may be assessed against

him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

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

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

1.03.13.2 To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

(ii) nothing in this subparagraph shall obligate the Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

1.04 AUTHORITY OF THE ENGINEER

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

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

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

1.05 SUPERVISION OF WORK

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

1.05.2 At all times, the Contractor shall have his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

1.05.3 Whenever the Contractor or his agent or superintendent is not present on any part of the Work

where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and shall be received and obeyed by the designated foreman or any other person in charge of the particular work involved.

1.06 INSURANCE

1.06.1 Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs (1) to (11), inclusive, below, and to the limits for this insurance specified in Section 00500. All insurance shall be obtained from companies satisfactory to the Owner and Engineer.

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

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

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

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

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

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

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

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

1.06.5.5 DELETED

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

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

1.06.5.8 DELETED.

1.06.5.9 DELETED

1.06.5.10 Excess/Umbrella Liability Coverage shall be provided in accordance with the minimum limits stated in Section 00500.

1.06.5.11 DELETED

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

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

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

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

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

1.07 PATENTS

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

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

PATENT INDEMNIFICATION

"In consideration for their purchase and use of the (Name of product and/or equipment) manufactured by (name of Manufacturer) and for other good and valuable consideration, (Name of Manufacturer) agrees to defend and hold harmless (Name of Contractor), Woodard & Curran, Inc., and the (Name of Owner), and their employees and agents, from and against any liability, loss, cost, expense or damage including reasonable attorneys' and accountants' fees incurred by these entities in defending or prosecuting any claim for such liability, loss, cost, expense or damage resulting or arising out of a claim that the use of the above mentioned product and/or equipment delivered hereunder directly infringes any United States Patent, provided that (Name of Manufacturer) is given authority, information, and assistance for the defense of such suit, and (Name of Manufacturer) shall pay all damages and costs assessed against the above named entities for the use of such produce and/or equipment provided, however, that this indemnification shall not apply to equipment of (Name of Contractor) design, and provided further that if the use of such product and/or equipment is enjoined in any suit, (Name of Manufacturer) shall at its own expense and its option either procure for (name of Contractor) the right to continue the normal use of such produce and/or equipment, replace said product and/or equipment, modify said equipment or refund the purchase price thereof; and provided further that (Name of Manufacturer) indemnity as to use shall not apply to infringement resulting from the use of the produce and/or equipment delivered hereunder in combination with other items where use of the product and/or equipment per se does not constitute infringement."

1.08 COMPLIANCE WITH LAWS

1.08.1 The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply

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with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

1.09 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

1.10 PERMITS

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

1.11 NOT TO SUBLET OR ASSIGN

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

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

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

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

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

1.12 DELAY BY OWNER

1.12.1 The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

1.13 TIME FOR COMPLETION

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

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

1.13.3 If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other cause or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Owner in writing, with a copy to the Engineer, of the cause and particulars of the delay. Upon receipt of such notification, the Owner shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of equipment

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provided that the Contractor placed his order and submitted shop drawings for such equipment promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.) The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

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

1.14 LIQUIDATED DAMAGES

1.14.1 In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum set forth in Table A at the end of this section for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

1.15 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

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

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

1.16 EMPLOY COMPETENT PERSONS

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

1.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

1.17.1 If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

1.18 INTOXICATING LIQUORS AND/OR DRUGS

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

1.19 ACCESS TO WORK

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

1.20 EXAMINATION OF WORK

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

1.20.2 Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in

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the absence of the Engineer or his inspector and without his written authorization, which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise borne by the Contractor.

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

1.21 DEFECTIVE WORK, ETC.

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

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

1.22 PROTECTION AGAINST WATER AND STORM

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

1.23 RIGHT TO MATERIALS

1.23.1 Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items

shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

1.24 CHANGES

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

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

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

1.25 EXTRA WORK

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

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

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

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

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

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

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

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

1.25.9 In the case of extra work done under (b) by a subcontractor the subcontractor shall compute, as above, his cost for the extra work, to which he may add 15 percent as in the case of the Contractor. The Contractor shall be allowed an additional 5 percent of the subcontractor's initial cost for the extra work prior to the

15 percent adjustment, to cover the costs of the Contractor's overhead use of capital, the premium on the Bonds as assessed upon the amount of this work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

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

1.26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

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

1.27 CHANGES NOT TO AFFECT BONDS

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

1.28 CLAIMS FOR DAMAGES

1.28.1 If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement of the details of

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the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner a copy of the statement, together with his recommendations for action by the Owner.

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

1.29 ABANDONMENT OF WORK OR OTHER DEFAULT

1.29.1 If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such

completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

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

1.30 PRICES FOR WORK

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

1.31 MONEY MAY BE RETAINED

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

1.32 FORMAL ACCEPTANCE

1.32.1 This Agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when

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accomplished by a writing specifically so stating and signed by the Owner.

1.33 PROGRESS ESTIMATES

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

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

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

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

1.33.4.1 Within fifteen (15) days (twenty-four (24) days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner will make periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in

writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Owner, less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39F and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within 75 days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of original contract price, or (b) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39 F, or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the Contractor has not paid subcontractors as provided in section 39 F. If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until payment delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on periodic estimate for final payment until 15 days (24 days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Owner if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest in accordance with the amount due each subcontractor.

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

1.33.4.3 Not later than the 65th day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the Owner as the estimated cost of

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completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

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

1.33.4.5 If, within 70 days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the 70th day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.

1.33.4.6 Within 15 days after receipt of the demand by the Owner, but in no event prior to the 17th day after substantial completion of the subcontract work, the

Owner shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (5). The Owner shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

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

1.33.4.8 All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (7) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.

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

1.33.4.10 If the subcontractor does not receive payment as provided in subparagraph (2) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions

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provided for in subparagraph (2), the subcontractor may demand direct payment by following the procedure in subparagraph (5) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (6), (7), (8), and (9).

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

1.34 PARTIAL ACCEPTANCE

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

1.34.2 Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Owner shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

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

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

1.35 FINAL ESTIMATE AND PAYMENT

1.35.1 As soon as practicable (but not more than seventy-five (75) days after final completion of the Work), the Engineer shall make a final estimate in

writing of the quantity of Work done under the Contract and the amount earned by the Contractor.

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

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

1.35.4 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor under or by virtue of this Agreement; and upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of, this Agreement, except claims which are specifically exempted by the Contractor to be set forth herein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to be the parties to this Agreement, any payment, including final payment under, this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this Agreement or applicable Performance and Labor and Materials Bonds.

1.36 LIENS

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

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enforce the same or incurred in connection therewith or by reason thereof.

1.37 CLAIMS

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

1.38 APPLICATION OF MONEYS RETAINED

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

1.39 NO WAIVER

1.39.1 Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

1.40 LIABILITY OF OWNER

1.40.1 No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any

agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of an agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

1.41 GUARANTEE

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

1.41.2 If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

1.42 RETURN OF DRAWINGS

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

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1.43 CLEANING UP

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

1.44 LEGAL ADDRESS OF CONTRACTOR

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

1.45 HEADINGS

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

1.46 MODIFICATION OR TERMINATION

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

1.47 DIRECT LABOR COST

1.47.1 Direct labor cost percentage for Change Orders shall be ten percent (10%). (Direct labor cost percent shall be established following Award and prior to execution of the Contract).

1.48 MASSACHUSETTS TAX LAWS

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

1.49 MINORITY BUSINESS

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

1.50 TERMINATION FOR CONVENIENCE

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

**1.51 EQUAL EMPLOYMENT OPPORTUNITY,
ANTIDISCRIMINATION AND AFFIRMATIVE
ACTION**

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

**1.52 UNLAWFUL CONDUCT AND
PARTICIPATION IN BOYCOTT**

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

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

State of _____)

County _____)

ON THIS _____ DAY OF _____, 20_____, BEFORE ME
PERSONALLY

came _____ to me known, who being me duly
sworn, did depose and say as follows:

That he/she resides at _____

and is the _____

of _____

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

Notary Public

(Seal)

My commission expires _____

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
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TABLE A

Agreement Subsection Reference	Item	Minimum Limits
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1.13.1 Time of Completion - Total Contract

All work of this Contract shall be completed by September 30, 2026.

1.14	Liquidated Damages for each consecutive calendar day of delay in completion time	\$500.00
1.33	Percentage of Progress Estimates to be Retained	5%

END OF SECTION

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SECTION 00600
CONTRACT BONDS
PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

_____,

as Principal, and _____, a corporation duly organized

under the Laws of the State (or Commonwealth) of _____,

and duly authorized to do business in the Commonwealth of Massachusetts, and having a usual place of business at

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

\$ _____

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

WHEREAS, the Principal, be means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____, has entered into a Contract with the said obligee for the **Utility Bridge and Replacement** project a copy of which Agreement is attached hereto and by references made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the said Principal shall be, and declared by the Owner to be, in default under the said Contract, the Owner having performed the Owner's obligations thereunder Surety, for value received, shall promptly remedy the default, or, at the option of the Owner, shall promptly.

(a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or

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

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

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

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UTILITY BRIDGE AND REPLACEMENT PROJECT
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IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
counterparts of this bond, this _____ day of _____,
in the year Two Thousand and _____.

ATTEST:

Principal

(Principal Secretary)

By _____

(Address-Zip Code)

(SEAL)

Witness as to Principal

(Address-Zip Code)

ATTEST:

Surety

By _____
(Attorney-in-Fact)

(Address-Zip Code)

(SEAL)

Witness as to Surety

(Address-Zip Code)

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NOTE:

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

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

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

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

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

Important

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

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

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UTILITY BRIDGE AND REPLACEMENT PROJECT
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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)

a _____
(Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Northborough, Massachusetts, hereinafter called "Owner", in the 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 and successors, 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____ for the construction described as follows:

Utility Bridge and Replacement, Project No. IFB2026-0226

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension 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 all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, 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 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 of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

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.

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

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

ATTEST:

Principal

(Principal Secretary)

By _____

(Address-Zip Code)

(SEAL)

Witness as to Principal

(Address-Zip Code)

ATTEST:

Surety

By _____
(Attorney-in-Fact)

(Address-Zip Code)

(SEAL)

Witness as to Surety

(Address-Zip Code)

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UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

NOTE:

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

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

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

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

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

Important

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

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

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UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

LABOR AND MATERIALS BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)
duly organized under the Laws of the State (or Commonwealth) of _____,
having a usual place of business at _____,

as Principal, and _____ a corporation duly organized
under the Laws of the State (or Commonwealth) of _____,
and duly authorized to do business in the Commonwealth of Massachusetts,
and having a usual place of business at _____, as
Surety, are holden and stand firmly bound and obligated unto the Town of Northborough, Massachusetts, as obligee,
in the sum of \$ _____
lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of
us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in
said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____,
has entered into a contract with the said obligee for the **Utility Bridge and Replacement** project, a copy of which
Agreement is attached hereto and by references made a part hereof.

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

- (a) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal
for labor, materials and/or equipment used or reasonably required for use in the performance of the said Work, labor
and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service
or rental or equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.
- (b) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant
as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date
on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished

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by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

(c) No suit or action shall be commenced hereunder by any claimant.

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

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

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

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

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

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

ATTEST:

Principal

(Principal Secretary)

By _____

(Address-Zip Code)

(SEAL)

Witness as to Principal

(Address-Zip Code)

ATTEST:

Surety

By _____

(Attorney-in-Fact)

(Address-Zip Code)

(SEAL)

Witness as to Surety

(Address-Zip Code)

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NOTE:

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

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

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

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

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

Important

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

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

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

State of _____

County of _____

On this _____ day of _____, 20_____, before

me personally came _____ to me known, who being by me duly
sworn, did depose and say as follows:

That he/she resides at _____

and is the _____

of _____

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

Notary Public (Seal)

My commission expires _____

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STATE TAX CERTIFICATE

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

Social Security Number *
Or Federal Identification Number *

Signature of Individual or
Corporate Name

by: _____
Corporate Office (if applicable)

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

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SECTION 00700
GENERAL CONDITIONS

- 1.01 General Provisions
- 1.02 Definitions
- 1.03 Materials and Equipment
 - A. General
 - B. Handling
 - C. Storage of Excavated Material
 - D. Inspection
 - E. Inspection Away from Site
 - F. Samples
 - G. Shop Testing
- 1.04 Contractor's Shop and Working Drawings
- 1.05 Occupying Private Land
- 1.06 Interference with and Protection of Streets
- 1.07 Safety
- 1.08 Existing Facilities
 - A. Dimensions of Existing Structures
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- 1.15 Patents
- 1.16 "Or Equal" Clause
- 1.17 Additional or Substitute Bonds
- 1.18 Separate Contracts
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- 1.20 Payments by Contractor
- 1.21 "Dig Safe" Law
- 1.22 Fire Prevention and Protection
- 1.23 Dust Control
- 1.24 Disposal of Debris
- 1.25 Night, Saturday, Sunday and Holiday Work
- 1.26 Length of Work Day
- 1.27 Hurricane Protection
- 1.28 Reduction in Scope of Work

1.01 GENERAL PROVISIONS

- A. The duties and obligations imposed by these General Conditions will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

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

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

1.02 DEFINITIONS

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

1.03 MATERIALS AND EQUIPMENT

A. General

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

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

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

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

B. Handling

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

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2. Provide suitable storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished under this Contract, until the final completion and acceptance of the Work.
3. Pay all storage and demurrage charges by transportation companies and vendors.

C. Storage of Excavated Material

1. Place excavated materials and equipment to be incorporated in the Work so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work.
2. Materials shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

D. Inspection

1. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer.
2. No material shall be processed or fabricated for the Work or delivered to the work site without prior concurrence of the Engineer.
3. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor.
4. Defective materials and equipment shall be removed immediately from the site of the Work.

E. Inspection away from Site

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

F. Samples

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

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

2. Furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the Owner shall make arrangements for, and pay for, the tests.
3. Pack samples so as to reach their destination in good condition, and label to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, notify the Engineer by letter that the samples have been shipped and properly describe the samples in the letter. Send letter of notification separate from the samples.
4. Submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences for failure to do so shall be the Contractor's sole responsibility.

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

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

G. Shop Testing

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

1.04 CONTRACTOR'S SHOP AND WORKING DRAWINGS

- A. Submit shop drawings to the Engineer for review and approval.
- B. All submittals will be identified as the Engineer may require and in the number of copies also as required by the Engineer.
- C. The data shown on the Shop Drawings will be complete regarding quantities, dimensions, specified performance and design criteria, materials and other

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data as particular to the Work that the Contractor proposes to provide.

1.05 OCCUPYING PRIVATE LAND

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

1.06 INTERFERENCE WITH AND PROTECTION OF STREETS

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

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

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

1.07 SAFETY

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

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

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

D. Designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

1.08 EXISTING FACILITIES

A. Dimensions of Existing Structures

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

B. Proposed Pipe Location

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

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

C. Interference with Existing Works

1. Conduct operations so as to interfere as little as possible with existing works. Develop a program, in cooperation with the Engineer and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the

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operation of the existing facilities for the shortest time when the demands on the facilities best permit such interference, even though it may be necessary to work outside of normal working hours to meet these requirements. Electrical connections should be coordinated with the Owner so as to minimize disruption of normal plant operations. Before starting work which will interfere with the operation of existing facilities, perform preparatory work and see that all tools, materials and equipment are made ready and at hand.

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

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

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

D. Existing Utilities or Connections

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

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

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

4. Comply with all requirements of utility organizations involved.

E. Failure to Repair

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

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

F. Disturbance of Bounds

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

1.09 WORK TO CONFORM

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

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

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1.10 PLANNING AND PROGRESS SCHEDULES

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

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

1.11 PRECAUTIONS DURING ADVERSE WEATHER

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

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

1.12 TEMPORARY HEAT

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

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

1.13 ELECTRICAL ENERGY

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

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

1.14 CERTIFICATES OF CONFORMANCE

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

1.15 PATENTS

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

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

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1.16 "OR EQUAL" CLAUSE

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

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

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

1.17 ADDITIONAL OR SUBSTITUTE BONDS

A. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties than upon the performance or payment bonds, the Contractor shall, within five (5) calendar days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may

be acceptable to the Owner. The Contractor shall pay the premiums on such bonds with no additional expense to the Owner. No further payments shall be deemed due nor will be made until the new Surety or Sureties shall have furnished such as acceptable bond to the Owner.

1.18 SEPARATE CONTRACTS

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

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

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

1.19 PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

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

1.20 PAYMENTS BY CONTRACTOR

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

1.21 " DIG SAFE" LAW

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

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

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

D. The attention of the Contractor is directed to the fact that certain utility companies may not fall under

the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to insure proper notification and protection of all existing utilities affected by this Contract.

1.22 FIRE PREVENTION AND PROTECTION

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

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

1.23 DUST CONTROL

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

1.24 DISPOSAL OF DEBRIS

A. The materials from the demolition, and those used in the construction of the Work throughout the project, shall be deposited in such a manner so as to not endanger persons or the Work, and so that free access may be had at any time to all hydrants, gates and existing equipment in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public travel and plant operations. All excavated materials not approved for backfill and fill, all surplus material,

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and all rock and boulders resulting from the excavations, shall be removed and satisfactorily disposed of off the site by the Contractor, at no additional expense to the Owner.

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

1.25 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

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

1.26 LENGTH OF WORKDAY

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

B. The Contractor's attention is also directed to the fact that should it be deemed necessary to perform various items of work during off-peak flow or traffic hours, early morning or late night hours, then he shall

notify the Engineer a minimum of 24 hours in advance as to his intentions and reasons for the change in work hours. The Contractor shall be responsible for properly contacting and informing all involved parties of such a change in work hours. The Contractor shall not be entitled to any additional compensation from the Owner for any expenses that may be incurred by change of working hours and/or scheduling.

1.27 HURRICANE PROTECTION

A. Should hurricane warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

1.28 REDUCTION IN SCOPE OF WORK

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

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

1.01 GENERAL

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

B. The duties and obligations imposed by these Supplementary Conditions will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

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

1.02 LIMITS OF NORMAL EXCAVATION

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

B. For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so

computed is less than 3.0 feet, a width of 3.0 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.5 feet below the bottom of the pipe in earth and 0.5 feet in rock, unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the cradle. The trench width for the cradle shall be assumed to be that specified above for pipes in the trench.

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

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

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

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

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

1.03 COVERING EXCAVATED TRENCH

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

1.04 MAINTAINING TRENCH EXCAVATIONS

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

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

expedient to backfill the trench immediately, construct and maintain suitable plank crossing and bridges to carry essential traffic in or to the street, driveway or property in question, as specified or directed.

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

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

1.05 DISRUPTION OF STORM DRAINS

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

1.06 PRECAUTION AGAINST HYDRAULIC UPLIFT DURING CONSTRUCTION

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

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1.07 BLASTING AND PRE-CONSTRUCTION BLASTING SURVEY

A. Blasting will not be permitted.

B. In rock excavation it is especially required that the blasting shall be conducted with all possible care in order to avoid injury to persons and property. The rock shall be well-covered and a sufficient warning shall be given to all persons in the vicinity of the work before blasting occurs.

C. The explosives used shall be of such power and placed in such quantities and positions that will not make the excavation unduly large nor shatter unnecessarily upon or against where the work is to be installed nor injure the work already in place. Where masonry is to be built against the rock, all loose or shattered rock shall be completely removed so the masonry can be built firmly in contact with the solid rock.

