

COMMONWEALTH OF MASSACHUSETTS



**CONTRACT DOCUMENTS
AND SPECIAL PROVISIONS**

PROPOSAL NO.	86461-132405
P.V. =	\$13,029,000.00
PLANS	YES

FOR

**Federal Aid Project No. HIP(NGB)-003S(902)X
Superstructure Replacement, L-12-002, Concord Road (Route 126) over
MBTA/CSX Railroad**

in the Town of

LINCOLN

In accordance with the STANDARD SPECIFICATIONS
for HIGHWAYS and BRIDGES dated 2025

This Proposal to be opened and read:

TUESDAY, FEBRUARY 24, 2026 at 2:00 P.M.

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*** END OF DOCUMENT ***

DOCUMENT 00104

**NOTICE TO CONTRACTORS**

Electronic proposals for the following project will be received through the internet using www.bidx.com until the date and time stated below and will be posted on www.bidx.com forthwith after the bid submission deadline. No paper copies of bids will be accepted. All Bidders must have a valid vendor code issued by MassDOT in order to bid on projects. Bidders need to apply for a Digital ID at least 14 days prior to a scheduled bid opening date with www.bidx.com.

TUESDAY, FEBRUARY 24, 2026 at 2:00 P.M.**

LINCOLN

**Federal Aid Project No. HIP(NGB)-003S(902)X
Superstructure Replacement, L-12-002, Concord Road (Route 126) over
MBTA/CSX Railroad**

****Date Subject to Change**

PROJECT VALUE = \$13,029,000.00

Bidders must be pre-qualified by the Department in the BRIDGE - CONSTRUCTION category to bid on the above project. An award will not be made to a Contractor who is not pre-qualified by the Department prior to the opening of Proposals.

All prospective Bidders who intend to bid on this project must obtain "Request Proposal Form (R109)". The blank "Request Proposal Form (R109)" can be obtained at: <https://www.mass.gov/prequalification-of-horizontal-construction-firms>.

All prospective Bidders must complete and e-mail an electronic copy of "Request Proposal Form (R109)" to the MassDOT Director of Prequalification for approval: prequal.r109@dot.state.ma.us.

Proposal documents for official bidders are posted on www.bidx.com. Other interested parties may receive informational Contract Documents containing the Plans and Special Provisions, free of charge.

Bids will be considered, and the contract awarded in accordance with statutes governing such contracts in accordance with Massachusetts General Laws Chapter 30 § 39M.

The Project Bids File Attachments folder for proposals at www.bidx.com shall be used for submitting at the time of bid required information such as the Bid Bond required document, and other documents that may be requested in the proposal.

All parties who wish to have access to information plans and specification must send a "Request for Informational Documents" to MassDOTBidDocuments@dot.state.ma.us.

NOTICE TO CONTRACTORS (Continued)

A Proposal Guaranty in the amount of 5% of the value of the bid is required.

This project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, and the Division of Occupational Safety, and the United States Department of Labor.

The Massachusetts Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby affirmatively ensures that for any contract entered into pursuant to this advertisement, all bidders, including disadvantaged business enterprises, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an Award.

This Proposal contains the "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)". The goals and timetables applicable to this proposal for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all work, are contained in Appendices A and B-80 of the above specifications.

The Contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract as contained in Appendices C and D of the above specifications.

PRICE ADJUSTMENTS

This Contract contains price adjustments for hot mix asphalt and Portland cement mixtures, diesel fuel, and gasoline. For reference the base prices are as follows: liquid asphalt \$625.00 per ton, Portland cement \$425.13 per ton, diesel fuel \$2.724 per gallon, and gasoline \$2.152 per gallon, and Steel Base Price Index 377.1. MassDOT posts the **Price Adjustments** on their Highway Division's website at

<https://www.mass.gov/massdot-contract-price-adjustments>

This Contract contains Price Adjustments for steel. See Document 00813 - PRICE ADJUSTMENT FOR STRUCTURAL STEEL AND REINFORCING STEEL for their application and base prices.

MassDOT projects are subject to the rules and regulations of the Architectural Access Board (521 CMR 1.00 et seq.)

Prospective bidders and interested parties can access this information and more via the internet at WWW.COMMBUYS.COM.

BY: Monica G. Tibbits-Nutt, Secretary and CEO, MassDOT
Jonathan L. Gulliver, Administrator, MassDOT Highway Division
SATURDAY, SEPTEMBER 13, 2025

DOCUMENT 00210

REQUIREMENTS OF MASSACHUSETTS GENERAL LAWS
CHAPTER 30, SECTION 39R;
CHAPTER 30, SECTION 39O

July 1, 1981, updated October 2016

M.G.L. c. 30, § 39R. Award of Contracts; Accounting Statements; Annual Financial Statements; Definitions.

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

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- (6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.
- (7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
- (8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

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

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

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

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

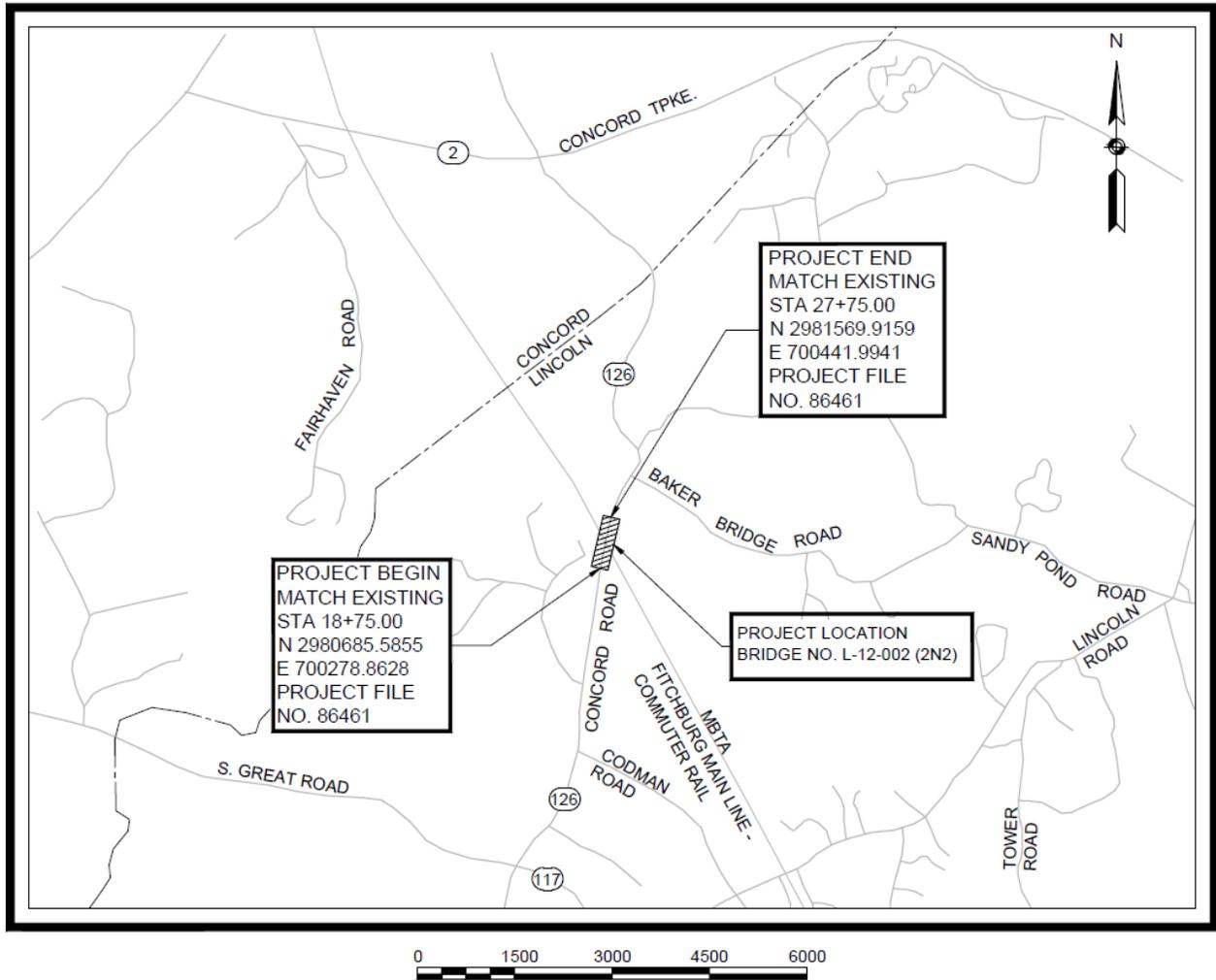
- (1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
- (2) whether such representations of management are, in addition, reasonable with respect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

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DOCUMENT 00331

LOCUS MAP

LINCOLN
Federal Aid Project No. HIP(NGB)-003S(902)X
Superstructure Replacement, L-12-002, Concord Road (Route 126) over
MBTA/CSX Railroad



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Final Report
Interim Report

CONTRACTOR PROJECT EVALUATION FORM

For instructions on using this form, see Engineering Directive E-10-002, Dated 4/20/2010

Date: _____

City/Town: _____ Contractor: _____

Project: _____ Address: _____

F.A. No. _____ Contract Number: _____

Bid Price: _____ Notice to Proceed: _____

Funds: State: _____ Fed Aid: _____ Current Contract Completion Date: _____

Date Work Started: _____ Date Work Completed*: _____

Contractor's Superintendent: _____

Division: (indicates class of work) Highway: _____ Bridge: _____ Maintenance: _____

*If work was NOT completed within specified time (including extensions) give reasons on following page.