D. Explosives must be carefully transported, stored, handled and used as required by the local and State laws, and the necessary permits for such transportation, storage, handling, and use shall be obtained by the Contractor who shall show such permits to the Owner and Engineer before any blasting is allowed. Keep on the job only such quantity of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner and separately from all tools. Caps or detonators shall be stored separately and at a distance at least 100 feet from the explosives. Receptacles especially designed for use in the storage of explosives shall be used, and they shall be proofed against bullet, fire, or other conditions which might cause explosion of the contents. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premises.

E. Under any circumstances, the approval of the Owner and Engineer shall be first obtained before blasting is permitted. Where, in the opinion of the Owner, and/or Engineer, blasting is unsafe or dangerous to persons or existing structures and utilities, employ pneumatic tools, drilling and splitting mechanically or by hand or other means not requiring the use of explosives for the removal of rock, boulders or ledge; at no added expense to the Owner.

F. Before any explosives, such dynamite or detonator caps are stored or used at the site of work under this Contract, notify the Police and Fire Departments or other agencies having jurisdiction for instructions relative to the regulations for possession and use of explosives in the project area. Obtain and maintain all required permits or licenses for possession and use of explosives on the site of construction. In addition, the Contractor shall be responsible for:

- A person who shall be responsible for the explosive materials at all times.
- The keeping of records which shall show the date and time, the explosive materials and quantities used for construction, and the materials removed from the site after blasting is completed.
- The non-storage of explosive materials overnight on the site of construction under this Contract.
- The immediate reporting to the Police and Fire Departments or other agencies having jurisdiction of all unaccounted for explosive material.

G. All records relating to the possession and use of explosive materials under this contract shall be open to inspection by the Police Department, Fire Department, the Owner and Engineer, or other agencies having jurisdiction at any time.

H. The use of explosives on privately owned properties shall be subject to additional requirements of the above-mentioned property owner.

I. Cover all blasts with suitable blasting mats in such a manner as to prevent damage to landscape features, structures, facilities, or other

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surrounding objects, and in a manner that will prevent injury to persons.

J. The use of the maximum number of drill holes, together with the minimum number of explosives in each drill hole and using split-second delayed caps, is the preferred method of accomplishing the blasting operations in conjunction with the rock excavation.

K. Keep all blasting logs of all his blasting operations. The blasting logs shall include all pertinent information with respect to personnel, times, locations, description of charges, methods, details of blasting patterns, excavations and such other information as may be required. Furnish to the Engineer each day that blasting operations are performed, certified copies of the Contractor's blasting logs covering all of his blasting operations.

Note to specifier:

The following 2 paragraphs relate to the Contractor conducting a pre-blast survey. If the Contractor is not required to conduct a pre-blast survey, delete.

L. Prior to and during construction, the Contractor shall employ, at his own expense, the services of an approved, fully competent and qualified vibration consultant(s) and any other experts or Insurance Representatives deemed necessary by the Engineer and the Contractor's Insurance, to conduct comprehensive and detailed pre-construction and blast monitoring surveys of all properties (private and public alike) which in the opinion of the Engineer and/or the applicable insurance companies may be affected, whether directly or indirectly by any construction activities required under this Contract, including but not limited to blasting. Such areas of concern shall include but not be limited to existing utilities, private wells for potable water, properties, buildings, structures (surface and/or subsurface) and all other applicable areas throughout the Contract area. The Contractor must submit to the Engineer, for approval, prior to employment thereof, the name, professional experience and any other qualifications deemed necessary, of the

proposed vibration consultant(s) in triplicate to the Engineer for review and approval at least seven (7) calendar days prior to any construction and the resulting pre-construction report as specified above including but not limited to any and all photographs, notes, appraisals, findings, precautions and recommendations.

M. All blasting programs required under this Contract shall be subject to review by the Engineer prior to the commencement of blasting or at any time thereafter and shall be designed and controlled, with a reasonable margin of safety such that any blast vibrations or resulting debris does not cause damage of any nature to the surrounding areas. All blasting operations shall be in conformity with the reviewed program. Blast monitoring surveys conducted during construction shall be subject to review by the Engineer within seven (7) days after completion thereof.

1.08 LAND, EASEMENTS, AND RIGHTS-OF-WAY

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

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

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

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

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

1.09 CLEANING FINISHED WORK

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

END OF SECTION

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SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The scope of work under this Contract includes the rehabilitation and construction of utility bridge structures at Otis Street and School Street in the Town of Northborough. The rehabilitation project at Otis Street includes temporarily supporting an existing water main, removal of existing deteriorated steel beam and utility supports, and construction of a new steel beam to support the existing water line. The construction project at School Street proposes an independent utility support structure, consisting of cast-in-place concrete abutments, neoprene bearing pads, and steel beams and utility supports. New water main will be constructed on the new utility bridge, including the installation of guardrails, mill and overlay of the existing pavement within the project limits, and other incidental work included in the Contract Documents.
- B. All work is more particularly indicated, shown or described in these Contract Documents.

1.03 OWNER

Town of Northborough
63 Main Street
Northborough, MA 01532
Contact: Mr. Scott Charpentier, Director of Public Works

1.04 PROJECT LOCATION

Work shall be conducted at the following two project sites in Northborough, Massachusetts:

- A. School Street over Assabet River; and
- B. Otis Street over Hop Brook

1.05 ENGINEER

TEC, Inc.
282 Merrimack Street, 2nd Floor
Lawrence, Massachusetts 01843
Telephone: 978-392-7167
Email: mriccardi@theengineeringcorp.com

1.06 WORK SEQUENCE

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

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1.07 CONTRACTOR USE OF PREMISES

- A. The Contractor's use of premises shall be as defined in Section 00550 – Supplement to the Contract Agreement, for the performance of the Work.
- B. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of his subcontractor's.
- C. If directed by the Owner, the Contractor shall move any stored items that interfere with operations of the Owner.
- D. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.08 OWNER OCCUPANCY REQUIREMENTS

- A. The roadways within the project area must remain in full service at all times, throughout the duration of the project.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. The purpose of this section is to define the basis of measurement and payment for the unit price or lump sum items listed in SECTION 00300, BID PROPOSAL.
- B. Section 9.00 of the Commonwealth of Massachusetts Highway Department (MassDOT) Standard Specifications for Highways and Bridges dated 2025 is hereby included in their entirety.

1.02 PAYMENT ITEMS

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

1.03 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

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SECTION 01035
MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 1. Procedures for making modifications to the Contract by change orders or other means.
- B. Related Sections
 2. Document 00550 – Supplement to Agreement

1.02 CHANGE ORDERS

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

1.03 FIELD ORDERS

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

1.04 PRICE AGREEMENTS

- A. Prices agreed upon to cover the Change Orders may be either by mutual acceptance of a lump sum or by unit prices as stated in the Contract bid proposal or actual direct cost plus a percentage for overhead, profit and other expenses consistent with Section 00500 – Contract Agreement.
- B. Work done by a subcontractor entitles the General Contractor a percentage of the sum of the actual direct cost, not including the subcontractor’s overhead and profit, consistent with Section 00550 – Supplement to Agreement.
- C. Method for computing the cost of the change shall be based on the net additional increase. No overhead and profit shall be deducted from prices for changes deleting work.

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D. The Change Order form document shall indicate the net adjustment (+/-) to the total Contract price as a result thereof including extension or reduction of time when applicable.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REQUIREMENTS

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

1.03 QUALITY ASSURANCE

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01067
STATE OF MASSACHUSETTS AND LOCAL REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 EXCERPTS FROM MASSACHUSETTS STATUTES

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

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

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

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

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

Section 34A. "Every contract for the construction, alteration, maintenance, repair or demolition of or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer

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or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing receipt of the addressee requested, shall be a sufficient notice..."

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

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

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

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

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

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

(d) If, within seventy days after the subcontractor has substantially completed the subcontractor work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the

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

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

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

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

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

Section 39L. The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with the awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance,

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and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.

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

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

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

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

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

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

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(b) in their entirety...

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

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

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

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

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

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

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

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

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between

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the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

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

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

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

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

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

- (1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and
- (2) until the expiration of six years after final payment, the awarding authority, office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his/her subcontractors that directly pertain to, and involve transactions relating to, the contractor or his/her subcontractors, and
- (3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his/her description the date of the change and reasons therefore, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and
- (4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and
- (5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

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

- (1) transactions are executed in accordance with management's general and specific authorization;
- (2) transactions are recorded as necessary
 - i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - ii. To maintain accountability for assets.
- (3) access to assets is permitted only in accordance with management's general or specific authorization; and
- (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

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

- (1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
- (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

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

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

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

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1.03 MINIMUM WAGE RATES

A. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information of Minimum Wage Rates for those trades-people who may be employed for the proposed work under this contract. Minimum wage rates are included at the end of this section.

1.04 SAFETY AND HEALTH

A. This project is subject to the Safety and Health regulation of the U.S. Department of Labor set forth in 29 CFR Part 1926, Commonwealth of Massachusetts Regulations CMR 454, and to the Massachusetts (Department of Labor and Industries,) Division of (Industrial) Occupational Safety "Construction Industry Rules and Regulations for the Prevention of Accidents in Construction operations (Chapter 454 CMR 10.00 et. seq.)". Contractors shall be familiar with the requirements of these regulations.

END OF SECTION

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SECTION 01170
ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.01 SUMMARY

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

1.02 QUALITY ASSURANCE

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 PROTECTION OF LAND RESOURCES

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

3.02 PROTECTION OF WATER RESOURCES

- A. Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumen's, calcium chloride, acids or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers, streams and impounded water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through, or bodies of water adjacent to, the project area.
- B. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation basins or shall be graded to control erosion within acceptable limits. Temporary erosion

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and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations should be held to a minimum.

- C. Apply temporary mulch on denuded ground immediately after rough grading is completed. This shall apply to all areas not subject to appreciable traffic during construction, even those that are to receive some form of construction later if ground is to be exposed 30 days or more.
- D. Stream and drainage ditch crossings by fording with equipment shall be limited to control turbidity, and in areas of frequent crossings, temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the project. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.
- E. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.
- F. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waterways shall be disposed of by the Contractor in accordance with the applicable governing regulations. If any waste material is dumped in unauthorized area, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as specified hereinbefore, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

3.03 MAINTENANCE

- A. The Contractor shall dispose of all discarded debris and aggregate samples in a manner approved by the Engineer. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations. Services shall be accomplished to the satisfaction of the Engineer.
- B. The Contractor shall frequently remove materials no longer required on the site so that, at all times, the site, access routes to the site and any other areas disturbed by his operations shall present a neat, orderly, workmanlike appearance.

3.04 DUST CONTROL

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

3.05 NOISE CONTROL

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

3.06 LITTER CONTROL

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

3.07 PROHIBITED CONSTRUCTION PROCEDURES

- A. Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors, and floodplains is strictly prohibited. Any violation of this restriction by the Contractor or any person

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employed by him, will be brought to the immediate attention of the responsible regulatory agencies.

B. Contractor shall comply with the following requirements regarding prohibited construction procedures as follows:

1. Dumping of soil material into any stream corridor, any wetland, any surface waters, or at unspecified locations.
2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, any wetlands or surface waters.
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors or any wetlands.
4. Damaging vegetation adjacent to, or outside of, the area of the work.
5. Disposal of trees, brush and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of the flow line of any stream.
7. Open burning of project debris.
8. Location of storage stockpile areas in environmentally sensitive areas.
9. Disposal of excess or unsuitable excavation material in wetlands or floodplains, even with permission of the property owner.

END OF SECTION

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SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for project meetings.

1.02 PRECONSTRUCTION CONFERENCE

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

1.01 PROGRESS MEETINGS

- A. The Town or Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at minimum monthly intervals.
- B. Time and location of such meetings shall be designated by the Town and shall be convenient for all parties involved.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 **GENERAL**

1.01 **SECTION INCLUDES**

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

1.02 **PROGRESS SCHEDULE**

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

1.03 **SHOP DRAWINGS**

- A. Submit **one (1) electronic** copy of all shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for the Contract, and materials and equipment for which such drawings are specifically requested.
- B. A maximum of two (2) submittals of each shop drawing will be reviewed by the Engineer. If more submittals are required due to the Contractor's neglect or failure to fulfill the requirements of the Contract plans and specifications, or to make corrections or modifications required by the Engineer in the review of the first two submittals, the Engineer will review the submittal and the Contractor will be responsible for the cost of the review, as determined by the Owner based on the Engineer's documentation of time and rates for additional services established in the Engineering Agreement between the Owner and the Engineer.
- C. If resubmittals on shop and working drawings are required, the Engineer will return an electronic copy to the Contractor. When resubmittals are returned to the Engineer, one electronic copy of the complete submittal shall again be required.
- D. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When the dimensions are of particular importance, or when specified, the drawings

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shall be certified by the manufacturer or fabricator as correct for the Contract. **The Contractor shall also be required to certify on the submitted drawings or catalog cuts that the equipment or materials are accepted by him/her and in conformance with the plans and Specifications.**

- E. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.
- F. Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings to eliminate delay to the Work due to the absence of such drawings. All shop and working drawings must be submitted to the Engineer within thirty (30) calendar days prior to incorporation into the Work, unless otherwise permitted by the Engineer. **Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals.** The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. Prior to and during the progress of the Work the schedule shall be revised and resubmitted as requested by the Engineer.
- G. No material or equipment shall be purchased or fabricated for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which review is required.
- I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop and working drawings. All drawings shall be clearly marked with the names of the Owner, Contractor, and building, equipment, or structure to which the drawing applies, and shall be suitable numbered. Submitted shop drawings shall be accompanied by a letter of transmittal, completed by the Contractor provided by the Engineer.
- J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- K. The review of shop and working drawings by the Engineer will be general only, and nothing contained in this Section shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance as specified. The Contractor shall be responsible for errors and omissions in shop drawings.
- L. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires, appurtenances, or layouts etc., either existing or as detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do the work necessary to make such modifications.
- M. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.

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PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

1.03 FIELD SAMPLES

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

1.04 CERTIFIED WELDERS

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01400-1

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SECTION 01410
LABORATORY TESTING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

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

B. Related Sections

1. Section 01600 - Materials and Equipment

1.02 PAYMENT PROCEDURES

A. Initial Testing

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

B. Retesting

1. When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.

C. Contractors Convenience Testing

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

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM)

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

1.04 REQUIREMENTS

A. Work included:

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

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B. Work not included:

1. Selection of testing laboratory: The Owner will select a qualified independent testing laboratory.

1.05 QUALITY ASSURANCE

A. Qualifications

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

B. Regulatory requirements

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

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01600 - Materials and Equipment.
- B. Promptly process and distribute, to the Engineer, required copies of test reports and instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

1.07 SCHEDULING

A. Establishing schedule

1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
2. Provide all required time within the construction schedule.
3. Coordinate testing activity with the appropriate testing laboratory.

B. Revising schedule

1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

C. Adherence to schedule

1. When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

PART 2 PRODUCTS

NOT USED

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PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Site Tests

1. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
2. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

END OF SECTION

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SECTION 01510
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for temporary utilities required during construction.

1.02 GENERAL REQUIREMENTS

- A. Contractor is responsible for payment of all costs associated with the installation and operation of all temporary utilities necessary for the completion of the work.

1.03 TEMPORARY WATER

- A. If needed, temporary pipe lines and connections from the permanent service lines, necessary for the use of the Contractor and his Subcontractors shall be installed, protected, and maintained at the expense of the Contractor.
- B. Contractor shall provide adequate supply of drinking water from an approved source of acceptable quality, satisfactorily cooled, for his employees and those of his Subcontractors.

1.04 TEMPORARY ELECTRICITY

- A. If needed, provide electrical energy required for temporary lighting and power.
- B. Contractor shall bear all costs necessary to provide a temporary, separately metered electric service for construction. Electrical work to be done in accordance with applicable codes.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide adequate sanitary facilities for the use of those employed on the Work. Sanitary facilities shall be made available when the first employees arrive on the site of the Work, be properly secluded from public observation, and be maintained during the progress of the Work in suitable numbers.
- B. Maintain sanitary facilities in an orderly and sanitary condition at all times and enforce their use. Rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or any adjacent property.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01560
TEMPORARY CONTROLS

PART 1 **GENERAL**

1.01 SECTION INCLUDES

- A. Requirements for cleaning, maintenance of the site, barriers and fences required during construction.

1.02 CLEANING DURING CONSTRUCTION

- A. Contractor shall perform clean-up operations during construction as herein specified.

1. Control accumulation of waste materials and rubbish; periodically dispose of off-site. Bear all costs, including fees resulting from disposal.
2. Maintain project in accordance with all local, State and Federal Regulatory Requirements.
3. Store volatile wastes in covered metal containers, and remove from premises.
4. Prevent accumulation of wastes that create hazardous conditions.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
1. Do not burn or bury rubbish and waste materials on site.
2. Do not dispose or volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.
4. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
5. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.
6. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations.
7. Provide on-site containers for collection of waste materials, debris, and rubbish.
8. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas off the construction site.
9. Handle material in a controlled manner with as little handling as possible. Do not drop or throw materials from heights.
10. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.

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11. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
12. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc. shall, upon completion of the work, be left in a clean and neat condition.

1.03 DUST CONTROL

- A. Provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions or performance obligations of the Contractor.

1.04 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts for clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Construct sediment control devices for discharge from dewatering trenches.
- G. Construct all sedimentation control devices shown on the plans.

1.05 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
 1. Equip air compressors with Silencers, and power equipment with mufflers.
 2. Manage vehicular traffic and scheduling to reduce noise.

1.06 POLLUTION CONTROL

- A. Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows, if any along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any pools or other bodies of water.

1.07 SURFACE WATER CONTROL

- A. Take all precautions to prevent damage to the work or equipment by high waters or by storms. Engineer with the approval of the Owner may prohibit the carrying out of any work at any time when in his judgment, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather,

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when proper precautions are not being taken to safeguard previously constructed work or work in progress.

- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Owner.

1.08 BARRIERS AND ENCLOSURES

A. Fences and Barricades

1. Provide and maintain temporary fences, barriers, lights, guardrails, and barricades as indicated in the Contract Documents, or as necessary to secure the Work and adjacent property, and protect persons and property.

B. Protection of Trees

1. The Contractor shall take care not to harm trees along the sides of roads or within the existing facility in which the construction work is to be done or trees on adjacent lands except as indicated on the drawings or with the written permission of the Owner and any other owner of the trees involved. Care shall be taken not to cut tree roots so as to harm the growth of trees to remain.
2. If, in the opinion of the Engineer, any trees damaged during construction can be repaired, the Contractor shall satisfactorily repair same at no further cost to the Owner.
3. If, in the opinion of the Engineer, any tree damaged during construction cannot be repaired and should be removed, the Contractor shall satisfactorily remove and replace, in kind, same at no further cost to the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01570
TRAFFIC REGULATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for traffic control for the duration of the Contract.

1.02 REFERENCES

- B. Manual of Uniform Traffic Control Devices (MUTCD) Latest Edition, including all latest revisions.

1.03 PERFORMANCE REQUIREMENTS

- A. Contractor shall have the sole responsibility for the maintenance and protection of traffic.
- B. An authorized representative of the Contractor shall be available on a 24-hour basis for the duration of the Contract for the purpose of correcting construction related impediments or hazards.

1.04 SHOP DRAWINGS (N/A)

1.05 SITE CONDITIONS

- A. Replace, at no cost to the Owner, pavement markings, legends and lane arrows removed or damaged by the construction operation.
- B. Restore temporary detours to original condition.
- C. Replace traffic signal loops damaged during construction within 72 hours.

PART 2 PRODUCTS

1.06 TRAFFIC CONTROL DEVICES

- A. In accordance with the MUTCD.

PART 3 EXECUTION

1.07 INSTALLATION OF TRAFFIC CONTROL DEVICES

- A. In accordance with the MUTCD.

1.08 PROTECTION OF TRAFFIC

- A. Barricade trenches and roadway excavations at the end of each work period with temporary precast concrete barriers, properly lighted and marked to guide traffic to designated travel lane, or other means acceptable to the Engineer.
- B. Maintain and protect traffic movements for the entire length of the project.
- C. Keep one lane of traffic open at all times except for brief stoppages dictated by the construction operation involving safety of vehicles in the travel lanes.
- D. Maintain access to business and private ways during construction operations.

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E. Furnish sufficient number of signs, temporary precast concrete barriers, warning lights, drums and traffic cones to warn traffic of construction and guide traffic through the construction area in accordance with the MUTCD.

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for delivery, storage, handling and installation of systems, materials, manufactured units, equipment, components, and accessories used in the work.

B. Related Sections

1. Section 01300 - Submittals

1.02 DELIVERY

- A. Refer to Specification Sections for requirements pertaining to delivery and handling of materials and equipment.
- B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct, and products are undamaged.

1.03 STORAGE AND PROTECTION

- A. Refer to Specification' Sections for requirements pertaining to storage and protection of materials and equipment.
- B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged, and are maintained under required conditions.

1.04 INSTALLATION STANDARDS

- A. Comply with Specifications and referenced standards as minimum requirements.
- B. Components required to be supplied in quantity within a Specification Section shall be the same and shall be interchangeable.
- C. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.

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- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- F. When work is specified to comply with manufacturer's instructions, submit copies as specified in Section 01300 - Submittals, distribute copies to persons involved, and maintain one set in field office.
- G. Perform work in accordance with details of instructions and specified requirements.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 01800
MAINTENANCE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for maintaining work completed under this Contract.

1.02 MAINTENANCE PERIOD

- A. The general maintenance period for all construction or materials under this Contract shall be one (1) year subsequent to the date of the acceptance of the work by the Owner, or as provided by other sections of this Specification.
- B. If the Owner puts any structure or equipment to use prior to acceptance of all work under the Contract, the maintenance period for such structures or equipment shall be calculated from the time use begins.
- C. Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any damage of material or work without cost to the Owner, to satisfaction of Engineer, in conformance with Contract Documents provided orders for replacement and/or repairs are received in writing by the Contractor within the one-year period.
- D. This Section shall in no way limit the duration of the Contractor's responsibility for the correction of any defect due to workmanship or materials provided by the Contractor which are not in compliance with the Contract Documents.

1.03 ABUSE OF WORK

- A. Contractor is not obligated to perform work of replacement or repair that he may prove is required because of abuse by parties other than the Contractor, after the date the Owner puts to continuous use the work requiring replacements or repair, or after date the Owner has approved the Certificate of Completion.

1.04 EMERGENCY REPAIRS

- A. If the Owner deems necessary, the Owner shall order replacement or repairs be undertaken within 24 hours.
- B. If the Contractor delays or fails to make the ordered replacement or repairs within the time specified, the Owner shall have the right to make such replacements or repairs and the expense shall be deducted from moneys due the Contractor, or moneys of the Contractor retained by the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01811
DOCUMENT 00811 - SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES**

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. Bidders/Contractors shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on this project is a fixed price determined by the MassDOT website at <https://www.mass.gov/info-details/massdot-current-contract-price-adjustments> at the time of the bid (February 2026) using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <https://www.mass.gov/info-details/massdot-current-contract-price-adjustments> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

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

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SECTION 01812
DOCUMENT 00812 - SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated on MassDOT's website at <https://www.mass.gov/info-details/massdot-current-contract-price-adjustments> for the month in which the contract was bid (February 2026), which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

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

***** END OF DOCUMENT *****

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
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SECTION 02500
SPECIAL PROVISIONS

SCOPE OF WORK

The proposed utility bridge project includes the rehabilitation and construction of utility bridge structures at Otis Street and School Street in the Town of Northborough. The rehabilitation project at Otis Street includes temporarily supporting an existing water main, removal of existing deteriorated steel beam and utility supports, and construction of a new steel beam to support the existing water line. The construction project at School Street proposes an independent utility support structure, consisting of cast-in-place concrete abutments, neoprene bearing pads, and steel beams and utility supports. New water main will be constructed on the new utility bridge, and the project also includes installation of guardrails and mill and overlay of the existing pavement within the project limits.

All work under this Contract shall be done in conformance with the *2025 Standard Specifications for Highways and Bridges, the Supplemental Specifications* contained in this book, the *Construction Standard Details* in effect as of June, 2025, the *1990 Standard Drawings for Signs and Supports*, the *2015 Overhead Signal Structure and Foundation Standard Drawings*, the *2009 Manual on Uniform Traffic Control Devices (MUTCD) with Revisions 1, 2, and 3 and the November 2022 Massachusetts Amendments to the MUTCD*, the *1968 Standard Drawings for Traffic Signals and Highway Lighting*, the latest edition of *The American Standard for Nursery Stock*, the Plans and these Special Provisions.

MATERIAL TESTING

The Contractor shall obtain the services of a qualified material testing company to provide in-situ compaction and other material testing (including cast-in-place concrete) as ordered by the Engineer. No separate payment will be made, and all costs associated with material testing shall be considered incidental to various contract items. All material testing shall be performed in accordance with the relevant MassDOT Specifications.

WORK RESTRICTIONS

The Contractor shall complete all work along both School Street and Otis Street in accordance with the Town of Northborough standard work hours: Monday through Friday (excluding holidays) from 7:00 AM to 3:00 PM unless otherwise approved by the Town of Northborough. The Contractor and any subcontractors shall only work overtime as approved by the Engineer. The Contractor shall coordinate with the Engineer and the Northborough Police Department to obtain a waiver if work on Saturdays, Sundays, or Holidays is necessary.

Following the standard work hours, both Otis Street and School Street shall provide full unobstructed width for two-way traffic flow. The Contractor shall be responsible for all materials that allow for maintaining two-way traffic flow along both School Street and Otis Street during all other time periods. This may include, but is not limited to, steel roadway plates to cover open trenches.

Along School Street, the width of the bridge crossing is limited and without active pedestrian accommodation. The Contractor shall be responsible for providing a police detail during all time periods when work is actively utilizing the narrow bridge space for any work. The police detail will assist with guiding vehicles and pedestrians through the narrow area between the bridge rail and the construction drums on the outside of the stationary construction vehicle space. Anytime when the stationary construction vehicle is not needed for active work atop the bridge crossing, the vehicle shall be relocated and drums removed to maintain two-way traffic flow.

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NATIONAL GRID EMERGENCY TELEPHONE NUMBERS

GAS:

Emergency: 1-800-233-5325
New Service: 1- 877-696-4743
Customer Support: 1-800-732-3400

ELECTRIC:

Outage/ Emergency: 1-800-465-1212
New Service: 1-800-375-7405
Customer Support: 1-800-322-3223

UTILITY CONTACTS

The following are the names and addresses of some of the agencies which may be affected, and must be notified. Completeness of this list is not guaranteed by the Municipality. The Contractor shall assure that all affected agencies are notified. It will be the Contractor's responsibility to verify this contact information and to notify the Municipality of changes to this list.

National Grid Electric (Electric)
55 Bearfoot Road
Northborough, MA 01532

Manny Munoz
401-895-9726
Manuel.Munoz@nationalgrid.com

Eversource Gas (Gas)
157 Cordaville Road, 3113
Southborough, MA 01772

Jeffrey Evans-Mongeon
508-305-6970
Jeffrey.Evans-Mongeon@eversource.com

Verizon (Telephone)
385 Myles Standish Boulevard
Taunton, MA 02780

Paul Styspeck
413-787-1845
Paul.M.Styspeck@verizon.com

Northborough Town Engineer (Water)
63 Main Street (Town Hall)
Northborough, MA 01532

Dan Nason
508-393-5030

MWRA (Water)
2 Griffin Way
Chelsea, MA 02150

Ralph Francesconi
617-461-3573
Ralph.Francesconi@mwra.com

Northborough Town Engineer (Sewer)
63 Main Street (Town Hall)
Northborough, MA 01532

Dan Nason
508-393-5030

CSX Transportation (Railroad)
2000 West Cabot Blvd - Suite 130
Langhorne, PA 19047

Michael Sliper
518-767-6081
Michael_Sliper@csx.com

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UTILITY CONTACTS (CONTINUED)

Crown Castle (Cable)
80 Central Street
Boxborough, MA 01719

Mark Bonanno
508-616-7818
Mark.Bonanno@crowncastle.com

Charter Communications (Cable)
301 Barber Avenue
Worcester, MA 01606

John Yurkevicius
774-243-9786
John.Yurkevicius@charter.com

MCI-Verizon Business (Cable)
P.O. Box 600
Charlton, MA 01507

Stephen Parretti
508-248-1305
Stephen.Parretti@verizon.com

Lightpath (Cable)
100 Quannapowitt Pkwy
Wakefield, MA 01880

Jeff Harrington
617-999-5371
Jeff.Harrington@lightpathfiber.com

Northborough Fire Alarm (Fire Alarm)
11 Pierce Street
Northborough, MA 01532

David Durqin
508-393-1540

Verizon Wireless Small Cell
20 Alexander Drive
Wallingford, CT 06492

Elizabeth Glidden
Elizabeth.Glidden@vzw.com

<u>ITEM 114.2</u>	<u>PARTIAL DEMOLITION OF UTILITY BRIDGE</u>	<u>LUMP SUM</u>
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GENERAL

The work under this Item shall conform to Subsection 112 of the Standard Specifications and the following:

The work under this item shall consist of furnishing all labor and materials necessary to perform the demolition and removal of the existing elements of the Otis Street utility bridge structure as shown on the Plans, and as required by the Engineer. This shall include, but is not limited to, the existing steel beam, utility supports, bearings, and anchor bolts. Except as specified, all material and debris shall become the property of the Contractor and shall be disposed of properly in accordance with the Standard Specifications and with all applicable Local, State, and Federal requirements.

After the installation of the temporary shielding (incidental to Item 114.2), installation of temporary support for water pipe (Item 992.31), and the installation of temporary bracing for the steel beam to remain (incidental to Item 114.2), the Contractor shall remove the existing utility bridge elements as shown on the plans.

If flame cutting of the existing steel is considered, then a review of potential hazardous materials resultant from such activity shall be investigated and removed accordingly, at the expense of the Contractor.

TEMPORARY BRACING

Incidental to Item 114.2 shall include the temporary bracing of the existing steel beam to remain to ensure its stability during construction of the new utility beam. The work done under this heading shall conform to the applicable portions of Subsection 960 and any other relevant Subsections of the Standard Specifications and the Contract Drawings, except where specifically amended herein.

The work includes the design, erection, and maintenance of temporary bracing for the existing utility beam to remain, as shown on the Plans. Temporary bracing shall be attached to the existing steel beam by clamping to the bottom flange, or by using another non-destructive means, as approved by the Engineer. No drilling, welding, or other permanent alteration of the existing steel beam shall be allowed. The temporary bracing shall be shimmed against the existing bridge headwall as required, attachments by mechanical needs for anchoring shall not be allowed. Temporary brace spacing shall not exceed 10 feet.

The Contractor shall coordinate with Eversource and the Engineer during temporary brace design and construction operation and shall verify their requirements for supporting existing utilities prior to and during construction.

The temporary bracing shall be designed in accordance with the applicable provisions of the latest editions of the *AASHTO Construction Handbook for Bridge Temporary Works* and the *MassDOT LRFD Bridge Manual*. All utility loading information shall be as specified or appropriately calculated by the Contractor based on the observed field conditions or existing record information. Prior to the erection of the temporary bracing system, the Contractor shall provide design plans, calculations, details, shop drawings, product literature, erection details, etc. to the Engineer for review and approval. The design of all temporary utility bracing system, including design computations and shop drawings, shall be prepared, and stamped by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts. The shop drawings shall be prepared and submitted in accordance with this Item and the Plans.

The Approval of the shop drawings shall not relieve the Contractor from responsibility for the correctness of the dimensions shown.

ITEM 114.2 (CONTINUED)

TEMPORARY PROTECTIVE SHIELDING

Incidental to Item 114.2 shall include designing, furnishing, installing, maintaining, removing, and disposing of a temporary shielding system to protect the waterway below. Prior to beginning construction, the Contractor shall devise, provide, and maintain a protective shielding system to prevent steel, debris, or other materials from entering the waterway below. No debris, tools, or incidental equipment of any kind will be permitted to fall into the water below the bridge. Any material that accidentally falls into the waterway below shall be removed immediately at the expense of the Contractor.

The Contractor's design of the temporary protective shielding shall be prepared, designed, and stamped by a Professional Engineer licensed in the Commonwealth of Massachusetts and shall be submitted to the Engineer for review and approval. Payment for the Contractor's design and submittal, including Contractor's engineering services, shall be considered incidental to this item and no further compensation will be allowed.

Shielding shall be designed to safely withstand all loads to which it will be subjected. The design shall be in accordance with the latest editions of the *AASHTO Construction Handbook for Bridge Temporary Works* and the *MassDOT Bridge Manual – Hundredth Anniversary Edition*. The design shall also include a complete description of the equipment and construction methods proposed for the partial bridge demolition.

SUBMITTALS

The Contractor shall prepare and submit a Demolition Plan indicating the proposed demolition procedures which shall include a schedule of operations and disposal location for the Engineer's review and approval. The demolition procedure and any necessary calculations and drawings shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts.

The following information shall be included in the submittal:

1. Plan showing the location of all roadways, utilities and other appurtenances in the area of demolition.
2. The location of cranes, excavators, or other machinery to be used and their operating radii.
3. Lifting equipment information, including rating data. Information shall include counterweights to be used and boom capability. Crane or excavator capacity shall be adequate for 150% of the total pick weight.
4. The type, size and arrangement of slings, shackles or other lifting and connecting devices, including relative technical data.
5. Schedule of operations.
6. Methods, materials, and design calculations for temporary supports for demolition procedures.
7. Methods of preventing damage to bridge elements to remain.
8. Methods of utility protection.
9. Methods to ensure demolition materials will be prevented from falling onto the water way below.

Work under this item may not commence until the Engineer has given written approval.

Existing overhead wires and utility poles are to remain and remain active throughout the duration of construction. Contractor may coordinate with utility companies for de-energizing, temporary relocation, etc. at their own expense, if deemed necessary. Contractor shall use caution while working around the existing utilities scheduled to remain. Contractor shall utilize low height hoisting equipment to erect elements and stay underneath the existing overhead wires. This shall be designed and explained in the Contractor's

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ITEM 114.2 (CONTINUED)

demolition/erection procedure. Contractor shall coordinate with respective utility owners regarding any clearances, de-energizing, etc. that may be considered in the Contractor's demolition/erection procedure.

As described above, the Contractor shall also provide stamped drawings, calculations, details, etc. describing the temporary shielding and temporary bracing, as required as part of Incidental work to this Item. The Contractor shall submit a single, complete partial demolition package covering all required work under this Item.

ADDITIONAL CONDITIONS

The Contractor is advised to conduct a field investigation prior to bidding. The Contractor shall verify all conditions and materials in the field and shall base his/her bid on his/her own findings without any additional compensation for variance from the plans or these special provisions regarding actual conditions for Items to be removed.

It is the Contractor's responsibility to maintain the integrity of the existing utility beam, gas line, and water main to remain during the demolition required for this project. All additional work required to maintain integrity of the structure and utilities during construction will be incidental to this Item.

The Contractor shall take care not to damage any existing structural components as shown on the Plans. Any structural components so designated that are damaged or otherwise made unsatisfactory for continued use by the Contractor's operations, as determined by the Engineer, shall be replaced or repaired to the satisfactory of the Engineer by the Contractor at their own expense.

BASIS OF PAYMENT

Item 114.2 will be paid for at the Contract LUMP SUM bid price, which price shall include all labor, materials, equipment, and incidental costs required to complete the work to the satisfaction of the Engineer as indicated on the Contract Documents, as specified herein. All costs for permits, dump fees, special handling of hazardous materials, etc. shall be included in the bid price of this demolition Item. No additional payment will be made for any additional work required to maintain the integrity of the structure during construction.

Payment shall be made based on the following percentages: 10% upon approval of demolition procedure design, 10% upon approval of temporary bracing design, 10% upon approval of temporary shielding design (total of 30% after approval of all submittals), 45% upon completion of partial demolition (total of 75% upon successful partial demolition), and the remaining 25% upon removal of the temporary utility bracing and shielding (total of 100%) to the satisfaction and approval of the Engineer.

The Town of Northborough does not guarantee or represent that the bridge materials will actually coincide with any descriptions contained herein or represented on the plans. The Contractor shall be satisfied by the Contractor's own investigation and research, regarding all conditions and materials affecting the work to be done. No additional compensation other than the LUMP SUM bid price for this Item will be made if the materials or work prove to be different than inferred or described herein, or shown on the Plans.

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ITEM 315.08 8 INCH WATER PIPE REMOVED AND STACKED FOOT

GENERAL

The work under this Item shall conform to the applicable provisions of Subsections 120 and 301 of the MassDOT Standard specifications and the following. Work includes removal, transport, protection, temporary storage, and stacking of existing 8-inch water main pipe as shown on the plans or as directed by the Engineer.

Water pipe to be removed is located at the School Street Utility Bridge location and is presently attached to the existing sidewalk structure adjacent to the roadway bridge. Contractor shall remove and stack existing water pipe from the sidewalk structure. Any damage done to the sidewalk structure to remain during the removal of the existing water main shall be repaired by the Contractor at their own expense.

Pipe deemed suitable for reuse shall be stacked on timbers/boards in neat, accessible bundles at the locations indicated on the plans or at locations designated by the Owner/Water Department. Pipe determined to be unsatisfactory for reuse shall become the Contractor's property and shall be removed from the site and disposed of in accordance with Federal, State, and Local regulations

COORDINATION

All work shall be performed in close coordination with the Towns of Northborough Water Department and the Engineer. Contractor operations that affect water service must be scheduled and performed with prior notification and/or as directed by the Water Department.

PROTECTION, SHIELDING, AND STORAGE

Pipes to be salvaged shall be handled and stored to prevent damage (stacked on boards or dunnage). Contractor is responsible for protecting adjacent structures, utilities, pavements, and landscaping during removal, transport, and storage.

Incidental to Item 315.08 shall include designing, furnishing, installing, maintaining, removing, and disposing of a temporary shielding system to protect the waterway below. Prior to beginning construction, the Contactor shall devise, provide, and maintain a protective shielding system to prevent steel, debris, or other materials from entering the waterway below. No debris, tools, or incidental equipment of any kind will be permitted to fall into the water below the bridge. Any material that accidentally falls into the waterway below shall be removed immediately at the expense of the Contractor.

The Contractor's design of the temporary protective shielding shall be prepared, designed, and stamped by a Professional Engineer licensed in the Commonwealth of Massachusetts and shall be submitted to the Engineer for review and approval. Payment for the Contractor's design and submittal, including Contractor's engineering services, shall be considered incidental to this item and no further compensation will be allowed.

Shielding shall be designed to safely withstand all loads to which it will be subjected. The design shall be in accordance with the latest editions of the *AASHTO Construction Handbook for Bridge Temporary Works* and the *MassDOT Bridge Manual – Hundredth Anniversary Edition*. The design shall also include a complete description of the equipment and construction methods proposed for the partial bridge demolition.