	Excellent 10	Very Good 9	Average 8	7	Fair 6	5	Poor 4	% Rating
1. Workmanship								x 2=
2. Safety								x 2=
3. Schedule								x 1.5=
4. Home Office Support								x 1=
5. Subcontractors Performance								x 1=
6. Field Supervision/ Superintendent								x 1=
7. Contract Compliance								x 0.5=
8. Equipment								x 0.5=
9. Payment of Accounts								x 0.5=
(use back for additional comments)								Overall Rating:

(Give explanation of items 1 through 9 on the following page in numerical order if overall rating is below 80%. Use additional sheets if necessary.)

District Construction Engineer's Signature/Date

Resident Engineer's Signature/Date

Contractor's Signature Acknowledging Report/Date

Contractor Requests Meeting with the District: No Yes Date Meeting Held: _____

Contractor's Comments/Meeting Notes (extra sheets may be added to this form and noted here if needed): _____

CONTRACTOR PROJECT EVALUATION FORM (Continued)

Date: _____ Contract Number: _____

INFORMATION FOR DISTRICT HIGHWAY DIRECTORS RELATING TO PREQUALIFICATION

- A deduction shall be recommended for unsatisfactory performance if computed overall rating is under 80%.
- A deduction may be recommended for this project being completed late due to the Contractor's fault.

RECOMMENDATIONS FOR DEDUCTIONS FROM CONTRACTORS' ASSIGNED FACTOR

(Write Yes or No in space provided)

I recommend a deduction for Contractor's unsatisfactory performance: _____

I recommend a deduction for project completed late: _____

Signed: _____
District Highway Director

EXPLANATION OF RATINGS 1 – 9: _____

WORK NOT COMPLETED WITHIN SPECIFIED TIME: _____



Final Report

Interim Report

SUBCONTRACTOR PROJECT EVALUATION FORM

For instructions on using this form, see Engineering Directive E-10-002, Dated 4/20/2010

Date: _____

City/Town: _____

Subcontractor: _____

Project: _____

Address: _____

F.A. No.: _____

Contract Number: _____

Prime Contractor _____

Current Contract Completion Date: _____

Date Work Started: _____

Date Work Completed*: _____

Subcontractor's Superintendent: _____

Type of Work Performed by Subcontractor: _____

*If work was NOT completed within specified time (including extensions) give reasons on following page.

	Excellent 10	Very Good 9	Average 8	7	Fair 6	5	Poor 4	% Rating
1. Workmanship								x 2=
2. Safety								x 2=
3. Schedule								x 1.5=
4. Home Office Support								x 1.5=
5. Field Supervision/ Superintendent								x 1=
6. Contract Compliance								x 1=
7. Equipment								x 0.5=
8. Payment of Accounts								x 0.5=
(use back for additional comments)							Overall Rating:	

(Give explanation of items 1 through 8 on the following page in numerical order if overall rating is below 80%. Use additional sheets if necessary.)

District Construction Engineer's Signature/Date

Resident Engineer's Signature/Date

Contractor Signature Acknowledging Report/Date

Subcontractor Signature Acknowledging Report/Date

Subcontractor Requests Meeting with the District: No Yes Date Meeting Held: _____

Subcontractor's Comments / Meeting Notes (extra sheets may be added to this form and noted here if needed): _____

Contractor's Comments: _____

DOCUMENT 00710
GENERAL CONTRACT PROVISIONS
Revised: 04-16-25

NOTICE OF AVAILABILITY

The STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES dated 2025, the SUPPLEMENTAL SPECIFICATIONS, the 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS; the 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING and the CONSTRUCTION STANDARD DETAILS are available online at <https://www.mass.gov/massdot-highway-division-manuals-and-publications>

SPECIAL PROVISIONS FOR RIGHT-TO-KNOW ACT REQUIREMENTS

The Contractor's attention is directed to Massachusetts General Laws, Chapter 111F, commonly known as the Right-To-Know Act, and to the regulations promulgated pursuant thereto. Among the provisions of the Right-To-Know Act is a requirement that employers make available to employees Materials Safety Data Sheets (MSDS) for any substance on the Massachusetts Substance List (MSL) to which employees are, have been, or may be exposed.

To ensure prompt compliance with these regulations and legislation, the Contractor shall:

1. Deliver to the Department, prior to the start of any work under this contract, copies of MSDS for all MSL substances to be used, stored, processed or manufactured at the worksite by the Contractor.
2. Train employees of the Department, who may be exposed to MSL substances as a result of the Contractor's work under this contract, with regard to those specific substances in accordance with requirements of the Right-To-Know Act.
3. Observe all safety precautions recommended on the MSDS for any MSL substance to be used, stored, processed, or manufactured at the worksite by the Contractor.
4. Inform the Department in writing regarding specific protective equipment recommended in the MSDS for MSL substances to which employees of the Department may be exposed as a result of the Contractor's work under this contract.

The Department shall not be liable for any delay or suspension of work caused by the refusal of its employees to perform any work due to the Contractor's failure to comply with the Right-To-Know Act. The Contractor agrees to hold the Department or the Commissioner of the Department harmless and fully indemnified for any and all claims, demands, fines, actions, complaints, and causes of action resulting from or arising out of the Contractor's failure to comply with the requirements of the Right-To-Know Act.

ALTERNATIVE DISPUTE RESOLUTION

Forum, Choice of Law and Mediations:

Any actions arising out of a contract shall be governed by the laws of Massachusetts and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. MassDOT and the Contractor may both agree to mediation of any claim and will share the costs of such mediation pro rata based on the number of parties involved.

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DOCUMENT 00715



SUPPLEMENTAL SPECIFICATIONS

JUNE 30, 2025

The 2025 *Standard Specifications for Highways and Bridges* are amended by the following modifications, additions and deletions. These Supplemental Specifications prevail over those published in the Standard Specifications.

The Specifications Committee has issued these Supplemental Specifications for inclusion into each proposal until such time as they are updated or incorporated into the next Standard Specifications.

Contractors are cautioned that these Supplemental Specifications are dated and will change as they are updated.

DIVISION I

GENERAL REQUIREMENTS AND COVENANTS

SECTION 2.00: PROPOSAL REQUIREMENTS AND CONDITIONS

Subsection 2.09: Rejection of Proposals

Replace the first bullet in the third paragraph with the following:

- award of the contract would result in the Bidder exceeding the Aggregate Bonding Capacity or the Single Bonding Capacity established by its Surety Company, or the Bidder's Proposal exceeds its Single Contract Limit, or the Bidder was not prequalified in the specified class of work on or before the time of bid opening; or

SECTION 7.00: LEGAL RELATIONS AND RESPONSIBILITY TO PPUBLIC

Subsection 7.05: Insurance Requirements

Change the title of paragraph A to Workers' Compensation Insurance

Subsection 7.22: Labor, Lodging, Board, Maximum Hours of Employment, Weekly Payment, Keeping of Payroll Records.

In the second paragraph replace the word "workman" to "worker" and the word "workmen" to "workers".

Replace the third paragraph with the following:

Attention of Bidders is called to MGL Chapter 149, Section 148 requiring the weekly payment of employee wages.

SECTION 9.00: MEASUREMENT AND PAYMENT

Subsection 9.03: Payment for Extra Work

Replace paragraph B., first paragraph, numbers (2) and (3) with the following.