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ITEM 315.08 (CONTINUED)

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 315.08 shall be measured and paid for per linear FOOT of water main pipe removed, stacked, and accepted. The contract unit price per FOOT shall include all labor, materials, tools, equipment, traffic control, transport, temporary storage/stacking, backfill of holes resulting from removal, disposal of pipe rejected for reuse, surface restoration required by the work, and all incidentals necessary to complete the work. No additional cost shall be incurred for the design and construction of a temporary shielding system used to protect the water way from

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<u>ITEM 345.6</u>	<u>6 INCH TEMPORARY SERVICE PIPE</u>	<u>FOOT</u>
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GENERAL

The work under this Item shall conform to the relevant provisions of Section 300 of the Standard Specifications, and the following:

Contractor to take note of the General Utility Requirements section of the Contract Documents for additional information associated with this item.

All work done under this item shall be in close coordination with the Town of Northborough Water Department and the Engineer. The Contractor shall notify the Town of Northborough at least 48 hours in advance of any work done associated with this item.

The Contractor shall furnish, install, test, disinfect, and maintain temporary water pipe within the limit of new waterline work until the new water line is in place and operational. Once the new water line is operational, the Contractor shall remove the temporary water pipe.

The 6 Inch Temporary Water Service Pipe shall be made of fused-joint HDPE, steel, or PVC suitable for conveying domestic water. All fittings, connectors and any other appurtenances required to complete the connection between the existing water main and the temporary service line shall be considered incidental to this item. Contractor shall insulate the temporary water service pipe to prevent freezing, as required by the Engineer in coordination with the Town of Northborough Water Department.

All disinfection procedures associated with the temporary water service pipe shall be done in accordance with Subsection 301.60.K.

The Town of Northborough Water Department shall be responsible for operating all valves and hydrants.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 345.6 will be measured and paid at the Contract unit price per FOOT of pipe installed, which price shall include all labor, materials, equipment, and incidental costs required to complete the work, including but not limited to, fittings, connectors, testing, disinfection, necessary insulation protection of existing temporary pipes while they are in use, monitoring, maintenance and repairs, decommissioning, and removal of the temporary line after the permanent line is installed and approved by the Town of Northborough Water Department.

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ITEM 371.08

8 INCH COUPLING

EACH

GENERAL

The work under this Item shall conform to the relevant provisions of Subsections 120 and 301 of the Standard Specifications, the Town of Northborough Water Department Standards, and the following:

MATERIALS

Solid sleeves shall have long body type (12 inches minimum) and mechanical joints with retainer glands.

Couplings and transitional couplings for pipe less than or equal to 12 inches in diameter shall consist of a long body cast iron sleeve and shall have gaskets suitable for the pipe being joined. The bolts and nuts shall be corrosion resistant high strength and low alloy steel such as weathering steel. Couplings shall be Hymax models 2000/2100, Romac Industries, Inc. Macro HP, Smith-Blair 421 Series or approved equal. Transition couplings for pipe less than or equal to 12 inches in diameter shall be Dresser Style 162, Rockwell Type 441, Smith Blair Omni Style 442, or equivalent.

Provide couplings with an exterior epoxy coating.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 371.08 will be measured for payment by EACH coupling installed, complete in place. Item 371.08 will be paid for at the Contract unit price per EACH, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

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ITEM 375.08

8 INCH INSERTION VALVE AND BOX

EACH

GENERAL

The work under this Item shall conform to the relevant provisions of Subsections 120 and 301 of the MassDOT Standard Specifications for Highways and Bridges, the Northborough Water Construction Standards, and the following:

The work shall include furnishing and installing insertion valves in the existing water main, where shown on the plans or as required by the Town of Northborough. The contractor shall install new valves by means of an inserting machine manufactured by Advance Valve Installations, AP Smith Co., Acme Valve Installers, or approved equal and must have sleeves to accommodate the existing water main pipe type.

The contractor shall submit cut sheets to the Engineer and Town of Northborough Water Department for approval prior to furnishing.

The Contractor shall arrange for a representative from the manufacturer and the Town of Northborough to oversee the inserting equipment and installation of the insertion valve.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 375.08 will be measured and paid for at the Contract unit price per EACH measured complete in place, which price shall include all labor materials, equipment and incidental costs required to complete the work.

ITEM 698.1

GEOTEXTILE FABRIC FOR STABILIZATION

SQUARE YARD

GENERAL

The work under this Item shall consist of furnishing and placing of geotextile fabric for stabilization under the crushed stone beneath the concrete abutments as shown on the Plans and as directed by the Engineer.

The geotextile fabric shall be handled and installed per the manufacturer's recommendations.

MATERIALS

Filter fabric shall be a material suitable for the intended applications and shall be selected from the most current version of the Qualified Construction Materials List (QCML) for Geotextile Fabrics.

METHODS

Geotextile shall be placed in direct contact with soils without wrinkles or folds and shall be anchored on a smooth graded surface approved by the Engineer. The geotextile shall be placed in such a manner that placement of the overlaying materials will not excessively stretch or tear it.

Adjacent geotextile sheets shall be joined by either sewing or overlapping. At roll ends, overlapped seams shall overlap a minimum of 12 inches, except when placed under water, where they shall overlap a minimum of 3 feet. Adjacent rolls shall overlap a minimum of 12 inches.

Care shall be taken during the placement of crushed stone to avoid stretching and subsequent tearing of the geotextile. Stones shall not be dropped from a height exceeding 3 feet.

Field monitoring shall be performed to verify that the crushed stone placement does not damage the geotextile.

Any section of fabric that is damaged shall be repaired in accordance with the manufacturer's requirements and AASHTO M 288 and to the satisfaction of the Engineer or it shall be replaced at the Contractor's expense.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 698.1 shall be measured by the SQUARE YARD furnished and installed at locations shown on the plans, in accordance with these specifications, or as required by the Engineer. Overlapping for seams and joints shall be measured as one layer of fabric. Any embedment or wrapping at the toe or top of slope will be measured for payment.

Item 698.1 shall be paid for at the contract unit bid price per SQUARE YARD of fabric installed, which price shall include furnishing and installing geotextile fabric, all miscellaneous associated assembly material, and all other labor, equipment, material, and incidental costs required to complete the work as specified and as required by the Engineer. This item shall include full compensation for all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 767.121

SEDIMENT CONTROL BARRIER

FOOT

GENERAL

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

Per the Approved Order of Conditions, the sediment control barriers must be inspected by the Northborough Conservation Commission prior to the start of any work by the Contractor. See SC #20.

This work shall include the furnishing and placement of a sediment control barrier for the purpose of slowing the velocity of and filtering suspended sediments from storm water flow. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers. Sediment barrier shall be used as perimeter barriers, to contain stockpile sediments, to break slope length, and to slow or prevent up gradient water from flowing into a work zone. The Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Sedimentation control shall be a minimum 12-inch diameter (after installation) compost filter tubes with biodegradable natural fabric.

With approval from the Engineer the following may be used to control sediments for small, disturbed areas with minimal slope and slope length:

- 9-inch diameter composts filter tubes or fiber logs
- Straw or straw bales provided that runoff is in the form of sheet flow and not concentrated flows (i.e. channels, swales, gullies, etc.)

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

Where specified or required by permits, sedimentation fence shall be used in addition to compost filter tubes or straw bales and shall be incidental to this item. Maintenance of control barriers and removal of accumulated sediment shall be as specified below, as required by the Engineer, and shall conform to the requirements of relevant environmental permits.

Upon completion of work and stabilization of soil, sediment control barriers shall be dismantled and/or removed as specified below for the site context (naturalized or urban). Site shall be restored as specified for specific barrier used. All non-biodegradable materials, including silt fence, twine, plastic netting, and photodegradable fabric, shall be removed, and disposed off-site for all projects.

Location of sediment barrier shall be based on the site's contours and such that it provides maximum effectiveness. Barriers shall be staked, trenched and/or wedged as specified herein and shall be securely in contact with existing soil such that there is no flow beneath the barrier and so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans to ensure that the placement will provide maximum effectiveness. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer.

ITEM 767.121 (CONTINUED)

MATERIALS AND CONSTRUCTION

Compost Filter Tube

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

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

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

Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permit requirements. Straw bales shall conform to the requirements of the Standard Specifications and the following:

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

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

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

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

Straw bales shall be on the upslope side of the silt fence unless specified otherwise by the Engineer. When used in a swale, the barrier shall extend to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

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ITEM 767.121 (CONTINUED)

Sedimentation Fence

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

Sedimentation fence shall only be used if shown on the plans, as required by the Engineer, or when specified by Order of Conditions or other permit requirements.

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

When used with straw bales, an 8-inch deep and 4-inch-wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed at the bottom of the trench followed by backfilling with compacted earth or gravel.

Stakes shall be driven 16 inches into the ground on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective. Spacing of stakes for silt fence may range from a minimum of 10 feet apart (where low flow is expected) to 3-4 feet apart where water may run over the top of the fence. Sagging fabric will require additional staking or other anchoring.

Height of sedimentation fence shall be appropriate to the steepness and length of the slope and as specified by the manufacturer. Width of fabric shall be sufficient to provide a minimum 36-inch-high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

MAINTENANCE

Maintenance of sediment control barriers shall be per Section 670.60 of the Standard Specifications or the Order of Conditions, whichever is more restrictive.

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

The Contractor shall immediately correct all deficiencies including washouts, overtopping, clogging due to sediment, and erosion. The contractor shall review location of barriers in areas where construction activity causes drainage runoff to ensure that the barriers are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or additional barriers shall be installed as required by the Engineer.

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

At specific locations, such as at gully points, steep slopes, or identified failure points in the sediment capture line, barriers shall be reinforced as required by the Engineer. Such reinforcing shall be incidental to the cost of this item and shall not exceed 10 percent of the overall length of barrier required for the project.

Barriers that are decomposing, cut, or otherwise compromised shall be repaired or replaced as directed by the Engineer. Repair and/or replacement shall be incidental to this item.

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ITEM 767.121 (CONTINUED)

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed when construction work is complete and when site conditions are sufficiently stable to prevent surface erosion and after receiving permission to do so from the Engineer.

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

For naturalized areas, biodegradable, natural fabric, and material shall be left in place to decompose on-site unless required otherwise by the Engineer. Compost filter tubes may be left as they are with stakes removed. Straw bales shall be broken down and spread evenly. All nylon or nonbiodegradable twine shall be removed along with silt fence. Wooden stakes may be left on site, placed neatly and discreetly.

On urban, residential, and other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). Not more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent grasses (i.e., lawn or native grass mix).
- Silt fence, stakes, and other debris shall be removed and disposed off-site. Site shall look neat and clean upon completion.

Dismantling, removal, and seeding shall be incidental to this item.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.121 shall be measured per FOOT furnished and installed, complete in place.

Item 767.121 shall be paid for at the contract unit bid price per FOOT which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of site, silt fence if required, and incidental costs required to complete the work. Additional barrier, such as double or triple stacking of compost filter tubes, shall be considered incidental under this Item.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractors expense. Installation of a limit of work barrier and limit of work signage shall be considered incidental under this Item.

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ITEM 859.1	<u>REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING WARNING LIGHTS</u>	DAY
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The work under this Item shall conform the relevant provisions of Subsection 850 of the Standard Specifications and the following:

Work under this item consists of furnishing, installing, maintaining proper operating conditions, and removing reflectorized drums, and any necessary ballast, equipped with sequential flashing warning lights.

MATERIALS

Reflectorized drums shall be listed on the MassDOT Qualified Traffic Control Equipment List. Reflective sheeting on drums shall meet or exceed ASTM D4956 Type VIII. All drums shall be maintained in a satisfactory manner including the removal of oils, dirt, and debris that may cause reduced retro reflectivity.

The Contractor shall use one of the following sequential flashing warning light systems unless otherwise approved by the Engineer:

1. Empco-Lite LWCSD.
2. pi-Lit® Sequential Barricade-Style Lamp; or
3. Unipart Dorman SynchroGUIDE.

Sequential flashing warning lights shall be secured to reflectorized drums per the light manufacturer's specifications.

CONSTRUCTION METHODS

The first ten drums in any merging or shifting taper shall be equipped with sequential flashing warning lights. These lights shall be operating, at a minimum, between dusk and dawn when the taper is deployed.

The successive flashing of the sequential warning lights shall occur from the upstream end of the merging or shifting taper to the downstream end of the taper in order to identify the desired vehicle path. Each warning light in the sequence shall be flashed at a rate of not less than 55, nor more than 75 times per minute.

Warning lights shall be powered off when drums are not deployed in a taper.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 859.1, a group of ten (10) reflectorized drums with sequential flashing warning lights is considered one (1) unit, will be measured by the DAY. Each period of up to 24 hours during which this unit is in use will be measured as one day regardless of the number of times that the drums are positioned, repositioned, removed, or returned to service.

Item 859.1 will be paid for at the Contract unit price per DAY, which shall include full compensation for furnishing, positioning, repositioning, and removing the group of ten (10) drums as directed by the Engineer.

ITEM 913.21

DRILLING AND ADHESIVE ANCHORING OF ANCHOR RODS

EACH

GENERAL

The work under this Item shall include drilling and adhesive anchoring anchor rods into the existing concrete pad at the Otis Street Utility Bridge Repair.

MATERIALS AND SUBMITTALS

As shown on the Plans, anchor bolts shall be $\frac{3}{4}$ " diameter ASTM F1554 Grade 105 Galv. threaded rods. Contractor shall submit shop drawings detailing the threaded rods and adhesive anchoring system to be used on the project.

The adhesive anchor material to be used for this work shall be a HILTI HIT-RE 500V3 or approved equal. If the specified material is not used, the proposed material used to perform this work shall be listed on the MassDOT Qualified Construction Materials List (Adhesive Anchors).

Prior to the commencement of any work under this item, the Contractor shall submit to the Engineer for review and approval a submittal containing the manufacturer's literature completely describing the products to be utilized (regardless if the specified material will be used). The materials shall be delivered clearly marked with legible and intact labels containing the manufacturer's name, brand name, and identification of the areas where temperatures conform to manufacturer's instructions and recommendations.

CONSTRUCITON METHOD

All anchor rod holes shall be air drilled provided that the minimum edge distance as shown on the plans is observed. Should, in the Engineer's opinion, air drilling be inappropriate due to questionable strength of the existing concrete or insufficient edge distance, the dowel holes shall be diamond core drilled. The inner surfaces of diamond core drilled dowel holes shall be scored to develop sufficient keying action. The method of scoring of the dowel hole's inner surfaces shall be subject to the approval of the Engineer. The depth and diameter of the drilled dowel holes shall be in accordance with the adhesive anchor manufacturer's recommendation. The holes shall be blown clear of any debris and shall have the approval of the Engineer prior to the placement of any adhesive anchor material.

The drilling operation shall be performed without damage to the portions of the structure that are to remain in place. The Contractor shall take care to avoid drilling through the existing reinforcing present. If during the drilling operation the Contractor hits existing rebar the Contractor shall drill through the encountered rebar at no additional cost to the contract. Any damage to any existing portions of the structure that are to remain in place shall be repaired to a condition equal to or better than existing condition prior to the beginning of the Contractor's operations and shall be repaired at the Contractor's expense.

The Contractor shall follow the recommendations of the manufacturer for mixing and placing the adhesive anchor material prior to the placement of the threaded rods.

METHOD OF MEASURMENT AND BASIS OF PAYMENT

Item 913.21 will be measured for payment by EACH drilled and adhesive anchored hole regardless of depth, length or size of dowels accepted by the Engineer, complete in place. Item 913.21 will be paid for at the Contract unit price per EACH, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

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ITEM 913.21 (CONTINUED)

No separate payment will be made for the furnishing, supply, and installation of threaded rod, but all costs in connection therewith shall be included in the Contract unit price bid. The Contractor shall have no claim for any variations in the diameter of the hole, the method of drilling the hole, or the type of adhesive anchor used in anchoring the proposed anchor bolts.

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ITEM 960.1

STRUCTURAL STEEL – COATED STEEL

LB

GENERAL

The work involving painted steel shall conform to the requirements of Subsections 960 and 961 of the Standard Specifications and the following.

Work shall include the furnishing of proposed structural steel for the replacement beam, angles, connections, bolts, diaphragms, etc. at the Otis Street utility bridge.

CONSTRUCTION METHODS

The proposed steel shall be painted in a manner to match the existing steel color of the beam to remain. The Contractor shall provide paint color samples to the Town and Engineer for review and approval prior to fabrication.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 960.1 will be paid for at the Contract LB bid price, which price shall include all labor, materials, equipment, and incidental costs required to complete the work to the satisfaction of the Engineer as indicated on the Contract Documents, as specified herein.

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ITEM 961.2	CLEAN (FULL REMOVAL) AND PAINT STRUCTURAL STEEL	LUMP SUM
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GENERAL

The work under this Item shall conform to the relevant provisions of Subsection 960.63 and 961 of the Standard Specifications, and the following:

Work shall include the surface preparation and painting of existing structural steel on the beam to remain at the Otis Street utility bridge. Existing steel members at Otis Street shall only be cleaned and painted at areas of proposed connections prior to installation of new connections.

The Contractor shall assume the presence of lead-based coatings on all existing steel surfaces prior to cleaning, surface preparation, or demolition.

The Contractor shall perform testing of existing steel coatings, incidental to this Item, prior to the commencement of any cleaning or removal operations to determine the presence and concentration of lead.

All work associated with testing, cleaning, removal, containment, handing, and disposal of lead-containing materials shall be performed in strict conformance of all applicable Federal, State, and local laws, regulations, and requirements and be considered incidental to this Item.

The finish coat paint color shall closely match the existing steel and be coordinated with the Engineer. The Contractor will be required to use the FED STD color fan 595 for selection of color samples for approval by the Engineer.

CONSTRUCTION METHODS

All surfaces to be welded, heated, saw cut or burned shall be cleaned to remove all contaminants and/or hazardous materials, which could be discharged to the environment as a function of the subsequent operations.

Lead paint shall be removed in its entirety in an area prescribed by a 6 inch (15 cm) minimum offset from the required work (where proposed connections are being made per the Plans). The paint removal operation may be dry abrasive blasting, wet abrasive blasting or chemical stripping.

BASIS OF PAYMENT

Item 961.2 will be paid for at the Contract LUMP SUM bid price, which price shall include all labor, materials, equipment, and incidental costs required to complete the work to the satisfaction of the Engineer as indicated on the Contract Documents, as specified herein. All costs for permits, dump fees, special handling of hazardous materials, etc. shall be included in the bid price of this Item.

The Town of Northborough does not guarantee or represent that the bridge materials will actually coincide with any descriptions contained herein or represented on the plans. The Contractor shall be satisfied by the Contractor's own investigation and research, regarding all conditions and materials affecting the work to be done. No additional compensation other than the LUMP SUM bid price for this Item will be made if the materials or work prove to be different than inferred or described herein, or shown on the Plans.

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ITEM 992.31	TEMPORARY SUPPORTS FOR WATER PIPE	LUMP SUM
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GENERAL

The work done under this Item shall conform to the applicable portions of Subsection 995 of the Standard Specifications and the Contract Drawings, except where specifically amended herein.

The work under this Item shall consist of furnishing all labor and materials necessary to provide a temporary utility bridge (superstructure and substructure) to support the existing 8" diameter water main, owned by the Town, as shown on the plans at the Otis Street Utility Bridge location. Refer to the division of responsibilities for more information:

Contactor Responsibilities:

- Provide 30 days notification prior to the required start of any utility bridge work.
- Design, construction, and provide access to a temporary utility bridge prior to repair or replacement of existing utility bridge. Temporary utility bridge shall be designed to accommodate the existing insulation and shall be nondestructive.
- Provide the Town with a construction schedule.

The Contractor shall notify Eversource prior to the start of construction. Eversource contact information is provided herein:

Hussein Alhady, P.E.
Senior Engineer, Gas Project Engineering
P: 508-305-7009
hussein.alhady@eversource.com

The Contractor is responsible for the design of the temporary utility bridge and shall adhere to the requirements specified herein.

- The maximum spacing for each support along the bridge shall not exceed 6'-0". There shall be one support at each end of the temporary utility bridge. These spacing requirements do not excuse the Contractor from coordination with the Town of Northborough Water Department to ensure their specific requirements are being met.
- The temporary utility bridge shall be designed to support the dead load of the pipe and water, hydrostatic and pipe internal pressure, and any anticipated equipment loads.
- The design shall limit pipe deflection and stresses to values not to exceed AWWA/ASTM allowable limits.
- The Contractor shall not install any permanent utility supports and shall not anchor any support structure to the existing dam spillway or impact the hydraulics opening of the Hop Brook below the structure.
- Any damage to the existing utility pipe, beam, bridge, guardrails, abutment, etc. as the result of the Contractor operations shall be repaired at the expense of the Contractor.

The approximate locations of all utilities are shown on the Plans however the Contractor is responsible for confirming the location of all utilities in the field prior to designing the temporary support systems. The Contactor shall be aware of any existing utility layout plans/geometry prior to designing the temporary support system.

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ITEM 992.31 (CONTINUED)

TEMPORARY UTILITY SUPPORT DESIGN AND SUBMITTALS

The temporary utility bridge shall be designed in accordance with the applicable provisions of the latest editions of the *AASHTO Construction Handbook for Bridge Temporary Works* and the *MassDOT Bridge Manual – Hundredth Anniversary Edition*. All utility loading information shall be as specified or appropriately calculated by the Contractor based on the observed field conditions or existing record information.

Prior to the erection of the temporary support system, the Contractor shall provide design plans, calculations, details, shop drawings, product literature, erection details, etc. to the Engineer for review and approval. The design shall ensure that the temporary support system does not extend beyond the existing right of way or temporary easement lines. The design should not impact the existing gas line that is to remain.

The design shall include foundation design for support and shall be designed for all limit states and load requirements as appropriate for each stage of fabrication, shipment, construction, and for the final in-service condition. The design of all temporary utility support structures, including design computations and shop drawings, shall be prepared, and stamped by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts. The shop drawings shall be prepared and submitted in accordance with this Item and the Plans.

The Approval of the shop drawings shall not relieve the Contractor from responsibility for the correctness of the dimensions shown.

MAINTENANCE

Once the temporary utility supports are installed, the Contractor is fully responsible for maintaining the condition, stability, integrity, and full functionality of the temporary supports. Should the utility owner require access to their utilities for any reason, the Contractor shall provide safe means of access.

BASIS OF PAYMENT

Item 992.31 shall be paid for at the Contract LUMP SUM bid price, which shall include the design, fabrication, installation, maintenance, and removal of the temporary utility bridge, as described within this Item. Also included shall be all labor, materials, equipment, and incidental costs required to complete the work as included on the Contractor Documents, as specified herein.

Payment shall be made based on the following percentages: 25% upon approval of design, 50% upon completion of temporary utility support installation, and 25% upon removal of the temporary utility support to the satisfaction and approval of the Engineer.

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ITEM 995.01 BRIDGE STRUCTURE – SCHOOL STREET UTILITY BRIDGE LUMP SUM

GENERAL

The work under this Item shall conform to the applicable provisions of Subsection 995 of the MassDOT Standard Specifications and the specific requirements stipulated below for component parts of this Item. For those component part where no specific requirement is stipulated, the MassDOT Standard Specifications shall apply except for payment.

Work under this Item shall include all materials, equipment, labor, and incidental costs required to construct the following:

- Cast-in-place concrete abutments
- Steel Reinforcement for Structures – Epoxy Coated
- Neoprene Bearing Pads
- Structural Steel – Coated Steel
- Damp-Proofing

Excavation and backfills are paid for under separate payment items in the proposal.

The work does not include any items listed separately in the proposal. Payment for materials shown on the Plans as being part of the bridge structure or which may be incidental to its construction and are not specifically included for payment under another Item shall be considered incidental to the work performed under this Item and shall be included in the unit price of the component of which they are a part.

CEMENT CONCRETE

The work under this Heading shall conform to the applicable provisions of Subsection 901 of the MassDOT Standard Specifications as modified by the following.

All concrete shall be 5000 PSI HP Cement Concrete except as noted in the plans.

The following items shall be considered as included in the price per cubic yard of concrete, as stated by the Contractor and approved by the Engineer in the “Basis of Partial payments”; all formwork, closed cell foam, and all other work considered as incidental to the work involved in furnishing and placing concrete form which payment is not provided elsewhere in the contract, shall be considered as included in the Lump Sum contract price for this Item.

Construction Methods

Strict placing, vibrating, and form stripping practices shall be followed to achieve quality concrete. Voids and forming accessory holes shall be patched as necessary to match the surrounding texture and color to produce a uniform finished product. All concrete shall be placed in the dry.

STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED

The work under this Heading shall conform to the applicable provisions of Subsection 901 of the MassDOT Standard Specifications as modified by the following:

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ITEM 995.01 (CONTINUED)

Special procedures shall be used during handling, storage, and installation to prevent damaging epoxy coating, as outlined in the Concrete Reinforcing Steel Institute (CRSI) report titled “Guidelines for Inspection and Acceptance of Epoxy Coated Reinforcing Steel at the Jobsite”. Any damage to the epoxy coating shall be repaired following this report. A copy of this report must be available at the jobsite for reference.

All reinforcing steel shall be epoxy coated Grade 60 unless otherwise noted on the plans.

Accessories supporting epoxy coated bars or welded wire fabric shall be epoxy coated. Individual and continuous slab bolsters and chairs shall be of a type to suit various conditions encountered and must be capable of supporting a 300 lb. load without damage or permanent distortion.

NEOPRENE BEARING PAD

The work under this Heading shall conform to the applicable provisions of Subsection 922 and the material requirements of M9.14.5 of the MassDOT Standard Specifications. Contractor to fabricate bearing pad(s) as shown in the plans and shall submit shop drawings to the Engineer for approval prior to fabrication.

THERMAL SPRAYED COATING (METALIZING) SHOP APPLIED

This section provides the requirements for shop performed surface preparation; the application of a thermal spray coating (TSC/metalizing); the application of a coating system; and includes field application of coatings and repairs and touch up of all coatings after site erection of the coated structure.

General Information

1. All fabrication shall be completed prior to the application of a thermal sprayed coating. (TSC)
2. All surfaces to be coated shall be cleaned in accordance with SSPC SP-5.
3. All TSC shall be sealed with an approved sealer, except for faying surfaces.
4. After site erection of the structure, perform field touch-up of any damaged coating.
5. All fasteners shall be galvanized and coated with the intermediate and topcoat if applicable.
6. The products of only one thermal spray wire manufacturer and one coating manufacturer shall be used on the entire project.
7. All field painting shall be in accordance with applicable sections of Item 961 of the MassDOT Standards and Specifications.

MATERIALS

Abrasives

Provide abrasives that are clean, dry, and sized properly to provide the specified surface profile. The profile shall be dense, uniform and of sufficient angularity to be acceptable for the application of TSC.

Abrasives shall conform to the following as applicable:

- SSPC-AB 1 for mineral slag abrasives
- SSPC-AB 2 for recycled ferrous metal abrasives
- SSPC-AB 3 for new steel abrasives

Thermal Spray Feedstock

The contractor shall provide material certificates from the supplier that includes the chemical composition and lot number of the wire. At the discretion of the Engineer, random samples of the wire from lots shall be provided. Wire shall conform to ASTM A833. See table below for application and selection of wire type, thickness, and coating system.

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ITEM 995.01 (CONTINUED)

Environmental Zone 2 shall be used for this project.

ENVIRONMENTAL ZONE*	WIRE TYPE	THICKNESS (mils)**	COATING SYSTEM***
1	Zinc-Aluminum	6-9	Three Coat
	Zinc-Aluminum	6-9	Sealer Only
2	Zinc- Aluminum	8-11	Three Coat
	Zinc-Aluminum	9-12	Sealer Only
3	Zinc Aluminum	9-12	Three Coat
	Zinc Aluminum	12-15	Sealer Only

*Zone 1 – Bridges in rural environments, not over waterways, and not over high speed state or interstate highways with potential for salt spray and heavy salt use and de-icing chemical use.

*Zone 2 – Bridges in urban environments, near industrial and manufacturing plants, power plants, or warehouses, over heavy road traffic, or over waterways.

*Zone 3 – Bridges in marine environments, over or close to saltwater waterways, or over high speed state or interstate highways with potential for salt spray and heavy salt use and de-icing chemical use.

** Mil thickness on faying surfaces shall meet the requirements of the slip certificate.

*** Coating systems shall consist of a three coat paint system applied over the metalized surface or a clear sealer applied over the metalized surface.

SUBMITTALS

Submit the following information to the Engineer for approval a minimum of thirty days prior to beginning any coating operations:

- A. Manufacturer's recommendation and field history for the coating system proposed. Include data sheets for all selected coatings to be applied.
- B. Procedures for shop surface preparation, the application of the TSC and application of coatings.
- C. Procedures for coating of field connections.
- D. Procedures for field touch-up surface preparation, application of TSC and application of coating.
- E. Proposed abrasive for use in the shop.
- F. Proposed thermal spray wire to be used and product data sheets. Provide certification of Class B slip coefficient.
- G. A copy of SSPC-QP3/AISC (SPE) certification. This certification must be in effect at the time of bid and must remain in effect throughout the duration of the project.
- H. Quality Systems Manual
- I. Work schedule. Contractor must notify the Engineer a minimum of seven days prior to starting work.

QUALITY CONTROL

- A. The shop performing the application of TSC and coating shall be certified by the American Institute of Steel Construction (AISC) Sophisticated Paint Endorsement (SPE) quality program, or under the Society for Protective Coatings (SSPC) QP3 program, "Standard Procedure for Evaluating Qualification of Shop Painting Applicators" and shall maintain certification throughout the project.

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ITEM 995.01 (CONTINUED)

1. The coating applicator shall have completed a minimum of three structural steel TSC projects that utilized the same coating system as that being specified on this project. Provide project locations, TSC/painting; name, e-mail address, and the telephone number of the owner or owner's representative.
- B. Provide an on-site Quality Control Specialist (QCS) who shall function as a TSC inspector with a minimum of five years of each TSC and coating application experience; and possess SSPC BCI Level 1 or NACE Certified Level 3 or other related certification as accepted by the Engineer. The QCS shall not be a foreman or a member of the Contractor's production staff. The QCS's sole purpose shall be quality control testing, inspection and reporting.

PRE-APPLICATION MEETING

A pre-application meeting will be held prior to any steel fabrication that includes the application of thermal spray applied coatings. This meeting is separate from the pre-construction meeting for the entire project. The following parties are required to attend this meeting: TSC/applicator, QCS, and Engineer / Town Representatives. Other project personnel should attend as may be needed.

PERSONNEL QUALIFICATION

The applicators of the thermally applied material shall be individually qualified to apply the TSC as follows:

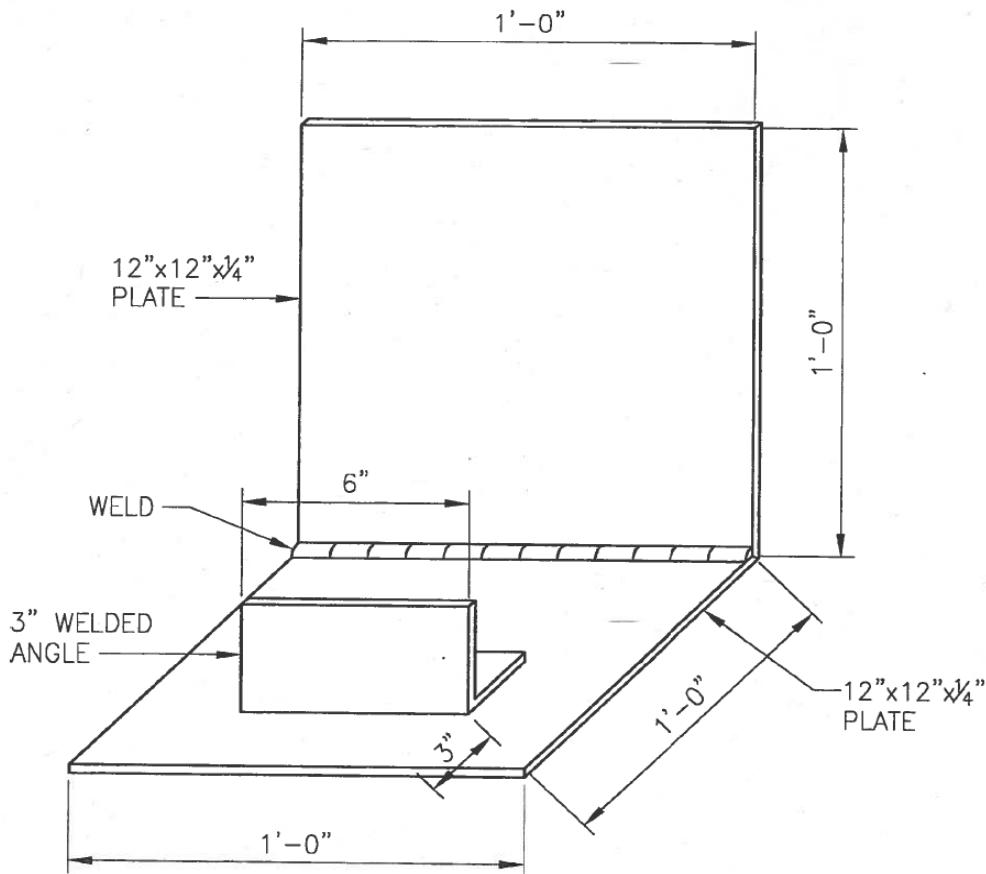
1. Each applicator must complete a practical test designed to demonstrate the ability to set up and operate the equipment to apply the material to the specified thicknesses to a minimum of 10 square feet of representative steel surfaces, and to successfully pass the surface preparation, bend, and cut tests specified herein. Administer the qualification testing, document the results in writing, and retain the bend test coupons for the duration of the project.
2. At the discretion of the Engineer, requalify the applicators at any time during the project to reconfirm the proficiency and the quality of the workmanship being provided. This may be required at any time due to unacceptable or failing results of the bend test, cut test, or poor workmanship.

SHOP QUALIFICATIONS

Prior to proceeding with the production blast cleaning operations prepare a minimum of five Job Reference Standards (JRS) test plates. Blast clean all surfaces of each test plate using the same equipment and abrasive that will be used for the production work. After acceptance of the surface cleanliness and profile, apply the TSC to all surfaces of each test plate. After acceptance of the TSC apply the sealer to be used with the three coat system to three test plates excluding the bottom surface of all test plates. After curing apply a coat of epoxy to two of the three test plates excluding the bottom surface. After curing apply a coat of the polyurethane topcoat to one test plates on all surfaces excluding the bottom surface. Apply the clear sealer to the last remaining TSC plate. Bottom surfaces of the prepared plates shall be used for cut testing as specified. Surface preparation and application shall be witnessed by an Engineer representative. *See drawing below for dimensions and construction.*

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ITEM 995.01 (CONTINUED)



Configuration of JRS Test Plates

SURFACE PREPARATION

For cleaning that utilizes compressed air, utilize only clean, dry air. Conduct blotter test(s) in accordance with ASTM D4285 a minimum of one time each shift for each compressor system in use to verify that the air supply is free of moisture and oil contamination. Conduct the tests in the presence of the Engineer

Weld Spatter, Sharp Edges, Flame-Cut Steel, Holes, Fins, and Silvers

Remove slag, flux deposits, fins, slivers, burrs, and weld spatter from the steel. Grind any sharp edges around holes. Break all flame-cut and sheared edges. If blast profile is degraded by grinding restore profile by abrasive blasting.

Solvent Cleaning

Where oil and grease are present on the bare steel, remove by solvent cleaning to SSPC-SP 1 prior to blast cleaning. If contamination remains after blast cleaning, reclean with solvent prior to application of the TSC.

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ITEM 995.01 (CONTINUED)

Cleaning of galvanized bolts prior to the application of paint to bolted connections in the shop or in the field all galvanized fasteners shall be cleaned of all lubricating wax. Cleaning shall be in accordance with SSPC-SP-1, Solvent Cleaning, method 4.1.1. The contractor is responsible to identify the solvent and method needed to remove all lubricant. Cleanliness will be determined by the use of a white cloth wipe test. The test will be performed by the engineer using a clean white cloth and the same solvent used by the Contractor for cleaning. The cloth shall be wetted and rung to a damp condition, placed on selected fasteners and rubbed with a twisting motion around the entire exposed surface of the previously waxed surfaces of the fastener. A minimum of 3 alternating rotations shall be done. Acceptance of cleanliness is with no color transfer to the cloth. A minimum of 10% of the bolts at each bolted connection shall be tested for cleanliness.

Abrasive Blasting

Blast clean all steel to, SSPC-SP5 "White Metal Surface Cleanliness." Determine the SP5 condition by use of SSPC-Vis 1. In the event of a conflict between the pictorial standard and the written definition the written definition shall prevail. Abrasive blast cleaned surfaces shall have a dense, uniform pattern of sharp, angular depressions and ridges, between 3.5-5.0 mils.

Surface preparation is defined as complete when all remedial repairs have been performed and the piece is accepted by both QC and the Engineer's QA.

Verification of the profile height will be performed in accordance with ASTM D 4417 Method C.

Manual Blasting shall have a minimum of one profile depth measurement every 10 to 20 ft², of blasted surface.

Automated Blasting shall have a minimum of two profile depth measurements every 100 ft². When acceptable results are obtained on three consecutive days in which testing is conducted, the test frequency may be reduced to two spot readings for every 1,000 ft² providing the preparation method remains unchanged. If unacceptable results are encountered during testing or the preparation method has changed in any way, testing will revert back to a frequency of two tests per every 100 ft², until acceptable results are once again achieved over a three day period.

Profile replica tape shall be filed with the project inspection records. The Engineer with the use of a surface profile comparator will randomly inspect angularity of the profile.

The use of steel shot is not permitted.

TSC AND COATING APPLICATION

Storage, Testing and Sampling

The Contractor shall provide protection from the elements and ensure that the paint is not subjected to temperatures outside the manufacturer's recommended extremes.

ITEM 995.01 (CONTINUED)

Before the Contractor will be permitted to use any paint, the material provided for application shall have been sampled, tested and approved in accordance with Section M7. The Engineer needs a minimum of fourteen days after the receipt of samples to test and approve.

Mixing and Thinning

Before the paint is applied, each component shall be mechanically mixed to ensure the pigment is completely dispersed. Mixing of components shall be accomplished by mechanical mixing, boxing or hand mixing of components will not be allowed. Any special precautions or requirements for mixing by the manufacturer shall be followed. Paint shall be kept thoroughly mixed in spray pots or containers during application. The pot life shall not be exceeded or attempts made to extend pot life with the addition of solvent.

If it is necessary for any reason to thin paint it will be done in the presence of the Engineer, in accordance with the manufacturer's recommendations. Thinning must be performed using a measuring cup marked in ounces or milliliters. Other methods, such as eyeballing, are not acceptable. Thinner shall be supplied from and recommended by the same manufacturer as the paint system.