- (2) Plus 13 percent of direct labor, for the estimated costs of Federal Insurance Contribution Act (FICA) including Medicare; Federal Unemployment Tax Act (FUTA); State Unemployment Tax Act (SUTA), which includes Unemployment Insurance, the Workforce Training Fund Program,-Employer Medical Assistance Contribution, and COVID-19 Recovery Assessment; Earned Sick Time (EST) Law (940 CMR 33.00); and Paid Family and Medical Leave (PFML) Act (458 CMR 2.00); or, as an alternative to the above 13 percent, the Contractor may elect to use actual rates for FICA, FUTA, SUTA, EST and PFML provided the actual rates are supported with verifiable documentation and shall be subject to review by MassDOT Audit Operations.
- (3) Plus the estimated cost of Workers' Compensation and Liability Insurance, Health, Welfare and Pension benefits, and such additional fringe benefits which the Contractor is required to pay as a result of Union Labor Agreements and/or is required by authorized governmental agencies;

In paragraph B., second paragraph, number (3), replace the word "Workmen's" with "Workers".

DIVISION II
CONSTRUCTION DETAILS
SECTION 300: WATER SYSTEMS
SUBSECTION 301: WATER SYSTEMS

Subsection 301.60G: Laying Pipe

Revise the third paragraph to read as follows:

Pipe sections shall be laid with the bell on the upgrade end. Before laying the pipe, the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry.

Subsection 301.80: Method of Measurement

Delete the words cast iron in the first paragraph.

Replace the second paragraph with the following:

Fittings, consisting of bends, tees, caps, wyes, sleeves, reducers, increasers, blow-off fittings and other special fittings, apply only when new materials are necessary and which are not specifically provided for under other items in the Proposal. Fittings other than new will not be paid separately but only under the applicable pipe items. When new fittings are measured separately for payment, the length of pipe occupied by the fittings will not be measured for payment.

SECTION 800: TRAFFIC CONTROL DEVICES

SUBSECTION 850: TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE OPERATIONS

Subsection 850.29: Temporary Barrier and Temporary Barrier Removed and Reset

Delete this subsection.

Subsection 850.49: Temporary Barrier

Delete this subsection.

Subsection 850.69: Temporary Barrier and Temporary Barrier Removed and Reset

Delete this subsection.

Subsection 850.80: Method of Measurement

Delete the fifth paragraph from the end of this subsection.

Subsection 850.81: Basis of Payment

Delete the sixth and seventh paragraphs from the end of this subsection.

SUBSECTION 853: TEMPORARY BARRIER

Subsection 853.: Temporary Barrier

Add this new subsection:

DESCRIPTION

853.20: General

Work under this Subsection consists of furnishing, placing, adjusting, resetting, maintaining, and removing temporary barrier.

MATERIALS

853.40: General

Materials shall meet the requirements specified in the following Subsections of Division III, Materials:

Material	Section
Precast, Prestressed, and Prefabricated Concrete Products	M4.09.0
Temporary Barrier	M10.16.0
Limited Deflection Temporary Barrier	M10.16.1
Delineators for Temporary Barrier	M10.16.2

The Contractor shall supply a temporary barrier system that meets or exceeds the Test Level (TL) designated in the description of the bid item.

If the Contractor uses a proprietary temporary barrier system, it shall be listed on the QTCE.

Temporary barrier segments that appear to be damaged or in otherwise unsuitable condition may be rejected or ordered to be replaced by the Engineer at no additional cost.

853.41: Deflection

The deflection of a temporary barrier system is defined as the measured deflection, permanent and/or dynamic, during MASH Test Designation 2-11 (for TL-2) or Test Designation 3-11 (for TL-3).

The Contractor shall supply a temporary barrier system that is equal to or less than the maximum allowable deflection (permanent and/or dynamic) for each run of temporary barrier, as shown in the Plans or stated in the Special Provisions. If no distinction between permanent and temporary deflection is shown in the plans or Special Provisions, then dynamic deflection shall govern.

853.42: Precast Concrete Barriers

Precast Concrete Barriers used as temporary barriers shall be fabricated in accordance with M4.09.0: Precast, Prestressed, and Prefabricated Concrete Products. The Contractor shall submit a Certificate of Compliance (CoC) attesting to meeting this requirement.

853.43: Delineation

Delineators installed at 20-ft intervals throughout the entire barrier run shall be included. The delineators shall conform to M10.16.2: Delineators for Temporary Barrier. Delineators that may act as a washer on a bolted connection shall not be used unless specifically allowed by the barrier manufacturer. Delineators that are damaged, are no longer reflective, or go missing while temporary barrier is deployed shall be replaced in kind by the Contractor.

Delineators may be top or side-mounted to the barrier and oriented in a manner to maximize reflectivity to approaching traffic.

Temporary barrier placed on the right side of the travel way, or top-mounted and separating two or more lanes traveling in the same direction, shall use white delineators. Temporary barrier placed on the left side of the travel way shall use amber or yellow delineators; if separating two-way traffic and top-mounted, the delineator shall be double-sided.

853.44: Anchored Barrier

Temporary barrier systems that include an anchor system in order to meet performance requirements of the contract and/or meet MASH testing requirements may be accepted for use at the discretion of the Department.

Barrier that utilizes an anchor system shall use the same pattern, placement, and material of anchors that was used in MASH crash testing.

853.45: Shop Drawings

Within 30 days of the Notice to Proceed, the Contractor shall provide Shop Drawings showing the proposed temporary barrier system and confirming that it conforms to 853.40: General and will meet the allowable deflection requirements as described in 853.41: Deflection.

If anchors are proposed, the means, methods, pattern, placement, and materials for anchoring and subsequent pavement and/or deck repairs following removal of the temporary barrier system shall be included in the Shop Drawing submittal. If the use of an anchor system is rejected by the Department, the Contractor shall select an unanchored system that meets or exceeds the contract specified performance requirements, at no additional cost.

Shop Drawings for proprietary barrier systems shall include manufacturer's instructions for installation.

CONSTRUCTION METHODS

853.60: General

A Traffic Management Plan approved by the Department is required prior to the installation of the temporary barrier system.

The Contractor shall install temporary barrier systems in accordance with the Plans.

Barrier ends shall not be exposed to approaching traffic during installation. Crashworthy shielding or attenuation shall be provided at all times.

Proprietary temporary barrier systems shall be installed per the manufacturer's instructions.

The Contractor shall not place any breaks in the temporary barrier system that will result in sections that are shorter than the tested minimum length-of-need (LON) under MASH Test 2-11 (for TL-2) or 3-11 (for TL-3). Exceptions shall be allowed for gate systems or changeable length segments placed over expansion joints, if those barrier segment types have been determined to be crashworthy per MASH.

Temporary barrier shall not be placed on unpaved surfaces, unless otherwise shown in the Plans.

The Contractor shall not store materials, vehicles, or other equipment within the measured dynamic deflection envelope, as defined in 853.41: Deflection.

853.61: Temporary Barrier Removed and Reset

Temporary Barrier Removed and Reset consists of relocating a string of temporary barrier from one alignment to another to support the sequence and phasing of construction, as shown in the Plans.

Temporary Barrier Removed and Reset does not include moving all or a portion of the temporary barrier system to gain access to a work area, for the convenience of the Contractor, or to realign units that have moved due to construction activities or a traffic incident.

853.62: Quality Control Inspection

After temporary barrier installation is completed, the Contractor shall perform a Quality Control (QC) Inspection in the presence of the Engineer. QC Inspection activities shall include, but are not limited to the following reviews:

- Installation location per the approved Plans.
- Alignment and connection mechanism between adjacent barrier segments.
- Alignment and connection mechanism between barrier segment and attenuator, if present.
- Anchor system installation, if present.

For proprietary barrier systems, the QC Inspection shall also include any manufacturer-specific inspection details or criteria found in the installation instructions.

Work behind the barrier shall not commence until the QC Inspection has been accepted by the Engineer.

COMPENSATION

853.80: Method of Measurement

Temporary Barrier will be measured by the foot installed, in place.

Temporary Barrier Removed and Reset will be measured by the foot removed and reset.

853.81: Basis of Payment

Temporary Barrier will be paid for at the contract unit price per foot which shall provide full compensation for fabrication, storage, transport, furnishment, installation, delineation, alignment, maintenance, repair, and final removal of the temporary barrier.

Temporary Barrier Removed and Reset will be paid for at the contract unit price per foot which shall provide full compensation for removing, relocating, transporting, and installing new anchorage (if used). If more than one accepted temporary barrier system is approved for use in a single contract, the unit cost for Temporary Barrier Removed and Reset shall not differ among systems.

All costs associated with fabrication, installation, and maintenance of temporary barrier delineators shall be considered incidental to the cost of the item.

All costs associated with Shop Drawings and COCs shall be considered incidental to the item.

All costs associated with patching or repairing the road surface or bridge deck due to the installation and removal of temporary barrier and/or anchors for a temporary barrier system shall be considered incidental to the cost of the item.

853.82: Payment Items

Item number	Description	Unit
853.2	Temporary Barrier (TL-2)	Foot
853.21	Temporary Barrier Removed and Reset	Foot
853.23	Temporary Barrier (TL-3)	Foot
853.33	Temporary Barrier – Limited Deflection (TL-3)	Foot

SECTION 900: STRUCTURES

SUBSECTION 902: ULTA HIGH PERFORMANCE CONCRETE

Subsection 902.32: Mockup

In Table 902.32-1 change the Link Slab width to 2 ft – 0 in. and change the Joint Header width to 0 ft – 6 in.

Subsection 902.32: - 902.38

Renumber section 902.32 Surface Preparation to 902.33 Surface Preparation and renumber section 902.33 through 902.38 to 902.34 through 902.39.

DIVISION III

MATERIALS SPECIFICATIONS

SECTION M2: AGGREGATES AND RELATED MATERIALS

Subsection M2.01.0 Crushed Stone

Replace the fourth paragraph and the associated asterisk notes with the following;

The crushed stone shall have a maximum 45% wear as determined by the Los Angeles Abrasion Test (AASHTO T 96)

SECTION M5: PIPE, CULVERT SECTIONS AND CONDUIT

Subsection M5.01.0 Joint Materials for Pipe

Replace this subsection with the following:

- Jute or oakum furnished for use in pipe joints shall be of an accepted grade approved for common usage.
- Mortar shall conform to the requirements of M4.04.0: Cementitious Grout, Mortar and Concrete Products
- Standard couplers as approved by the manufacturer shall be used to join corrugated metal pipe
- Rubber ring or plastic gaskets for concrete pipe joints, or manholes section joints shall be of tough, flexible, chemical-resistant material, and of such size and shape as to ensure satisfactory pipe joints when incorporated in the work and shall conform to AWWA C153.
- Rubber gasket joints for ductile iron pipe shall be Styrene-Butadiene Rubber (SBR), Ethylene Propylene Diene Monomer (EPDM) or Nitrile and conform to AWWA C111

Subsection M5.05.03.B Gate Valves

Replace this subsection with the following:

Gate valves shall conform to the requirements of AWWA Standard C500 and/or to the type used by the municipality as specified in the Special Provisions.

SECTION M7: PAINTS, PROTECTIVE COATINGS AND PAVEMENT MARKINGS

Subsection M7.01.04 Fast Drying White and Yellow Waterborne Traffic Paint

Replace the subsection with the following:

Approved waterborne traffic paint shall be tested in accordance with AASHTO M 348 and be listed on the QCML. The dry paint film shall be under the Toxicity Characteristic Leaching Procedure (TCLP) limits for all contaminants listed in 40 CFR 261.24. The markings shall be installed using reflective glass beads meeting the requirements of M7.01.07. For waterborne yellow paint use Organic Yellow No. 65 or No. 75 pigment.

SECTION M9: MISCELLANEOUS MATERIALS

Subsection M9.12.0 Reflectors for Barriers

Delete this subsection.

SECTION M10: TRAFFIC CONTROL DEVICES

Subsection M10.16.0: Temporary Barrier

Subsection M10.16.1: Limited Deflection Temporary Barrier

Subsection M10.16.2: Delineators for Temporary Barrier

Add these new subsections.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

DOCUMENT 00811

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
Revised: 02/03/2023

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

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

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> 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.

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 approved Job Mix Formula.

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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DOCUMENT 00812

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS
Revised: 02/01/2021

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 in the Department’s web site <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> for the month in which the contract was bid, 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 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

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DOCUMENT 00813

SPECIAL PROVISIONS

PRICE ADJUSTMENTS FOR STRUCTURAL STEEL AND REINFORCING STEEL

January 14, 2026

This special provision applies to all projects containing the use of structural steel and/or reinforcing steel as specified elsewhere in the Contract work. It applies to all structural steel and all reinforcing steel, as defined below, on the project. Compliance with this provision is mandatory, i.e., there are no “opt-in” or “opt-out” clauses. Price adjustments will be handled as described below and shall only apply to unfabricated reinforcing steel bars and unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings.

Price adjustments will be variances between Base Prices and Period Prices. Base Prices and Period Prices are defined below.

Price adjustments will only be made if the variances between Base Prices and Period Prices are 5% or more. A variance can result in the Period Price being either higher or lower than the Base Price. Once the 5% threshold has been achieved, the adjustment will apply to the full variance between the Base Price and the Period Price.

Price adjustments will be calculated by multiplying the number of pounds of unfabricated structural steel material or unfabricated reinforcing steel bars on a project by the index factor calculated as shown below under Example of a Period Price Calculation.

Price adjustments will not include guardrail panels or the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel costs, fuel surcharges, or other such charges not related to the cost of the unfabricated structural steel and unfabricated reinforcing steel.

The weight of steel subject to a price adjustment shall not exceed the final shipping weight of the fabricated part by more than 10%.

Base Prices and Period Prices are defined as follows:

Base Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are fixed prices determined by the Department and found in the table below. While it is the intention of the Department to make this table comprehensive, some of a project’s unfabricated structural steel and/or unfabricated reinforcing steel may be inadvertently omitted. Should this occur, the Contractor shall bring the omission to the Department’s attention so that a contract alteration may be processed that adds the missing steel to the table and its price adjustments to the Contract.

The Base Price Date is the month and year of the most recent finalized period price index at the time that MassDOT opened bids for the project. The Base Price Index for this contract is the Steel PPI listed in the Notice to Contractors.

Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices that have been calculated using the Period Price Date and an index of steel prices to adjust the Base Price.

The Period Price Date is the date the steel was delivered to the fabricator as evidenced by an official bill of lading submitted to the Department containing a description of the shipped materials, weights of the shipped materials and the date of shipment. This date is used to select the Period Price Index.

The index used for the calculation of Period Prices is the U.S. Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) Series ID WPU101702 (Not Seasonally Adjusted, Group: Metals and Metal Products, Item: Semi-finished Steel Mill Products.) As this index is subject to revision for a period of up to four (4) months after its original publication, no price adjustments will be made until the index for the period is finalized, i.e., the index is no longer suffixed with a “(P)”.

Period Prices are determined as follows:

Period Price = Base Price X Index Factor

Index Factor = Period Price Index / Base Price Index

Example of a Period Price Calculation:

Calculate the Period Price for December 2009 using a Base Price from March 2009 of \$0.82/Pound for 1,000 Pounds of ASTM A709 (AASHTO M270) Grade A36 Structural Steel Plate.

The Period Price Date is December 2009. From the PPI website*, the Period Price Index = 218.0.

The Base Price Date is March 2009. From the PPI website*, the Base Price Index = 229.4.

Index Factor = Period Price Index / Base Price Index = 218.0 / 229.4 = 0.950

Period Price = Base Price X Index Factor = \$0.82/Pound X 0.950 = \$0.78/Pound

Since \$0.82 - \$0.78 = \$0.04 is less than 5% of \$0.82, no price adjustment is required.

If the \$0.04 difference shown above was greater than 5% of the Base Price, then the price adjustment would be 1,000 Pounds X \$0.04/Pound = \$40.00. Since the Period Price of \$0.78/Pound is less than the Base Price of \$0.82/Pound, indicating a drop in the price of steel between the bid and the delivery of material, a credit of \$40.00 would be owed to MassDOT. When the Period Price is higher than the Base Price, the price adjustment is owed to the Contractor.

* To access the PPI website and obtain a Base Price Index or a Period Price Index, go to <http://data.bls.gov/cgi-bin/srgate>

End of example.

The Contractor will be paid for unfabricated structural steel and unfabricated reinforcing steel under the respective contract pay items for all components constructed of either structural steel or reinforced Portland cement concrete under their respective Contract Pay Items.