For multi component paints, the mixing of half or partial kits is not allowed. If the need for small quantities of paint is anticipated, the contractor should order materials accordingly.

Application

Prior to the application of any coating material, the Engineer's approval must be obtained. All surfaces painted prior to the Engineer's approval, shall require the complete removal of the coating applied.

Thermal Sprayed Coating

Apply the TSC within six hours after the final abrasive blast cleaning is performed. If the steel is blast cleaned and remains unmetallized for longer than six hours, or if cleaned steel exhibits evidence of rustback, blast clean it again prior to metalizing. Remove abrasive residue and dust from the surface. Apply the metalizing only after the Engineer has accepted the prepared surface.

Bend Testing for Evaluation of the TSC

Conduct bend tests of applied TSC each day prior to production application. Unless otherwise required by the Engineer, each day that TSC will be applied, conduct bend testing before beginning the production work. For each TSC applicator, blast clean five carbon steel coupons measuring 0.05 inches in thickness, 2 inches width, and between 5 and 8 inches in length. Use the same equipment and abrasive used for the production work. Have each applicator apply the TSC to five coupons in accordance with the requirements of this Section to dry film thickness between 8 and 15 mils. Conduct 180° bend testing on all five coupons using the appropriate mandrel in accordance with the requirements and acceptance criteria of SSPC-CS 23. Minor cracks that cannot be lifted from the substrate with a knife blade are acceptable. If lifting on any of the coupons is possible, modify the surface preparation/TSC process until acceptable results are achieved before proceeding with the production work.

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ITEM 995.01 (CONTINUED)

Apply the TSC in accordance with the requirements of the material supplier, this specification, approved procedures and SSPC-CS 23.

The completion of TSC is defined as after the spraying of TSC is complete and all remedial repairs have been performed and the piece is accepted by both QC and MassDOT QA.

Touch-up of bare steel and/or TSC damage shall be done with organic zinc rich primer. The total area subject to repair shall be no more than .50 % of the total square foot of the piece requiring repair. The dry film thickness of the applied coating shall be a minimum of 5 mils. Surface preparation for all repair areas shall be as specified in, "Surface Preparation and Abrasives" paragraph 3. The maximum individual repair shall be limited to 1 square foot. Areas larger than 1 square foot shall be re-blasted and the TSC applied in accordance with this document.

Sealer Coat

Apply the seal coat to the TSC after the Engineer has accepted the TSC. The seal coat shall be thin enough when applied to penetrate into the body of the TSC and seal the porosity. Added thickness to porous TSC should not be measurable. Typically the seal coat is applied at a spreading rate resulting in a theoretical 1.5 mils dry film thickness. Apply the seal coat in accordance with the manufacturer's instructions as soon as possible after the application of the TSC but in no case greater than 6 hours. Verify that the TSC surface is clean and dry prior to the application of the sealer. If grease, oil, or similar contaminants become deposited on the TSC, remove them in accordance with SSPC-SP 1 prior to the application of the seal coat.

Paint

Applied coatings shall not exhibit, runs, sags, holidays, wrinkling, pinholes, nap hair, topcoat gloss or color variations, or other film discontinuities.

Repair of unacceptable areas that involve removal of the coating system or part of it, shall require surface preparation and coating equal to that specified. Repair procedures used for any unacceptable coating shall be those supplied by the contractor and approved by the Engineer.

Application of full coats of paint shall be accomplished by spray equipment. Spray equipment shall meet the requirements of the coating manufacturer and be in proper working order.

Application by brush and roller will be allowed for limited access areas. Brushes and roller covers recommended by the coating manufacturer shall be used. Areas brushed and rolled will have a uniform thickness and be free of defects and excessive coating thickness.

All coating shall be applied according to the latest manufacturer's data sheet or approved recommendations. The maximum recoat times of the primer, intermediate and finish coats shall not be exceeded.

Application of coatings shall not be done when the relative humidity is above 85% or when the surface temperature of the steel is less than 5°F above the Dew Point. Paint shall not be applied when the surface temperature is below 50°F or when the surface temperature is above 110°F.

ITEM 995.01 (CONTINUED)

If requested by the Engineer the Contractor shall provide written instructions from the coating manufacturer indicating the length of time that each coat must be protected from cold or inclement weather (e.g., exposure to rain) during its curing or drying period.

Paint shall not be applied when, in the Engineer's judgment, conditions are or will become unsatisfactory for application and proper cure. All changes as to the application parameters other than specified must be the manufacturer's and presented in writing and approved by the Engineer. Ambient conditions should be closely monitored so that proper cure/drying is achieved prior to recoat. In no case shall a succeeding coat of paint be applied before the previous coat has cured/dried sufficiently for recoat as per manufactured data sheet.

If required, contaminated surfaces shall be cleaned in accordance with SSPC- SP 1 Solvent Cleaning method 4.1.1.

Measurement of the ambient conditions shall be done in accordance with ASTM, E 337 Test Method for "Measuring Humidity with a Psychrometer" (the Measurement of Wet and Dry bulb Temperatures).

When the primer has cured sufficiently for recoat, all bridge components to be painted shall receive a full intermediate coat.

When the intermediate coat has cured sufficiently for recoat, all bridge components to be painted shall receive the finish coat.

Coating Thickness

Apply the shop and field coats to the dry film thicknesses as specified.

1. Determine the cumulative dry film thickness of each coat using a magnetic dry film thickness gage in accordance with SSPC-CS 23 and SSPC-PA 2 with the following exceptions:
 - a. Take readings on each 100 square-foot increment of the surface.
 - b. The minimum specified thickness of the TSC must be achieved at each individual spot measurement location (i.e., the 20 percent under run allowed by SSPC-PA 2 is not permitted for the metalizing).
2. If the thickness of any coat (TSC, seal coat, intermediate coat or top coat) is less than specified, apply additional material in accordance with the manufacturer's instructions and this Section before applying the next coat. Before applying additional TSC, visually confirm that there is no evidence of oxidation or contamination on the surface.
3. Thickness of applied TSC greater than the contract specified shall be reported to the MassDOT-Highway QA inspector in writing prior to the end of the shift. The thickness of the applied TSC shall not be more than 120% of the specified range for the zone specified.
4. Application of TSC to faying surfaces that require a slip rating shall not be more than the maximum thickness specified in the environmental zone chart for each zone included in the materials section of this specification.

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ITEM 995.01 (CONTINUED)

5. The minimum adhesion value of the unsealed TSC shall be the average of 3 spot reading resulting in an average of 700psi for each 500 sq/ft.

Access for Engineer Inspection

Provide safe access and sufficient time for Engineer inspections for any and all phases of the work, including but not limited to surface preparation, the application of each coat (including field coat), and for an inspection of the completed system.

Quality Control Documentation

Copies of Quality Control daily inspection and testing documents will be provided to the Engineer within 24 hours.

SCHEDULE OF BASIS FOR PARTIAL PAYMENT

Within ten (10) days after Notice to Proceed, the Contractor shall submit on his/her proposal form a schedule of unit prices for the major component Sub-Items that make up Item 995.01 as well as his/her total bridge structure Lump Sum cost for the School Street Utility Bridge Structure. The bridge structure Lump Sum breakdown quantities provided in the proposal form are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the LUMP SUM Contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual bridge components.

The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 995.01 and no further compensation will be allowed.

Sub-Item	Description	Quantity	Unit	Unit Price	Total
904.3	5000 PSI, 3/8 INCH, 710 HP Cement Concrete	10	CY	_____	_____
910.1	Steel Reinforcement for Structures – Epoxy Coated	150	LB	_____	_____
921.1	Neoprene Bearing Pads	4	EA	_____	_____
960.1	Structural Steel – Coated Steel	6600	LB	_____	_____
970.	Damp-Proofing	20	SY	_____	_____
Total Cost of Item 995.01			\$		_____

The schedule on the proposal form applies only to the School Street Utility Bridge Structure. Payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

END OF SECTION

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

APPENDIX A

PREVAILING WAGE RATES



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

MAURA HEALY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Northborough **City/Town:** NORTHBOROUGH
Contract Number:
Description of Work: Project includes the rehabilitation and construction of two utility bridge structures to support water lines at Otis Street over the Hop Brook and School Street over the Assabet River in Northborough, MA.
Job Location: Otis Street and School Street

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 TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR 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"							
AIR TRACK OPERATOR (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)"							
ASBESTOS WORKER (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 2	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
	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"							
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
	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

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
Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
Apprentice to Journeyworker Ratio: 1:4							
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 (WORCESTER)	8/1/2026	\$69.36	\$11.49	\$15.57	\$7.33	\$0.00	\$103.75
	2/1/2027	\$70.76	\$11.49	\$15.57	\$7.33	\$0.00	\$105.15
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.33	\$0.00	\$67.30
2	60.00	\$39.49	\$11.49	\$15.57	\$7.33	\$0.00	\$73.88
3	70.00	\$46.07	\$11.49	\$15.57	\$7.33	\$0.00	\$80.46
4	80.00	\$52.65	\$11.49	\$15.57	\$7.33	\$0.00	\$87.04
5	90.00	\$59.23	\$11.49	\$15.57	\$7.33	\$0.00	\$93.62
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER	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"							
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	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	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	
Apprentice: CARPENTER								
Effective Date: 3/1/2026								
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	
Apprentice to Journeyworker Ratio: 1:5								
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								
Apprentice: CARPENTER WOOD FRAME								
Effective Date: 10/1/2025								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67	
2	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67	
3	65.00	\$18.04	\$7.02	\$0.00	\$1.00	\$0.00	\$26.06	
4	70.00	\$19.43	\$7.02	\$0.00	\$1.00	\$0.00	\$27.45	
5	75.00	\$20.81	\$7.02	\$3.80	\$1.00	\$0.00	\$32.63	
6	80.00	\$22.20	\$7.02	\$3.80	\$1.00	\$0.00	\$34.02	
7	85.00	\$23.59	\$7.02	\$3.80	\$1.00	\$0.00	\$35.41	
8	90.00	\$24.98	\$7.02	\$3.80	\$1.00	\$0.00	\$36.80	
Apprentice: CARPENTER WOOD FRAME								
Effective Date: 10/1/2026								
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
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Apprentice: CEMENT MASONRY/PLASTERING**Effective Date: 1/1/2026**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total Rate
		Base Wage				Unemployment	
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

Apprentice: CEMENT MASONRY/PLASTERING**Effective Date: 7/1/2026**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total Rate
		Base Wage				Unemployment	
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

Apprentice to Journeyworker Ratio: 1:5

CHAIN SAW 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"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	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	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)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: DELEADER (BRIDGE)								
Effective Date: 1/1/2026								
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	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"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 2	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	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: CONCRETE CUTTER/SAWYER	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 2	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	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

Construction

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

Apprentice: ELECTRICIAN								
Effective Date: 9/6/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental	Unemployment	Total Rate
1	40.00	\$19.75	\$15.96	\$0.59	\$0.00	\$0.00	\$0.00	\$36.30
2	45.00	\$22.22	\$15.96	\$0.67	\$0.00	\$0.00	\$0.00	\$38.85
3	48.00	\$23.70	\$15.96	\$13.80	\$2.61	\$0.00	\$0.00	\$56.07
4	55.00	\$27.16	\$15.96	\$13.90	\$2.99	\$0.00	\$0.00	\$60.01
5	65.00	\$32.10	\$15.96	\$14.05	\$3.53	\$0.00	\$0.00	\$65.64
6	80.00	\$39.50	\$15.96	\$14.28	\$4.35	\$0.00	\$0.00	\$74.09

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87
ELEVATOR CONSTRUCTORS LOCAL 41							

Apprentice: ELEVATOR CONSTRUCTOR								
Effective Date: 1/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental	Unemployment	Total Rate
1	50.00	\$34.62	\$16.38	\$0.00	\$0.00	\$0.00	\$0.00	\$51.00
2	55.00	\$38.08	\$16.38	\$11.06	\$10.70	\$0.00	\$0.00	\$76.22
3	65.00	\$45.00	\$16.38	\$11.06	\$10.70	\$0.00	\$0.00	\$83.14
4	70.00	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$0.00	\$86.60
5	80.00	\$55.38	\$16.38	\$11.06	\$10.70	\$0.00	\$0.00	\$93.52

Apprentice: ELEVATOR CONSTRUCTOR								
Effective Date: 1/1/2027								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental	Unemployment	Total Rate
1	50.00	\$36.12	\$16.48	\$0.00	\$0.00	\$0.00	\$0.00	\$52.60
2	55.00	\$39.73	\$16.48	\$11.16	\$11.00	\$0.00	\$0.00	\$78.37
3	65.00	\$46.95	\$16.48	\$11.16	\$11.00	\$0.00	\$0.00	\$85.59

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	70.00	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
5	80.00	\$57.78	\$16.48	\$11.16	\$11.00	\$0.00	\$96.42
Apprentice to Journeyworker Ratio: 1:1							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
ELEVATOR CONSTRUCTORS LOCAL 41							
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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	\$28.09	\$10.15	\$9.50	\$9.21	\$0.00	\$56.95
LABORERS	6/1/2026	\$29.21	\$10.15	\$9.50	\$9.21	\$0.00	\$58.07
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	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	3/1/2024	\$48.93	\$10.33	\$11.47	\$8.80	\$0.00	\$79.53
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER**Effective Date: 3/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.47	\$10.33	\$0.00	\$1.76	\$0.00	\$36.56
2	55.00	\$26.91	\$10.33	\$0.00	\$1.76	\$0.00	\$39.00
3	60.00	\$29.36	\$10.33	\$0.00	\$3.52	\$0.00	\$43.21
4	65.00	\$31.80	\$10.33	\$0.00	\$3.52	\$0.00	\$45.65
5	70.00	\$34.25	\$10.33	\$11.47	\$5.28	\$0.00	\$61.33
6	75.00	\$36.70	\$10.33	\$11.47	\$5.28	\$0.00	\$63.78
7	80.00	\$39.14	\$10.33	\$11.47	\$7.04	\$0.00	\$67.98
8	85.00	\$41.59	\$10.33	\$11.47	\$7.04	\$0.00	\$70.43

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	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"

GENERATOR/LIGHTING PLANT/HEATERS	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"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)**Effective Date: 1/1/2026**

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	\$6.88	\$0.00	\$44.21
3	60.00	\$29.44	\$10.35	\$0.00	\$7.50	\$0.00	\$47.29

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)								
Effective Date: 1/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
4	65.00	\$31.89	\$10.35	\$0.00	\$8.13	\$0.00	\$50.37	
5	70.00	\$34.34	\$10.35	\$12.00	\$8.75	\$0.00	\$65.44	
6	75.00	\$36.80	\$10.35	\$12.00	\$9.38	\$0.00	\$68.53	
7	80.00	\$39.25	\$10.35	\$12.00	\$10.00	\$0.00	\$71.60	
8	90.00	\$44.15	\$10.35	\$12.00	\$11.25	\$0.00	\$77.75	
Apprentice to Journeyworker Ratio: 1:1								
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)		7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63		7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63		1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER)	9/1/2025	\$55.00	\$12.70	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

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

HVAC MECHANIC	9/1/2025	\$55.00	\$12.70	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

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

HYDRAULIC DRILLS	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"

HYDRAULIC DRILLS (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

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

INSULATOR (PIPES & TANKS)	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.69	\$14.75	\$9.27	\$5.05	\$0.00	\$57.76
2	60.00	\$34.43	\$14.75	\$9.32	\$6.05	\$0.00	\$64.55
3	70.00	\$40.17	\$14.75	\$9.37	\$7.06	\$0.00	\$71.35
4	80.00	\$45.90	\$14.75	\$9.42	\$8.07	\$0.00	\$78.14

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	9/16/2025	\$57.57	\$9.05	\$12.75	\$14.50	\$0.00	\$93.87
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (WORCESTER AREA)							

Apprentice: IRONWORKER/WELDER							
Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.54	\$9.05	\$12.75	\$4.50	\$0.00	\$60.84
2	75.00	\$43.18	\$9.05	\$12.75	\$4.50	\$0.00	\$69.48
3	85.00	\$48.93	\$9.05	\$12.75	\$4.50	\$0.00	\$75.23

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental	Unemployment	Total Rate
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Apprentice: LABORER**Effective Date: 12/1/2025**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total
		Base Wage				Unemployment	
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

Apprentice: LABORER**Effective Date: 6/1/2026**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total
		Base Wage				Unemployment	
1	60.00	\$25.60	\$10.15	\$9.50	\$9.11	\$0.00	\$54.36
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

Apprentice: LABORER (HEAVY & HIGHWAY)**Effective Date: 12/1/2025**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total
		Base Wage				Unemployment	
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

Apprentice: LABORER (HEAVY & HIGHWAY)**Effective Date: 6/1/2026**

Step	Percent	Apprentice	Health	Pension	Annuity	Supplemental	Total
		Base Wage				Unemployment	
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
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
	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	12/1/2025	\$41.31	\$10.15	\$9.50	\$9.65	\$0.00	\$70.61
LABORERS	6/1/2026	\$42.75	\$10.15	\$9.50	\$9.65	\$0.00	\$72.05
LABORERS - ZONE 2	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	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: MASON TENDER (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)"

LABORER: MULTI-TRADE 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: TREE REMOVER	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
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Construction

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

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	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"

LASER BEAM OPERATOR (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)"

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
1	50.00	\$33.99	\$11.49	\$15.57	\$7.99	\$0.00	\$69.04
2	60.00	\$40.78	\$11.49	\$15.57	\$7.99	\$0.00	\$75.83
3	70.00	\$47.58	\$11.49	\$15.57	\$7.99	\$0.00	\$82.63
4	80.00	\$54.38	\$11.49	\$15.57	\$7.99	\$0.00	\$89.43
5	90.00	\$61.17	\$11.49	\$15.57	\$7.99	\$0.00	\$96.22

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.66	\$11.49	\$15.57	\$7.99	\$0.00	\$69.71
2	60.00	\$41.59	\$11.49	\$15.57	\$7.99	\$0.00	\$76.64
3	70.00	\$48.52	\$11.49	\$15.57	\$7.99	\$0.00	\$83.57
4	80.00	\$55.46	\$11.49	\$15.57	\$7.99	\$0.00	\$90.51
5	90.00	\$62.39	\$11.49	\$15.57	\$7.99	\$0.00	\$97.44

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	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"

MECHANICS MAINTENANCE	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"

MILLWRIGHT (Zone 2)	1/5/2026	\$47.36	\$10.08	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)**Effective Date: 1/5/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MILLWRIGHT (Zone 2)								
Effective Date: 1/5/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	55.00	\$26.05	\$10.08	\$0.00	\$5.50	\$0.00	\$41.63	
2	65.00	\$30.78	\$10.08	\$0.00	\$6.50	\$0.00	\$47.36	
3	75.00	\$35.52	\$10.08	\$11.47	\$7.50	\$0.00	\$64.57	
4	85.00	\$40.26	\$10.08	\$11.47	\$8.50	\$0.00	\$70.31	

Apprentice Notes

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER	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							

Apprentice: PAINTER (BRIDGES/TANKS)**Effective Date: 1/1/2026**

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

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (BRIDGES/TANKS)								
Effective Date: 1/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
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
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) ***Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$48.52	\$10.35	\$12.00	\$12.60	\$0.00	\$83.47
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.26	\$10.35	\$0.00	\$0.00	\$0.00	\$34.61
2	55.00	\$26.69	\$10.35	\$0.00	\$6.93	\$0.00	\$43.97
3	60.00	\$29.11	\$10.35	\$0.00	\$7.56	\$0.00	\$47.02
4	65.00	\$31.54	\$10.35	\$0.00	\$8.19	\$0.00	\$50.08
5	70.00	\$33.96	\$10.35	\$12.00	\$8.82	\$0.00	\$65.13