Price adjustments, as herein provided for, will be paid separately as follows:

Structural Steel

Pay Item Number 999.449 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.457 for negative (-) pay adjustments (credits to MassDOT Highway Division)

Reinforcing Steel

Pay Item Number 999.466 for positive (+) pay adjustments (payments to the Contractor)

Pay Item Number 999.467 for negative (-) pay adjustments (credits to MassDOT Highway Division)

No price adjustment will be made for price changes after the Contract Completion Date, unless the MassDOT Highway Division has approved an extension of Contract Time for the Contract.

TABLE

Steel Type	Price per Pound	
1	ASTM A615/A615M Grade 60 (AASHTO M31 Grade 60 or 420) Reinforcing Steel	\$0.58
2	ASTM A27 (AASHTO M103) Steel Castings, H-Pile Points & Pipe Pile Shoes (See Note below.)	\$0.81
3	ASTM A668 / A668M (AASHTO M102) Steel Forgings	\$0.81
4	ASTM A108 (AASHTO M169) Steel Forgings for Shear Studs	\$0.83
5	ASTM A709/A709M Grade 36 / AASHTO M270M/M270 Grade 36 or 250 Structural Steel Plate	\$0.88
6	ASTM A709/A709M Grade 36 / AASHTO M270M/M270 Grade 36 or 250 Structural Steel Shapes	\$0.82
7	ASTM A709/A709M Grade 50 / AASHTO M270M/M270 Grade 50 or 345 Structural Steel Plate	\$0.88
8	ASTM A709/A709M Grade 50 / AASHTO M270M/M270 Grade 50 or 345 Structural Steel Shapes	\$0.82
9	ASTM A709/A709M Grade 50WT / AASHTO M270M/M270 Grade 50WT or 345WT Structural Steel Plate	\$0.91
10	ASTM A709/A709M Grade 50WT / AASHTO M270M/M270 Grade 50WT or 345WT Structural Steel Shapes	\$0.83
11	ASTM A709/A709M Grade 50W / AASHTO M270M/M270 Grade 50W 345W Structural Steel Plate	\$0.91
12	ASTM A709/A709M Grade 50W / AASHTO M270M/M270 Grade 50W or 345W Structural Steel Shapes	\$0.83
13	ASTM A709/A709M Grade HPS 50W / AASHTO M270M/M270 Grade HPS 50W or 345W Structural Steel Plate	\$0.95
14	ASTM A709/A709M Grade HPS 70W / AASHTO M270M/M270 Grade HPS 70W or 485W Structural Steel Plate	\$1.02
15	ASTM A514/A514M-05 Grade HPS 100W / AASHTO M270M/M270 Grade HPS 100W or 690W Structural Steel Plate	\$1.56
16	ASTM A992/A992M Grade 50S / AASHTO M270M/M270 Grade 50S or 345S Structural Steel Plate	\$0.91
17	ASTM A992/A992M Grade 50S / AASHTO M270M/M270 Grade 50S or 345S Structural Steel Shapes	\$0.83
18	ASTM A276 Type 316 Stainless Steel	\$4.70
19	ASTM A240 Type 316 Stainless Steel	\$4.70
20	ASTM A148 Grade 80/50 Steel Castings (See Note below.)	\$1.61
21	ASTM A53 Grade B Structural Steel Pipe	\$1.02
22	ASTM A500 Grades A, B, 36 & 50 Structural Steel Pipe	\$1.02
23	ASTM A252, Grades 240 (36 KSI) & 414 (60 KSI) Pipe Pile	\$0.81
24	ASTM 252, Grade 2 Permanent Steel Casing	\$0.81
25	ASTM A36 (AASHTO M183) for H-piles, steel supports and sign supports	\$0.85
26	ASTM A328 / A328M, Grade 50 (AASHTO M202) Steel Sheetpiling	\$1.54
27	ASTM A572 / A572M, Grade 50 Sheetpiling	\$1.54
28	ASTM A36/36M, Grade 50	\$0.88
29	ASTM A570, Grade 50	\$0.85
30	ASTM A572 (AASHTO M223), Grade 50 H-Piles	\$0.88
31	ASTM A1085 Grade A (50 KSI) Steel Hollow Structural Sections (HSS), heat-treated per ASTM A1085 Supplement S1	\$1.02
32	AREA 140 LB Rail and Track Accessories	\$0.53

NOTE: Steel Castings are generally used only on moveable bridges. Cast iron frames, grates and pipe are not "steel" castings and will not be considered for price adjustments.

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DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the MassDOT website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

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

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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DOCUMENT 00820

**THE COMMONWEALTH OF MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY,
NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

I. Definitions

For purposes of this contract,

"Minority" means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but Not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

"State construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

"State assisted construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

II. Equal Opportunity, Non-Discrimination and Affirmative Action

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as "the Contractor") for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151 B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure nondiscrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. Minority and Women Workforce Participation

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency. The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

VI. Access to Work Site

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from anyone General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination.

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

IX. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

X. Contractor's Certification

After award and prior to the execution of any contract for a state construction contract or a state assisted construction contract, the Prime or General Contractor shall certify that it will comply with all provisions of this Document 00820 Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, by executing Document 00859 Contractor/Subcontractor Certification Form.

XI. Subcontractor Requirements

Prior to the award of any subcontract for a state construction contract or a state assisted construction contract, the Prime or General Contractor shall provide all prospective subcontractors with a complete copy of this Document 00820 entitled "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" and will incorporate the provisions of this Document 00820 into any and all contracts or work orders for all subcontractors providing work on the Project. In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, the Prime or General Contractor shall certify in writing to the administering agency that it has complied with the requirements as set forth in the preceding paragraph by executing Document 00859 Contractor/Subcontractor Certification Form.

Rev'd 03/07/14

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DOCUMENT 00821

ELECTRONIC REPORTING REQUIREMENTS
CIVIL RIGHTS PROGRAMS AND CERTIFIED PAYROLL

Implemented on March 2, 2009

Revised June 04, 2019

The Massachusetts Department Of Transportation (MassDOT) has replaced the CHAMP reporting system with Equitable Business Opportunity Solution (EBO), a new web-based civil rights reporting software system. This system is capable of handling both civil rights reporting requirements and certified payrolls. The program's functions include the administration of Equal Employment Opportunity (EEO) requirements, On-The-Job Training requirements (OJT), Disadvantage Business Enterprise (DBE) and/or Minority / Women's Business Enterprise (M/WBE) subcontracting requirements, and the electronic collection of certified payrolls associated with MassDOT projects. In addition, this system is used to generate various data required as part of the American Recovery and Reinvestment Act (ARRA). Contractors are responsible for all coordination with all sub-contractors to ensure timely and accurate electronic submission of all required data.

Contractor and Sub-Contractor EBO User Certification

All contractors and sub-contractors must use the EBO software system. The software vendor, Internet Government Solutions (IGS), has developed an online EBO Training Module that is available to contractors and sub-contractors. This module is a self-tutorial which allows all users in the company to access the training, complete the tutorial, and become certified as EBO users for a one time fee of \$75.00. This is the only cost to contractors and sub-contractors associated with the EBO software system. The online EBO Training Module can be accessed at www.ebotraining.com. Click the "Register My Company" button on the login page to begin your training registration. Questions regarding EBO online training should be directed to Gerry Anguilano, IGS at (440) 238-1684.

MassDOT will track contractors and sub-contractors who have successfully completed the on-line training module. All persons performing civil rights program and/or certified payroll functions should be EBO certified.

Vetting of Firms and Designated Firm Individuals

Contractors must authorize a Primary Log-In ID Holder who has completed EBO on-line training to have access to the EBO system by completing and submitting the "Request For EBO System Log-In/Password Form" located on the MassDOT website at: <https://www.mass.gov/how-to/how-to-get-an-ebo-login>. Contractors must also agree to comply with the EBO system user agreement located on the MassDOT website.

All subcontracts entered into on a project must include language that identifies the submission and training requirements that the sub-contractor must perform. Sub-contractors will be approved by the respective District Office of MassDOT through the existing approval process. When new sub-contractors, who have not previously worked for MassDOT, are initially selected by a general contractor, the new sub-contractor must be approved by the District before taking the EBO on-line training module.

Interim Reporting Requirements

Until MassDOT is satisfied that the EBO system is fully operational and functioning as designed, contractors and sub-contractors will be required to submit certified payrolls manually. There will be a transition period where dual reporting, through manual and electronic submission, will be required. MassDOT, however, will notify contractors and sub-contractors when they may cease manual submission of certified payrolls.

*** END OF DOCUMENT ***

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DOCUMENT 00859

CONTRACTOR/SUBCONTRACTOR CERTIFICATION FORM ‡

The contractor shall submit this completed document 00859 to MassDOT for each subcontract.