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	75.00	\$36.39	\$10.35	\$12.00	\$9.45	\$0.00	\$68.19
7	80.00	\$38.82	\$10.35	\$12.00	\$10.08	\$0.00	\$71.25
8	90.00	\$43.67	\$10.35	\$12.00	\$11.34	\$0.00	\$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, NEW) ***Effective Date: 1/1/2026**

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

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$47.12	\$10.35	\$12.00	\$12.60	\$0.00	\$82.07
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)**Effective Date: 1/1/2026**

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

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER TRAFFIC MARKINGS (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

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

PANEL & PICKUP TRUCKS DRIVER	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
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PILE DRIVER LOCAL 56
PILE DRIVER LOCAL 56 (ZONE 2)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.39	\$10.08	\$0.00	\$2.53	\$0.00	\$36.00
2	55.00	\$28.58	\$10.08	\$0.00	\$5.07	\$0.00	\$43.73
3	70.00	\$36.38	\$10.08	\$11.62	\$7.60	\$0.00	\$65.68
4	80.00	\$41.58	\$10.08	\$11.62	\$10.14	\$0.00	\$73.42

Apprentice to Journeyworker Ratio: 1:5

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)"

PLUMBER & PIPEFITTER	9/1/2025	\$55.00	\$12.70	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.00	\$12.70	\$0.00	\$0.00	\$0.00	\$34.70
2	50.00	\$27.50	\$12.70	\$0.00	\$0.00	\$0.00	\$40.20
3	60.00	\$33.00	\$12.70	\$0.00	\$0.00	\$0.00	\$45.70
4	70.00	\$38.50	\$12.70	\$0.00	\$8.06	\$0.00	\$59.26
5	80.00	\$44.00	\$12.70	\$0.00	\$8.06	\$0.00	\$64.76
Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$23.12	\$11.30	\$0.00	\$0.00	\$0.00	\$34.42
2	50.00	\$28.90	\$11.30	\$0.00	\$0.00	\$0.00	\$40.20
3	60.00	\$34.68	\$11.30	\$0.00	\$0.00	\$0.00	\$45.98
4	70.00	\$40.46	\$11.30	\$0.00	\$8.06	\$0.00	\$59.82
5	80.00	\$46.24	\$11.30	\$0.00	\$8.06	\$0.00	\$65.60
Apprentice to Journeyworker Ratio: 1:3							
PNEUMATIC CONTROLS (TEMP.)	9/1/2025	\$55.00	\$12.70	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR	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"							
PNEUMATIC DRILL/TOOL OPERATOR (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)"							
POWDERMAN & BLASTER	12/1/2025	\$42.22	\$10.15	\$9.50	\$9.11	\$0.00	\$70.98
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	12/1/2025	\$42.22	\$9.90	\$9.50	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$43.66	\$9.90	\$9.50	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	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	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"							
PUMP OPERATOR (CONCRETE)	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"							
PUMP OPERATOR (DEWATERING, OTHER)	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"							
READY-MIX CONCRETE DRIVER	1/1/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$0.00	\$45.01
TEAMSTERS 170							
TEAMSTERS 170 - Dauphinais (Bellingham)							
RECLAIMERS	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"							
RIDE-ON MOTORIZED BUGGY 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"							
ROLLER/SPREADER/MULCHING MACHINE	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"							
ROOFER (Inc.Roofer Waterproofng &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							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ROOFER (Inc.Roofers Waterproofng &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

Classification	Effective Date	Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ROOFER (Inc.Roofers Waterproofng &Roofer Damproofg)									
Effective Date: 2/1/2026									
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	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

Apprentice: SHEETMETAL WORKER
Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER								
Effective Date: 7/1/2025								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
6	70.00	\$30.44	\$9.06	\$9.91	\$0.00	\$1.39	\$50.80	
7	75.00	\$32.61	\$9.71	\$9.91	\$0.00	\$1.47	\$53.70	
8	80.00	\$34.78	\$10.35	\$9.91	\$8.72	\$1.78	\$65.54	
9	85.00	\$36.96	\$11.00	\$9.91	\$8.72	\$1.86	\$68.45	
10	90.00	\$39.13	\$11.65	\$9.91	\$8.72	\$1.94	\$71.35	

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER								
Effective Date: 7/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33	
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81	
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25	
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17	
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08	
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01	
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92	
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98	
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90	
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82	

Apprentice to Journeyworker Ratio: 1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1							

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER								
Effective Date: 1/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51	
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02	

Construction

Classification		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER								
Effective Date: 1/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54	
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05	
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57	
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08	
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60	
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11	
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64	
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14	

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER 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"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	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"

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

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

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

Apprentice: TERRAZZO FINISHERS**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.12	\$11.49	\$15.57	\$8.02	\$0.00	\$69.20
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
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER	12/1/2025	\$52.70	\$10.15	\$9.50	\$9.80	\$0.00	\$82.15
LABORERS	6/1/2026	\$54.25	\$10.15	\$9.50	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	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	12/1/2025	\$48.82	\$10.15	\$9.50	\$9.80	\$0.00	\$78.27
LABORERS	6/1/2026	\$50.37	\$10.15	\$9.50	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.87	\$10.15	\$9.50	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15
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"							
TRACTORS/PORTABLE STEAM GENERATORS	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"							
TRAILERS FOR EARTH MOVING EQUIPMENT	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	12/1/2025	\$60.93	\$10.15	\$9.50	\$10.25	\$0.00	\$90.83
LABORERS	6/1/2026	\$62.48	\$10.15	\$9.50	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	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)	12/1/2025	\$62.93	\$10.15	\$9.50	\$10.25	\$0.00	\$92.83
LABORERS	6/1/2026	\$64.48	\$10.15	\$9.50	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	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	12/1/2025	\$53.00	\$10.15	\$9.50	\$10.25	\$0.00	\$82.90
LABORERS	6/1/2026	\$54.55	\$10.15	\$9.50	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$56.05	\$10.15	\$9.50	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/1/2025	\$55.00	\$10.15	\$9.50	\$10.25	\$0.00	\$84.90
LABORERS	6/1/2026	\$56.55	\$10.15	\$9.50	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$58.05	\$10.15	\$9.50	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/7/2025	\$36.12	\$14.98	\$13.94	\$3.97	\$0.00	\$69.01
ELECTRICIANS LOCAL 96	9/6/2026	\$37.04	\$15.96	\$14.20	\$4.07	\$0.00	\$71.27

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

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

Apprentice: VOICE-DATA-VIDEO TECHNICIAN**Effective Date: 9/6/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.52	\$15.96	\$0.56	\$4.07	\$0.00	\$39.11
2	55.00	\$20.37	\$15.96	\$0.61	\$4.07	\$0.00	\$41.01
3	60.00	\$22.22	\$15.96	\$13.76	\$4.07	\$0.00	\$56.01
4	65.00	\$24.08	\$15.96	\$13.81	\$4.07	\$0.00	\$57.92
5	70.00	\$25.93	\$15.96	\$13.87	\$4.07	\$0.00	\$59.83
6	75.00	\$27.78	\$15.96	\$13.92	\$4.07	\$0.00	\$61.73
7	80.00	\$29.63	\$15.96	\$13.98	\$4.07	\$0.00	\$63.64
8	85.00	\$31.48	\$15.96	\$14.03	\$4.07	\$0.00	\$65.54

Apprentice to Journeyworker Ratio: 1:1

WAGON DRILL 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

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"

WAGON DRILL OPERATOR (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)"

WASTE WATER PUMP OPERATOR	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"

WATER METER INSTALLER	9/1/2025	\$55.00	\$12.70	\$9.71	\$8.06	\$0.00	\$85.47
PLUMBERS LOCAL 4	3/1/2026	\$57.80	\$11.30	\$9.71	\$8.06	\$0.00	\$86.87
PLUMBERS LOCAL 4							

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

Additional Apprentice Information

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

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

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

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

APPENDIX B

OTIS STREET RDA NEGATIVE DETERMINATION



Massachusetts Department of Environmental Protection

Bureau of Water Resources - Wetlands

WPA Form 2 – Determination of Applicability

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

Northborough
Municipality

A. General Information

Important:

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



From:

Northborough

Conservation Commission

To: Applicant

Scott Charpentier, PE

Name

63 Main Street

Mailing Address

Northborough

MA

01532

City/Town

State

Zip Code

508-393-5040x6

Phone Number

scharpentier@town.northborough.ma.us

Email Address

Property Owner (if different from applicant):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Email Address (if known)

1. Project Location:

Otis Street Bridge @ Hop Brook

Street Address

[42.29190](#)

Latitude (Decimal Degrees Format with 5 digits after
decimal e.g. XX.XXXXX)

N/A

Assessors Map/Plat Number

Northborough

City/Town

[-71.65767](#)

Longitude (Decimal Degrees Format with 5 digits after
decimal e.g. -XX.XXXXX)

N/A

Parcel/Lot Number

2. Date Request Filed:

3/26/2025

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

Repair support structure of the existing utility lines on the Otis Street Bridge.

Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Otis Street Over Hop Brook Utility Bridge, TEC Inc.

Title

4/9/2025

Date

Title

Date

Title

Date



Massachusetts Department of Environmental Protection

Bureau of Water Resources - Wetlands

WPA Form 2 – Determination of Applicability

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

Northborough
Municipality

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

- 1. The area described on the referenced plan(s) is an area subject to jurisdiction under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.
- 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

- 2b. The boundaries of Wetlands Resource Area(s) and Buffer Zone(s) listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

- 3. The work described on referenced plan(s) and document(s) is within an area subject to jurisdiction under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to jurisdiction under the Act. Therefore, said work requires the filing of a Notice of Intent
- 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Northborough
Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



Massachusetts Department of Environmental Protection

Bureau of Water Resources - Wetlands

WPA Form 2 – Determination of Applicability

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

Northborough
Municipality

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)(c) 2. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

- 1. The area described in the Request is not an area subject to jurisdiction under the Act or the Buffer Zone.
- 2. The work described in the Request is within an area subject to jurisdiction under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
- 3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to jurisdiction under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).

Notify the Conservation Agent and obtain approval of the sediment control barrier before work begins.

- 4. The work described in the Request is not within an Area subject to jurisdiction under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to jurisdiction under the Act.



Massachusetts Department of Environmental Protection

Bureau of Water Resources - Wetlands

WPA Form 2 – Determination of Applicability

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

Northborough
Municipality

B. Determination (cont.)

5. The area described in the Request is subject to jurisdiction under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

310 CMR 10.02(2)(a)2

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to additional review and approval by:

Northborough

Name of Municipality

Pursuant to a municipal wetlands' ordinance or bylaw.

Northborough Wetlands Bylaw

Name

Chpt. 6 of Municipal Code

Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

By hand delivery on

By certified mail, return receipt request on

4/17/2025

Date

Date

Certified Mail Number

A copy of this Determination has been sent on the same date, considered the date of issuance, to the appropriate DEP Regional Office and the property owner (if not the applicant) in the manner as follows:

DEP

By [eDEP DOA Submittal Platform](#) (Attach this form and supporting documents)

By USPS mail

By hand delivery

4/17/2025

Date

Date

Property Owner (if not applicant)

By mail

By hand delivery

Date

Date



Massachusetts Department of Environmental Protection

Bureau of Water Resources - Wetlands

WPA Form 2 – Determination of Applicability

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

Northborough
Municipality

C. Authorization (cont.)

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. As noted above, a copy must be sent to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) and the property owner (if different from the applicant) on the same date that the Applicant is issued this Determination.

Northborough Conservation Commission

Issuing Authority

Signatures:


Signature


Signature


Signature


Signature


Signature


Signature

Greg Young, Chair

Printed Name

Dan Clark

Printed Name

Todd Helwig

Printed Name

John Johnson

Printed Name

Sadie Stone

Printed Name

Printed Name

Conservatn Agent Vincent Vignaly, Certificate of
Vote 6/29/2020, Book 62901 Page 360

Printed Name

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, 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 Department of Environmental Protection Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see 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 Determination. 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. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

APPENDIX C

SCHOOL STREET ORDER OF CONDITIONS DATED 5/19/2025



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:
 247-1259
 MassDEP File # _____
 eDEP Transaction # _____
 Northborough
 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: Northborough
 Conservation Commission

2. This issuance is for (check one): Order of Conditions Amended Order of Conditions

3. To: Applicant:

Scott

a. First Name

Town of Northborough DPW

c. Organization

63 Main Street

d. Mailing Address

Northborough

e. City/Town

Charpentier

b. Last Name

MA

f. State

01532

g. Zip Code

4. Property Owner (if different from applicant):

a. First Name

Town of Northborough DPW

c. Organization

63 Main Street

d. Mailing Address

Northborough

e. City/Town

b. Last Name

MA

f. State

01532

g. Zip Code

5. Project Location:

School Street Bridge @ Assabet River

a. Street Address

N/A - Roadway

c. Assessors Map/Plat Number

Latitude and Longitude, if known:

Northborough

b. City/Town

d. Parcel/Lot Number

42.30474d m s

d. Latitude

-71.62833d m s

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:
 247-1259
 MassDEP File #
 eDEP Transaction #
 Northborough
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
 Worcester
 a. County _____ b. Certificate Number (if registered land) _____
 N/A - Town Roadway _____
 c. Book _____ d. Page _____
 7. Dates: 3/27/25 5/12/2025 5/19/2025
 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):
 School St over Assabet River Utility Bridge Plans, 3 Sheets
 a. Plan Title _____
 The Engineering Corp. _____ Charles M. Ricciardi, PE _____
 b. Prepared By _____ c. Signed and Stamped by _____
 5/7/25 _____ Varies _____
 d. Final Revision Date _____ e. Scale _____
 f. Additional Plan or Document Title _____ g. Date _____

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

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

a. <input checked="" type="checkbox"/> Public Water Supply	b. <input checked="" type="checkbox"/> Land Containing Shellfish	c. <input checked="" type="checkbox"/> Prevention of Pollution
d. <input checked="" type="checkbox"/> Private Water Supply	e. <input checked="" type="checkbox"/> Fisheries	f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat
g. <input checked="" type="checkbox"/> Groundwater Supply	h. <input checked="" type="checkbox"/> Storm Damage Prevention	i. <input checked="" type="checkbox"/> Flood Control

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

Approved subject to:

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



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:
 247-1259
 MassDEP File #
 eDEP Transaction #
 Northborough
 City/Town

B. Findings (cont.)

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 12'
a. linear feet

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

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	48	48	48	48
	a. square feet	b. square feet	c. square feet	d. square feet
	0	0	0	0
	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	900	900		
	a. total sq. feet	b. total sq. feet		
	900	900	900	900
	c. square feet	d. square feet	e. square feet	f. square feet
	0	0	0	0
	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 247-1259
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 Northborough
 City/Town

B. Findings (cont.)

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

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 247-1259
 MassDEP File #
 eDEP Transaction #
 Northborough
 City/Town

B. Findings (cont.)

<small>* #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.</small>	<p>23. <input type="checkbox"/> Restoration/Enhancement *:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">a. square feet of BVW</td> <td style="width: 50%;">b. square feet of salt marsh</td> </tr> </table> <p>24. <input checked="" type="checkbox"/> Stream Crossing(s):</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">1</td> <td style="width: 50%; text-align: center;">0</td> </tr> <tr> <td>a. number of new stream crossings</td> <td>b. number of replacement stream crossings</td> </tr> </table>	a. square feet of BVW	b. square feet of salt marsh	1	0	a. number of new stream crossings	b. number of replacement stream crossings
a. square feet of BVW	b. square feet of salt marsh						
1	0						
a. number of new stream crossings	b. number of replacement stream crossings						

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

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



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:
247-1259
MassDEP File #

eDEP Transaction #
Northborough
City/Town

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 247-1259 "

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 Special Conditions "Exhibit A" attached

- 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 Northborough 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:

Northborough Wetlands Bylaw

1. Municipal Ordinance or Bylaw
Ch 6 of Mun Code
 - b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Northborough Wetlands Bylaw

1. Municipal Ordinance or Bylaw
Ch 6 of Mun Code
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
 The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Special Conditions - "Exhibit A" Attached



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
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E. Signatures

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

5/19/2025
 1. Date of Issuance

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

5
 2. Number of Signers

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

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

Northborough Conservation Commission

Greg Young
 Signature

Todd Helwig
 Signature

Kelley Marston
 Signature

John Johnson
 Signature

Sadie Stone
 Signature

Signature

Signature

Signature

Vincent Vignaly
 Signature

Greg Young

Printed Name

Todd Helwig

Printed Name

Kelley Marston

Printed Name

John Johnson

Printed Name

Sadie Stone

Printed Name

Printed Name

Printed Name

Consrv. Agent Vincent Vignaly, Cert. of
 Vote 6/29/2020, Book 62901 Page 360

by hand delivery on

by certified mail, return receipt
 requested, on

5/19/2025

Date



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**
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F. Appeals

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

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

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



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G. Recording Information

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

Northborough

Conservation Commission

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

To:

Northborough

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:

Worcester

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

**Town of Northborough
Conservation Commission
Special Conditions
“Exhibit A”**

1. This Order shall apply to any successor in interest or successor in control of the property.
2. Changes to the Plan or Errors & Omissions
 - a. Any change in the plans, or any deviation in construction from the plans, shall require the applicant to file a notice of project change with the Northborough Conservation Commission (the Commission) with a written inquiry as to whether the change is substantial enough to require filing a new Notice of Intent. The Commission shall either hold a public hearing for the purpose of amending this Order or, if the change is substantial, shall require submission of a new Notice of Intent.
 - b. If any plan, calculation, or other data presented to the Office of the Commission is in error or have omissions and are deemed significant by the Commissioners or their Agents, all work will stop at the discretion of the Commission, until the discrepancies have been rectified to the Commission's satisfaction.
 - c. The applicant must notify the Commission in writing of any changes in the plans or implementation of the proposed activity where mandated by any local, state, or federal agencies having jurisdiction over the proposed activity. If, in the opinion of the Commission, any changes in the plans or implementation of the proposed activity so require, then the Commission may modify, amend or rescind this Order in a way consistent with:
 - M.G.L. Chapter 131, Section 40,
 - 310 CMR 10.00, *Wetlands Protection*,
 - the Town of Northborough *Wetlands Bylaw*, and
 - the Commission's *Wetlands Regulations*
- If any provisions of any conditions, or application thereof is held to be invalid, such invalidity shall not affect any other provisions of this Order. If the Commission deems that a proposed change is major or substantial, a new hearing may be required.
3. A Conservation Commissioner, agent of the Commission or the Department of Environmental Protection reserves the right to enter and inspect the property at all reasonable times, until a Certificate of Compliance is issued, to evaluate compliance with this Order of Conditions, the Act, Town Bylaws, 310 CMR 10.00 and town regulations, and may acquire any information, measurements, photographs, observations and/or materials, or may require the submittal of any data or information deemed necessary by the Commission for that evaluation. Further, work shall be halted on the site if the Commissioner, agent, or DEP determines that any of the work is not in compliance with this Order. Work shall not resume until the commission is satisfied that the work will comply and has so notified the applicant in writing.
4. No work may proceed under this Order until all required local, state, and federal permits are obtained and, if requested, submitted to the Office of the Commission.
5. The applicant shall notify the Commission in writing of the name, address, and business and home telephone numbers of the project supervisor or contractor who shall be responsible for ensuring compliance with the conditions in this Order and shall notify the Commission (by telephone, email, or in writing) at least 48 hours prior to commencement of work on the site.

6. When checked, the project will alter more than one acre, including staging, access, and site alteration and therefore must meet the following requirements of the Northborough Stormwater Management and Land Disturbance bylaw:
 - a. A Stormwater Management and Land Disturbance Permit (LD) is required and a Construction Acknowledgement Form shall be completed and submitted before work begins at the site to assure that all parties are aware of the environmental requirements specific to this site.
 - b. A qualified professional Erosion and Sedimentation Control Monitor (ESCM) shall inspect the project weekly and following precipitation events of 0.25" or greater and submit electronic inspection reports to the Conservation Commission within a week of completion.
 - c. The ESCM shall have the authority to stop activities causing, or likely to cause, negative impacts to the wetland resources and/or the 25' No Disturb Zone at the site.
7. The contractor, site engineer, or other individual in charge of work on the site shall have a copy of this Order available on the site at all times.
8. Flagging spaced at intervals not greater than 25 feet apart shall identify the boundaries of all wetland resource areas. Flagging used to identify wetland resource areas shall be of a color different from any other flagging used on the site. Flags shall be checked and replaced as necessary prior to the start of work. The flags shall be maintained until work is complete.
9. The limits of disturbance within the 100-foot buffer zone and wetland resource areas shall be clearly flagged in the field by stakes at intervals not greater than 25 feet apart. A continuous construction barrier consisting of sediment/erosion control devices shall be established between all construction areas and wetland resource areas. The location and installation of the barrier shall be approved by the Commission *prior to construction*.
10. No equipment is to cross or enter wetland resource areas at any time unless the location of disturbance is marked on the plans referenced in this Order and flagged in the field.
11. Equipment storage and refueling operations shall be situated in an upland area at a distance greater than 100 feet from the wetland resource areas.
12. All debris, fill and excavated material shall be stockpiled as far away from wetland resource areas as possible and surrounded by perimeter controls to prevent sediment in surface runoff from entering the wetland resource areas. At no time shall any debris or other material be buried or disposed of within the buffer zone or wetland resource areas, except as allowed by this Order.
13. All utility installations shall be to the Town of Northborough's specifications, standards, and/or State codes.
14. Equipment necessary to quickly attend to inadvertent spills or leaks will be stored on-site in a secure but accessible location. This spill prevention kit shall consist of but not be limited to the following: safety goggles, chemical resistant gloves and overshoe boots, water and chemical fire extinguishers, sand and shovels, suitable chemical and petroleum absorbent materials, storage containers and first aid equipment.
15. Upon completion of the work covered by this Order, the applicant shall submit an as-built plan, in accordance with the provisions of Section 9 of the Wetlands Regulations of the Town of Northborough. The as-built plan shall be stamped and dated and include, at a minimum, and as applicable to the project: a permanent benchmark, location of all drainage and utilities, elevation of

all pipe inverts and outlets, pipe sizes, pipe material; limits of clearing, grading and fill; all structures, limits of pavement, and 2' contours within 100 feet of wetland resource areas; locations of wetland boundaries; all alterations within wetland resource areas and buffers; all wetland replication areas; and location of approved snow storage areas. The as-built plan shall include a list of all discrepancies from the approved plan. If permanent markers were required, the certified as-built plan shall depict the material and their locations. The as-built plan shall be based on the 1988 NGVD vertical datum and the 1983 NAD horizontal datum. The applicant shall also submit a certification by a Massachusetts licensed Professional Engineer stating the drainage system was built substantially in accordance with the design and will perform as designed.

d. When checked, the applicant shall also submit a certification by a Massachusetts licensed Professional Engineer stating the drainage system was built substantially in accordance with the design and will perform as designed.

16. The Commission reserves the right to make further requirements of the applicant should a site inspection show this to be necessary.

EROSION AND SEDIMENT CONTROL

17. Erosion and sediment control devices shall be designed, installed, and maintained in accordance with the General Performance Standards set forth in Section 3.4.3 of the Wetlands Regulations of the Town of Northborough.

18. The work shall be designed and constructed to ensure that there shall be no erosion or sedimentation into wetland resource areas or the 25' No Disturb Zone during construction or after completion of the project.

19. Erosion and sediment control devices shall be installed in the location as shown on the plan.

20. Erosion and sediment control devices shall be inspected and approved by the Commission before the commencement of any site work or site preparation. THE PERIMETER SEDIMENT CONTROLS MUST BE INSPECTED PRIOR TO THE START OF ANY WORK OR A \$100 PER DAY FINE WILL BE LEVIED ON THE APPLICANT AND THE CONTRACTOR.

21. Prior to any earth moving activity, erosion and sediment control devices, as approved by the Commission, shall be placed upgradient of all resource areas along the limit of activity between all disturbed areas and the wetland resource areas. This shall also define the limit of activity downgradient of which no work shall take place. The applicant is also responsible for obtaining a permit from the Earthwork Board when necessary.

22. Erosion and sediment control devices shall remain in place, until all disturbed surfaces have been stabilized with final vegetative cover or the Commission has authorized their removal.

23. Erosion control measures and sediment barriers shall be monitored daily and maintained or reinforced as necessary to ensure and prevent erosion and sedimentation to wetland resource areas. Additional filter fabric and straw wattles shall be stored on site for emergency use.

24. During all phases of construction, all disturbed or exposed areas shall be brought to finished grade and either loamed and seeded for permanent stabilization, in accordance with USDA Natural Resources Conservation Service (NRCS) standards or mechanically stabilized in another way approved by the Commission. Areas that cannot be permanently stabilized within 14 days of disturbance must be temporarily stabilized with straw, mulch or any other protective covering and/or method approved by the Commission.

25. If disturbed soils are to be left idle for longer than two weeks, a temporary cover of rye or other grass should be established following NRCS procedures to prevent erosion and sedimentation. If the season is not appropriate for plant growth, exposed surfaces shall be mechanically stabilized with a cover of mulch or a mat. Prior to winter, by November 30, exposed soils shall be stabilized (e.g. with demonstrated vegetative growth, mulch, impermeable barriers, erosion control blankets, etc.).
26. All exposed soils shall receive a minimum of 4 inches of loam or topsoil prior to seeding and final stabilization.
27. The Commission reserves the right to require any additional erosion, sedimentation, and damage prevention controls it may deem necessary.
28. Use of fertilizers shall be in accordance with manufacturer's recommendations and federal law. Herbicide and pesticide usage shall be in accordance with federal regulations. This condition shall remain in perpetuity and shall be recorded as such on the Certificate of Compliance.
29. Special Conditions number 28 shall extend beyond the Certificate of Compliance, in perpetuity, and shall be referenced in the Certificate of Compliance.

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

APPENDIX C

SCHOOL STREET ORDER OF CONDITIONS DATED 6/16/2025



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:
 247-1259
 MassDEP File #
 eDEP Transaction #
 Northborough
 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: Northborough
 Conservation Commission

2. This issuance is for
 (check one): Order of Conditions Amended Order of Conditions

3. To: Applicant:

<u>Scott</u>	<u>Charpentier</u>
a. First Name	b. Last Name

Town of Northborough DPW

c. Organization

63 Main Street

d. Mailing Address

Northborough

e. City/Town

MA

01532

g. Zip Code

4. Property Owner (if different from applicant):

a. First Name	b. Last Name
---------------	--------------

Town of Northborough DPW

c. Organization

63 Main Street

d. Mailing Address

Northborough

e. City/Town

MA

01532

g. Zip Code

5. Project Location:

<u>School Street Bridge @ Assabet River</u>	<u>Northborough</u>
---	---------------------

a. Street Address

b. City/Town

N/A - Roadway

c. Assessors Map/Plat Number

d. Parcel/Lot Number

Latitude and Longitude, if known: 42.30474d m s

d. Latitude -71.62833d m s

e. Longitude



Massachusetts Department of Environmental Protection
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A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
 Worcester
 a. County _____ b. Certificate Number (if registered land) _____
 N/A - Town Roadway
 c. Book _____ d. Page _____
 7. Dates: 3/27/25 5/12/2025 6/16/2025
 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):
 School St over Assabet River Utility Bridge Plans, 3 Sheets
 a. Plan Title _____
 The Engineering Corp. _____ Charles M. Ricciardi, PE _____
 b. Prepared By _____ c. Signed and Stamped by _____
 5/7/25 _____ Varies _____
 d. Final Revision Date _____ e. Scale _____
 f. Additional Plan or Document Title _____ g. Date _____

B. Findings

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

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

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

Approved subject to:

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



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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) 12'
a. linear feet

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

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	48	48	48	48
Cubic Feet Flood Storage	a. square feet	b. square feet	c. square feet	d. square feet
0	0	0	0	0
	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
	900	900		
9. <input checked="" type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	900	900	900	900
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	0	0	0	0
	g. square feet	h. square feet	i. square feet	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	a. square feet	b. square feet	c. cu yd	d. cu yd
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. cu yd	d. cu yd
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet	c. nourishment	d. nourishment
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet		
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet	c. square feet	d. square feet
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



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B. Findings (cont.)

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

23. Restoration/Enhancement *:

a. square feet of BVW _____ b. square feet of salt marsh _____

24. Stream Crossing(s):

1 _____ 0 _____
 a. number of new stream crossings b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ 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 247-1259”

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 Special Conditions "Exhibit A" attached

- 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 Northborough 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:
Northborough Wetlands Bylaw Ch 6 of Mun Code
1. Municipal Ordinance or Bylaw
 - b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:
Northborough Wetlands Bylaw Ch 6 of Mun Code
1. Municipal Ordinance or Bylaw
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
 The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Special Conditions - "Exhibit A" Attached



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E. Signatures

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

6/16/2025

1. Date of Issuance

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

5

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.

Northborough Conservation Commission


Signature

Greg Young

Printed Name


Signature

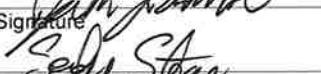
Todd Helwig

Printed Name


Signature

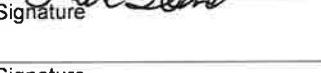
Kelley Marston

Printed Name


Signature

John Johnson

Printed Name


Signature

Sadie Stone

Printed Name


Signature

Printed Name

Consrv. Agent Vincent Vignaly, Cert. of
Vote 6/29/2020, Book 62901 Page 360

by hand delivery on

by certified mail, return receipt
requested, on

6/16/2025

Date



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
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F. Appeals

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

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

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



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G. Recording Information

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

Northborough

Conservation Commission

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

To:

Northborough

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:

Worcester

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

**Town of Northborough
Conservation Commission
Special Conditions
"Exhibit A"**

1. This Order shall apply to any successor in interest or successor in control of the property.
2. Changes to the Plan or Errors & Omissions
 - a. Any change in the plans, or any deviation in construction from the plans, shall require the applicant to file a notice of project change with the Northborough Conservation Commission (the Commission) with a written inquiry as to whether the change is substantial enough to require filing a new Notice of Intent. The Commission shall either hold a public hearing for the purpose of amending this Order or, if the change is substantial, shall require submission of a new Notice of Intent.
 - b. If any plan, calculation, or other data presented to the Office of the Commission is in error or have omissions and are deemed significant by the Commissioners or their Agents, all work will stop at the discretion of the Commission, until the discrepancies have been rectified to the Commission's satisfaction.
 - c. The applicant must notify the Commission in writing of any changes in the plans or implementation of the proposed activity where mandated by any local, state, or federal agencies having jurisdiction over the proposed activity. If, in the opinion of the Commission, any changes in the plans or implementation of the proposed activity so require, then the Commission may modify, amend or rescind this Order in a way consistent with:
 - M.G.L. Chapter 131, Section 40,
 - 310 CMR 10.00, *Wetlands Protection*,
 - the Town of Northborough *Wetlands Bylaw*, and
 - the Commission's *Wetlands Regulations*

If any provisions of any conditions, or application thereof is held to be invalid, such invalidity shall not affect any other provisions of this Order. If the Commission deems that a proposed change is major or substantial, a new hearing may be required.

3. A Conservation Commissioner, agent of the Commission or the Department of Environmental Protection reserves the right to enter and inspect the property at all reasonable times, until a Certificate of Compliance is issued, to evaluate compliance with this Order of Conditions, the Act, Town Bylaws, 310 CMR 10.00 and town regulations, and may acquire any information, measurements, photographs, observations and/or materials, or may require the submittal of any data or information deemed necessary by the Commission for that evaluation. Further, work shall be halted on the site if the Commissioner, agent, or DEP determines that any of the work is not in compliance with this Order. Work shall not resume until the commission is satisfied that the work will comply and has so notified the applicant in writing.
4. No work may proceed under this Order until all required local, state, and federal permits are obtained and, if requested, submitted to the Office of the Commission.
5. The applicant shall notify the Commission in writing of the name, address, and business and home telephone numbers of the project supervisor or contractor who shall be responsible for ensuring compliance with the conditions in this Order and shall notify the Commission (by telephone, email, or in writing) at least 48 hours prior to commencement of work on the site.

6. When checked, the project will alter more than one acre, including staging, access, and site alteration and therefore must meet the following requirements of the Northborough Stormwater Management and Land Disturbance bylaw:
 - a. A Stormwater Management and Land Disturbance Permit (LD) is required and a Construction Acknowledgement Form shall be completed and submitted before work begins at the site to assure that all parties are aware of the environmental requirements specific to this site.
 - b. A qualified professional Erosion and Sedimentation Control Monitor (ESCM) shall inspect the project weekly and following precipitation events of 0.25" or greater and submit electronic inspection reports to the Conservation Commission within a week of completion.
 - c. The ESCM shall have the authority to stop activities causing, or likely to cause, negative impacts to the wetland resources and/or the 25' No Disturb Zone at the site.
7. The contractor, site engineer, or other individual in charge of work on the site shall have a copy of this Order available on the site at all times.
8. Flagging spaced at intervals not greater than 25 feet apart shall identify the boundaries of all wetland resource areas. Flagging used to identify wetland resource areas shall be of a color different from any other flagging used on the site. Flags shall be checked and replaced as necessary prior to the start of work. The flags shall be maintained until work is complete.
9. The limits of disturbance within the 100-foot buffer zone and wetland resource areas shall be clearly flagged in the field by stakes at intervals not greater than 25 feet apart. A continuous construction barrier consisting of sediment/erosion control devices shall be established between all construction areas and wetland resource areas. The location and installation of the barrier shall be approved by the Commission prior to construction.
10. No equipment is to cross or enter wetland resource areas at any time unless the location of disturbance is marked on the plans referenced in this Order and flagged in the field.
11. Equipment storage and refueling operations shall be situated in an upland area at a distance greater than 100 feet from the wetland resource areas.
12. All debris, fill and excavated material shall be stockpiled as far away from wetland resource areas as possible and surrounded by perimeter controls to prevent sediment in surface runoff from entering the wetland resource areas. At no time shall any debris or other material be buried or disposed of within the buffer zone or wetland resource areas, except as allowed by this Order.
13. All utility installations shall be to the Town of Northborough's specifications, standards, and/or State codes.
14. Equipment necessary to quickly attend to inadvertent spills or leaks will be stored on-site in a secure but accessible location. This spill prevention kit shall consist of but not be limited to the following: safety goggles, chemical resistant gloves and overshoe boots, water and chemical fire extinguishers, sand and shovels, suitable chemical and petroleum absorbent materials, storage containers and first aid equipment.
15. Upon completion of the work covered by this Order, the applicant shall submit an as-built plan, in accordance with the provisions of Section 9 of the Wetlands Regulations of the Town of Northborough. The as-built plan shall be stamped and dated and include, at a minimum, and as applicable to the project: a permanent benchmark, location of all drainage and utilities, elevation of

all pipe inverts and outlets, pipe sizes, pipe material; limits of clearing, grading and fill; all structures, limits of pavement, and 2' contours within 100 feet of wetland resource areas; locations of wetland boundaries; all alterations within wetland resource areas and buffers; all wetland replication areas; and location of approved snow storage areas. The as-built plan shall include a list of all discrepancies from the approved plan. If permanent markers were required, the certified as-built plan shall depict the material and their locations. The as-built plan shall be based on the 1988 NGVD vertical datum and the 1983 NAD horizontal datum. The applicant shall also submit a certification by a Massachusetts licensed Professional Engineer stating the drainage system was built substantially in accordance with the design and will perform as designed.

d. When checked, the applicant shall also submit a certification by a Massachusetts licensed Professional Engineer stating the drainage system was built substantially in accordance with the design and will perform as designed.

16. The Commission reserves the right to make further requirements of the applicant should a site inspection show this to be necessary.

EROSION AND SEDIMENT CONTROL

17. Erosion and sediment control devices shall be designed, installed, and maintained in accordance with the General Performance Standards set forth in Section 3.4.3 of the Wetlands Regulations of the Town of Northborough.

18. The work shall be designed and constructed to ensure that there shall be no erosion or sedimentation into wetland resource areas or the 25' No Disturb Zone during construction or after completion of the project.

19. Erosion and sediment control devices shall be installed in the location as shown on the plan.

20. Erosion and sediment control devices shall be inspected and approved by the Commission before the commencement of any site work or site preparation. **THE PERIMETER SEDIMENT CONTROLS MUST BE INSPECTED PRIOR TO THE START OF ANY WORK OR A \$100 PER DAY FINE WILL BE LEVIED ON THE APPLICANT AND THE CONTRACTOR.**

21. Prior to any earth moving activity, erosion and sediment control devices, as approved by the Commission, shall be placed upgradient of all resource areas along the limit of activity between all disturbed areas and the wetland resource areas. This shall also define the limit of activity downgradient of which no work shall take place. The applicant is also responsible for obtaining a permit from the Earthwork Board when necessary.

22. Erosion and sediment control devices shall remain in place, until all disturbed surfaces have been stabilized with final vegetative cover or the Commission has authorized their removal.

23. Erosion control measures and sediment barriers shall be monitored daily and maintained or reinforced as necessary to ensure and prevent erosion and sedimentation to wetland resource areas. Additional filter fabric and straw wattles shall be stored on site for emergency use.

24. During all phases of construction, all disturbed or exposed areas shall be brought to finished grade and either loamed and seeded for permanent stabilization, in accordance with USDA Natural Resources Conservation Service (NRCS) standards or mechanically stabilized in another way approved by the Commission. Areas that cannot be permanently stabilized within 14 days of disturbance must be temporarily stabilized with straw, mulch or any other protective covering and/or method approved by the Commission.

25. If disturbed soils are to be left idle for longer than two weeks, a temporary cover of rye or other grass should be established following NRCS procedures to prevent erosion and sedimentation. If the season is not appropriate for plant growth, exposed surfaces shall be mechanically stabilized with a cover of mulch or a mat. Prior to winter, by November 30, exposed soils shall be stabilized (e.g. with demonstrated vegetative growth, mulch, impermeable barriers, erosion control blankets, etc.).
26. All exposed soils shall receive a minimum of 4 inches of loam or topsoil prior to seeding and final stabilization.
27. The Commission reserves the right to require any additional erosion, sedimentation, and damage prevention controls it may deem necessary.
28. Use of fertilizers shall be in accordance with manufacturer's recommendations and federal law. Herbicide and pesticide usage shall be in accordance with federal regulations. This condition shall remain in perpetuity and shall be recorded as such on the Certificate of Compliance.
29. Special Conditions number 28 shall extend beyond the Certificate of Compliance, in perpetuity, and shall be referenced in the Certificate of Compliance.

TOWN OF NORTHBOROUGH
UTILITY BRIDGE AND REPLACEMENT PROJECT
PROJECT NO. IFB2026-0226

APPENDIX D

PROJECT PLANS

(UNDER SEPARATE COVER)