_____ (Contractor) Date: _____

_____ (Subcontractor) District Approved Subcontractor

Contract No: 132405 Project No. 86461 Federal Aid No.: HIP(NGB)-003S(902)X

Location: LINCOLN

Project Description: Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad

PART 1 CONTRACTOR CERTIFICATION: I hereby certify, as an authorized official of this company, that to the best of my knowledge, information and belief, the company is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, that the company will not discriminate in their employment practices, that the company will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained in Contract Document 00820 The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, and that the company will comply with the special provisions and documentation indicated below (as checked).

I further hereby certify, as an authorized official of this company, that the special provisions and documentation indicated below (as checked) have been or are included in, and made part of, the Subcontractor Agreement entered into with the firm named above.

This is not a Federally-aided construction project

Document #

- 00718 –Participation By Minority Or Women's Business Enterprises and SDVOBE†
- 00761 –Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 00820 – MA Supplemental Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program
- 00821 – Electronic Reporting Requirements, Civil Rights Programs, and Certified Payroll
- 00859 – Contractor/Subcontractor Certification Form (this document)
- 00860 – MA Employment Laws
- 00861 – Applicable State Wage Rates in the Contract Proposal**
- B00842 – MA Schedule of Participation By Minority or Women Business Enterprises (M/WBEs)†
- B00843 – MA Letter of Intent – M/WBEs†
 - ** Does not apply to Material Suppliers, unless performing work on-site
 - † Applies only if Subcontractor is a M/WBE; only include these forms for the particular M/WBE Entity
- B00844 - Schedule of Participation By SDVOBE
- B00845 - Letter of Intent – SDVOBE
- B00846 – M/WBE or SDVOBE Joint Check Arrangement Approval Form
- B00847 – Joint Venture Affidavit

This is a Federally-aided construction project (Federal Aid Number is present)

Document #

- 00719 – Special Provisions for Participation by Disadvantaged Business Enterprises†
- 00760 - Form FHWA 1273 - Required Contract Provisions for Federal-Aid Construction Contracts
- 00820 – MA Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
- 00821 – Electronic Reporting Requirements, Civil Rights Programs and Certified Payroll
- 00859 – Contractor/Subcontractor Certification Form (this document)
- 00860 – MA Employment Laws
- 00870 – Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive Order 11246, (41 CFR Parts 60-4.2 and 60-4.3 (Solicitations and Equal Opportunity Clauses)*
- 00875 – Federal Trainee Special Provisions



- B00853 – Schedule of Participation by Disadvantaged Business Enterprise†
- B00854 – Letter of Intent – DBEs†
- B00855 – DBE Joint Check Arrangement Approval Form
- B00856 – Joint Venture Affidavit
- 00861/00880 - Applicable state and federal wage rates from Contract Proposal**

*Applicable only to Contracts or Subcontracts in excess of \$10,000

**Does not apply to Material Suppliers, unless performing work on-site

† Applies only if Subcontractor is a DBE; only include these forms for the particular DBE Entity

Signed this _____ Day of _____, 20____ Under The Pains And Penalties Of Perjury.

(Print Name and Title)

(Authorized Signature)

PART 2

PART 2. SUBCONTRACTOR CERTIFICATION: I hereby certify, as an authorized official of this company, that the required documents in Part 1 above were physically incorporated in our Agreement/Subcontract with the Contractor and give assurance that this company will fully comply or make every good faith effort to comply with the same. I further certify that:

1. This company recognizes that if this is a Federal-Aid Project, then this Contract is covered by the equal employment opportunity laws administered and enforced by the United States Department of Labor (“USDOL”), Office of Federal Contract Compliance Programs (“OFCCP”). By signing below, we acknowledge that this company has certain reporting obligations to the OFCCP, as specified by 41 CFR Part 60-4.2.
2. This company further acknowledges that any contractor with fifty (50) or more employees on a Federal-aid Contract with a value of fifty-thousand (\$50,000) dollars or more must annually file an EEO-1 Report (SF 100) to the EEOC, Joint Reporting Committee, on or before September 30th, each year, as specified by 41 CFR Part 60-1.7a.
3. For more information regarding the federal reporting requirements, please contact the USDOL, OFCCP Regional Office, at 1-646-264-3170 or EEO-1, Joint Reporting Committee at 1-866-286-6440.
4. This company has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses set forth in 41 CFR Part 60-4 and Executive Order 11246, and where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs or the EEO Commission all reports due under the applicable filing requirements.
5. This company is in full compliance with applicable Federal and Commonwealth of Massachusetts laws, rules, and regulations and is not currently debarred or disqualified from bidding on or participating in construction contracts in any jurisdiction of the United States. See : <https://www.mass.gov/service-details/contractors-and-vendors-suspended-or-debarred-by-massdot>
6. This company is properly registered and in good standing with the Office of the Secretary of the Commonwealth.

Signed this _____ Day of _____, 20____, Under The Pains And Penalties Of Perjury.

Firm: _____

Address: _____

(Print Name and Title)

Telephone Number: _____

Federal I.D. Number: _____

(Authorized Signature)

Estimated Start Date: _____

Estimated Completion Date: _____

Estimated Dollar Amount: _____

(Date)

DOCUMENT 00860

COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS

Revised February 20, 2019

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 26 through 27H, and 150A. This contract is considered to fall within the ambit of that law, which provides that in general, the Prevailing Rate or Total Rate must be paid to employees working on projects funded by the Commonwealth of Massachusetts or any political subdivision including Massachusetts Department of Transportation (MassDOT).

A Federal Aid project is also subject to the Federal Minimum Wage Rate law for construction. When comparing a state minimum wage rate, monitored by the Massachusetts Attorney General, versus federal minimum wage rate, monitored by the U.S. Department of Labor Wage and Hour Division, for a particular job classification the higher wage is at all times to be paid to the affected employee.

Every contractor or subcontractor engaged in this contract to which sections twenty-seven and twenty-seven A apply will keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on this contract, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the MassDOT's Resident Engineer, on a weekly basis, a copy of said record, in a form approved by MassDOT and in accordance with M.G.L. c. 149, § 27B, signed by the employer or his/her authorized agent under the penalties of perjury.

Each such contractor or subcontractor shall preserve its payroll records for a period of three years from the date of completion of the contract.

The Prevailing Wage Rate generally includes the following:

Minimum Hourly Wage + Employer Contributions to Benefit Plans = Prevailing Wage Rate or Total Rate

Any employer who does not make contributions to Benefit Plans must pay the total Prevailing Wage Rate directly to the employee.

Any deduction from the Prevailing Wage Rate or Total Rate for contributions to benefit plans can only be for a Health & Welfare, Pension, or Supplementary Unemployment plan meeting the requirements of the Employee Retirement Income Security Act (ERISA) of 1974. The maximum allowable deduction for these benefits from the prevailing wage rate cannot be greater than the amount allowed by Executive Office of Labor (EOL) for the specified benefits. Any additional expense of providing benefits to the employees is to be borne by the employer and cannot be deducted from the Minimum Hourly Wage. If the employer's benefit expense is less than that so provided by EOL the difference will be paid directly to the employee. The rate established must be paid to all employees who perform work on the project.

When an employer makes deductions from the Minimum Hourly Wage for an employee's contribution to social security, state taxes, federal taxes, and/or other contribution programs, allowed by law, the employer shall furnish each employee a suitable pay slip, check stub or envelope notifying the employee of the amount of the deductions.

No contractor or subcontractor contracting for any part of the contract week shall require or permit any laborer or mechanic to be employed on such work in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

Apprentice Rates are permitted only when there is an Apprentice Agreement registered with the Massachusetts Division of Apprentice Training in accordance with M.G.L. c. 23, § 11E-11L.

The Prevailing Wage Rates issued for each project shall be the rates paid for the entire project. The Prevailing Wage Rates must be posted on the job site at all times and be visible from a public way.

In addition, each such contractor and subcontractor shall furnish to the MassDOT's Resident Engineer, within fifteen days after completion of its portion of the work, a statement, executed by the contractor or subcontractor or by any authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

Date: _____

I, _____ do hereby state:
(Name of signatory party) (Title)

That I pay or supervise the payment of the persons employed by:

(Contractor or Subcontractor)

on the _____
(MassDOT Project Location and Contract Number)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature _____

Title _____

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the MassDOT's Resident Engineer for such inspection and copying.

Massachusetts General Laws c. 149, §27, requires annual updates to prevailing wage schedules for all public construction contracts lasting longer than one year. MassDOT will request the required updates and furnish them to the Contractor. The Contractor is required to pay no less than the wage rates indicated on the annual updated wage schedules.

MassDOT will request the updates no later than two weeks before the anniversary of the Notice to Proceed date of the contract to allow for adequate processing by the Department of Labor Standards (DLS). The effective date for the new rates will be the anniversary date of the contract (i.e. the notice to proceed date), regardless of the date of issuance on the schedule from DLS.

All bidders are cautioned that the aforementioned laws require that employers pay to covered employees no less than the applicable minimum wages. In addition, the same laws require that the applicable prevailing wages become incorporated as part of this contract. The prevailing minimum wage law establishes serious civil and criminal penalties for violations, including imprisonment and exclusion from future public contracts. Bidders are cautioned to carefully read the relevant sections of the Massachusetts General Laws.

*** END OF DOCUMENT ***

DOCUMENT 00861

STATE PREVAILING WAGE RATES

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

MAURA HEALY
Governor

KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Massachusetts Highway **City/Town:** LINCOLN
Contract Number: 132405
Description of Work: LINCOLN - Federal Aid Project No. HIP(NGB)-003S(902)X Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad
Job Location: Concord Road (Route 126) over MBTA/CSX Railroad

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	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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 1) For apprentice rates see "Apprentice- PILE DRIVER"	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
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 REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	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	\$67.95	\$11.49	\$15.57	\$8.02	\$0.00	\$103.03
BRICKLAYERS LOCAL 3	2/1/2026	\$69.30	\$11.49	\$15.57	\$8.02	\$0.00	\$104.38
BRICKLAYERS LOCAL 3 (WALTHAM)	8/1/2026	\$71.50	\$11.49	\$15.57	\$8.02	\$0.00	\$106.58
	2/1/2027	\$72.90	\$11.49	\$15.57	\$8.02	\$0.00	\$107.98
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.98	\$11.49	\$15.57	\$8.02	\$0.00	\$69.06
2	60.00	\$40.77	\$11.49	\$15.57	\$8.02	\$0.00	\$75.85
3	70.00	\$47.57	\$11.49	\$15.57	\$8.02	\$0.00	\$82.65
4	80.00	\$54.36	\$11.49	\$15.57	\$8.02	\$0.00	\$89.44
5	90.00	\$61.16	\$11.49	\$15.57	\$8.02	\$0.00	\$96.24
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	\$34.65	\$11.49	\$15.57	\$8.02	\$0.00	\$69.73
2	60.00	\$41.58	\$11.49	\$15.57	\$8.02	\$0.00	\$76.66
3	70.00	\$48.51	\$11.49	\$15.57	\$8.02	\$0.00	\$83.59
4	80.00	\$55.44	\$11.49	\$15.57	\$8.02	\$0.00	\$90.52
5	90.00	\$62.37	\$11.49	\$15.57	\$8.02	\$0.00	\$97.45
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.85	\$10.15	\$9.50	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$51.40	\$10.15	\$9.50	\$9.80	\$0.00	\$80.85
	12/1/2026	\$52.90	\$10.15	\$9.50	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	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
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.62	\$13.35	\$16.43	\$0.00	\$0.00	\$56.40
2	60.00	\$31.94	\$13.35	\$16.43	\$7.78	\$1.80	\$71.30
3	65.00	\$34.61	\$13.35	\$16.43	\$7.78	\$1.80	\$73.97
4	70.00	\$37.27	\$13.35	\$16.43	\$7.78	\$1.80	\$76.63
5	75.00	\$39.93	\$13.35	\$16.43	\$7.78	\$1.80	\$79.29
6	80.00	\$42.59	\$13.35	\$16.43	\$7.78	\$1.80	\$81.95
7	90.00	\$47.92	\$13.35	\$16.43	\$0.00	\$0.00	\$77.70
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17
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 LABORERS	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS	12/1/2025	\$49.75	\$10.15	\$9.50	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 2	6/1/2026	\$51.30	\$10.15	\$9.50	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.80	\$10.15	\$9.50	\$9.65	\$0.00	\$82.10
	6/7/2027	\$54.40	\$10.15	\$9.50	\$9.65	\$0.00	\$83.70
	12/6/2027	\$56.00	\$10.15	\$9.50	\$9.65	\$0.00	\$85.30
	6/5/2028	\$57.68	\$10.15	\$9.50	\$9.65	\$0.00	\$86.98
	12/4/2028	\$59.35	\$10.15	\$9.50	\$9.65	\$0.00	\$88.65

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR LABORERS	12/1/2025	\$49.50	\$10.15	\$9.50	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 2	6/1/2026	\$51.05	\$10.15	\$9.50	\$9.65	\$0.00	\$80.35
	12/7/2026	\$52.55	\$10.15	\$9.50	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.15	\$10.15	\$9.50	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.75	\$10.15	\$9.50	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.43	\$10.15	\$9.50	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.10	\$10.15	\$9.50	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS	12/1/2025	\$48.75	\$10.15	\$9.50	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 2	6/1/2026	\$50.30	\$10.15	\$9.50	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.80	\$10.15	\$9.50	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.40	\$10.15	\$9.50	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.00	\$10.15	\$9.50	\$9.65	\$0.00	\$84.30
	6/5/2028	\$56.68	\$10.15	\$9.50	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.35	\$10.15	\$9.50	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
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 PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
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) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2025	\$66.17	\$13.00	\$14.37	\$8.72	\$0.00	\$102.26
	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

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

Apprentice: ELECTRICIAN							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
2	40.00	\$26.74	\$13.00	\$0.80	\$0.00	\$0.00	\$40.54
3	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
4	45.00	\$30.09	\$13.00	\$13.53	\$4.05	\$0.00	\$60.67
5	50.00	\$33.43	\$13.00	\$13.63	\$4.50	\$0.00	\$64.56
6	55.00	\$36.77	\$13.00	\$13.73	\$4.95	\$0.00	\$68.45
7	60.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
8	65.00	\$43.46	\$13.00	\$13.93	\$5.85	\$0.00	\$76.24
9	70.00	\$46.80	\$13.00	\$14.03	\$6.30	\$0.00	\$80.13
10	75.00	\$50.15	\$13.00	\$14.13	\$6.75	\$0.00	\$84.03

Apprentice Notes
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Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
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: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95
Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08
Apprentice to Journeyworker Ratio: 1:1							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$53.56	\$16.05	\$13.25	\$3.25	\$0.00	\$86.11
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$55.00	\$16.05	\$13.25	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$56.29	\$16.05	\$13.25	\$3.25	\$0.00	\$88.84
	5/1/2027	\$57.72	\$16.05	\$13.25	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/1/2025	\$55.17	\$16.05	\$13.25	\$3.25	\$0.00	\$87.72
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$56.62	\$16.05	\$13.25	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.92	\$16.05	\$13.25	\$3.25	\$0.00	\$90.47
	5/1/2027	\$59.37	\$16.05	\$13.25	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/1/2025	\$26.03	\$16.05	\$13.25	\$3.25	\$0.00	\$58.58
OPERATING ENGINEERS LOCAL 4	5/1/2026	\$26.88	\$16.05	\$13.25	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.64	\$16.05	\$13.25	\$3.25	\$0.00	\$60.19
	5/1/2027	\$28.49	\$16.05	\$13.25	\$3.25	\$0.00	\$61.04

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	\$66.17	\$13.00	\$14.37	\$9.00	\$0.00	\$102.54
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	9/1/2025	\$52.94	\$13.00	\$13.97	\$6.98	\$0.00	\$86.89
ELECTRICIANS LOCAL 103	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
ELECTRICIANS LOCAL 103	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	12/1/2025	\$47.69	\$16.05	\$13.25	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$48.75	\$16.05	\$13.25	\$3.25	\$0.00	\$81.30
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$49.93	\$16.05	\$13.25	\$3.25	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	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	9/1/2025	\$57.74	\$10.33	\$11.47	\$8.80	\$0.00	\$88.34
FLOORCOVERERS LOCAL 2168	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168 ZONE I	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84

Apprentice: FLOORCOVERER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.98	\$10.33	\$0.00	\$1.76	\$0.00	\$38.07
2	45.00	\$25.98	\$10.33	\$0.00	\$1.76	\$0.00	\$38.07
3	55.00	\$31.76	\$10.33	\$0.00	\$3.52	\$0.00	\$45.61
4	55.00	\$31.76	\$10.33	\$0.00	\$3.52	\$0.00	\$45.61
5	70.00	\$40.42	\$10.33	\$11.47	\$5.28	\$0.00	\$67.50
6	70.00	\$40.42	\$10.33	\$11.47	\$5.28	\$0.00	\$67.50
7	80.00	\$46.19	\$10.33	\$11.47	\$7.04	\$0.00	\$75.03
8	80.00	\$46.19	\$10.33	\$11.47	\$7.04	\$0.00	\$75.03

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FLOORCOVERER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
2	45.00	\$26.66	\$10.33	\$0.00	\$1.76	\$0.00	\$38.75
3	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
4	55.00	\$32.58	\$10.33	\$0.00	\$3.52	\$0.00	\$46.43
5	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
6	70.00	\$41.47	\$10.33	\$11.47	\$5.28	\$0.00	\$68.55
7	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23
8	80.00	\$47.39	\$10.33	\$11.47	\$7.04	\$0.00	\$76.23

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
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	\$59.28	\$16.05	\$13.25	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.58	\$16.05	\$13.25	\$3.25	\$0.00	\$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.03	\$16.05	\$13.25	\$3.25	\$0.00	\$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.05	\$13.25	\$3.25	\$0.00	\$68.42
3	65.00	\$38.86	\$16.05	\$13.25	\$3.25	\$0.00	\$71.41
4	70.00	\$41.85	\$16.05	\$13.25	\$3.25	\$0.00	\$74.40
5	75.00	\$44.84	\$16.05	\$13.25	\$3.25	\$0.00	\$77.39
6	80.00	\$47.82	\$16.05	\$13.25	\$3.25	\$0.00	\$80.37
7	85.00	\$50.81	\$16.05	\$13.25	\$3.25	\$0.00	\$83.36
8	90.00	\$53.80	\$16.05	\$13.25	\$3.25	\$0.00	\$86.35

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$33.32	\$0.00	\$0.00	\$0.00	\$0.00	\$33.32
2	60.00	\$36.35	\$16.05	\$13.25	\$3.25	\$0.00	\$68.90
3	65.00	\$39.38	\$16.05	\$13.25	\$3.25	\$0.00	\$71.93
4	70.00	\$42.41	\$16.50	\$13.25	\$3.25	\$0.00	\$75.41
5	75.00	\$45.44	\$16.50	\$13.25	\$3.25	\$0.00	\$78.44
6	80.00	\$48.46	\$16.50	\$13.25	\$3.25	\$0.00	\$81.46
7	85.00	\$51.49	\$16.50	\$13.25	\$3.25	\$0.00	\$84.49
8	90.00	\$54.52	\$16.50	\$13.25	\$3.25	\$0.00	\$87.52

Apprentice to Journeyworker Ratio: 1:6

HVAC (DUCTWORK)	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	9/1/2025	\$66.17	\$13.00	\$14.37	\$8.72	\$0.00	\$102.26
ELECTRICIANS LOCAL 103	3/1/2026	\$66.86	\$13.00	\$14.64	\$9.00	\$0.00	\$103.50
ELECTRICIANS LOCAL 103	9/1/2026	\$68.78	\$13.00	\$14.69	\$9.00	\$0.00	\$105.47
	3/1/2027	\$69.97	\$13.00	\$14.73	\$9.00	\$0.00	\$106.70
	9/1/2027	\$71.88	\$13.00	\$14.79	\$9.00	\$0.00	\$108.67
	3/1/2028	\$73.08	\$13.00	\$14.82	\$9.00	\$0.00	\$109.90

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR)	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 2	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.11	\$0.00	\$70.73
	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.11	\$0.00	\$72.17
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.11	\$0.00	\$73.61
	6/1/2027	\$46.30	\$10.15	\$9.50	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.75	\$10.15	\$9.50	\$9.11	\$0.00	\$76.51
	6/1/2028	\$49.25	\$10.15	\$9.50	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.75	\$10.15	\$9.50	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$41.97	\$10.15	\$9.50	\$9.21	\$0.00	\$70.83
	6/1/2026	\$43.41	\$10.15	\$9.50	\$9.21	\$0.00	\$72.27
	12/1/2026	\$44.85	\$10.15	\$9.50	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

Apprentice: INSULATOR (PIPES & TANKS)								
Effective Date: 9/1/2025								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	50.00	\$30.17	\$14.75	\$9.27	\$5.05	\$0.00	\$59.24	
2	60.00	\$36.20	\$14.75	\$9.32	\$6.05	\$0.00	\$66.32	
3	70.00	\$42.24	\$14.75	\$9.37	\$7.06	\$0.00	\$73.42	
4	80.00	\$48.27	\$14.75	\$9.42	\$8.07	\$0.00	\$80.51	

Apprentice: INSULATOR (PIPES & TANKS)								
Effective Date: 9/1/2026								
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
1	50.00	\$31.88	\$14.75	\$9.27	\$5.05	\$0.00	\$60.95	
2	60.00	\$38.26	\$14.75	\$9.32	\$6.05	\$0.00	\$68.38	
3	70.00	\$44.63	\$14.75	\$9.37	\$7.06	\$0.00	\$75.81	
4	80.00	\$51.01	\$14.75	\$9.42	\$8.07	\$0.00	\$83.25	

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	9/16/2025	\$57.87	\$9.05	\$12.75	\$14.50	\$0.00	\$94.17
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Construction

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

Apprentice: IRONWORKER/WELDER							
Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.72	\$9.05	\$12.75	\$4.50	\$0.00	\$61.02
2	75.00	\$43.40	\$9.05	\$12.75	\$4.50	\$0.00	\$69.70
3	85.00	\$49.19	\$9.05	\$12.75	\$4.50	\$0.00	\$75.49
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.11	\$0.00	\$53.79
2	70.00	\$29.20	\$10.15	\$9.50	\$9.11	\$0.00	\$57.96
3	80.00	\$33.38	\$10.15	\$9.50	\$9.11	\$0.00	\$62.14
4	90.00	\$37.55	\$10.15	\$9.50	\$9.11	\$0.00	\$66.31

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.60	\$10.15	\$9.50	\$9.11	\$0.00	\$54.36

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	\$29.86	\$10.15	\$9.50	\$9.11	\$0.00	\$58.62
3	80.00	\$34.13	\$10.15	\$9.50	\$9.11	\$0.00	\$62.89
4	90.00	\$38.39	\$10.15	\$9.50	\$9.11	\$0.00	\$67.15
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.21	\$0.00	\$70.08
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.21	\$0.00	\$71.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$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 Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.60	\$10.15	\$9.50	\$9.21	\$0.00	\$54.46
2	70.00	\$29.86	\$10.15	\$9.50	\$9.21	\$0.00	\$58.72
3	80.00	\$34.13	\$10.15	\$9.50	\$9.21	\$0.00	\$62.99
4	90.00	\$38.39	\$10.15	\$9.50	\$9.10	\$0.00	\$67.14

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	12/1/2025	\$41.31	\$10.15	\$9.50	\$9.65	\$0.00	\$70.61
LABORERS - ZONE 2	6/1/2026	\$42.75	\$10.15	\$9.50	\$9.65	\$0.00	\$72.05
	12/7/2026	\$44.19	\$10.15	\$9.50	\$9.65	\$0.00	\$73.49
	6/7/2027	\$45.64	\$10.15	\$9.50	\$9.65	\$0.00	\$74.94
	12/6/2027	\$47.09	\$10.15	\$9.50	\$9.65	\$0.00	\$76.39
	6/5/2028	\$48.59	\$10.15	\$9.50	\$9.65	\$0.00	\$77.89
	12/4/2028	\$50.09	\$10.15	\$9.50	\$9.65	\$0.00	\$79.39

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

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

LABORER: MULTI-TRADE TENDER LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.11	\$0.00	\$69.98
LABORERS - ZONE 2	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.11	\$0.00	\$71.42
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.11	\$0.00	\$72.86
	6/1/2027	\$45.55	\$10.15	\$9.50	\$9.11	\$0.00	\$74.31
	12/1/2027	\$47.00	\$10.15	\$9.50	\$9.11	\$0.00	\$75.76
	6/1/2028	\$48.50	\$10.15	\$9.50	\$9.11	\$0.00	\$77.26
	12/1/2028	\$50.00	\$10.15	\$9.50	\$9.11	\$0.00	\$78.76

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

LASER BEAM OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	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

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
BRICKLAYERS LOCAL 3	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	\$71.52	\$11.49	\$15.57	\$7.99	\$0.00	\$106.57
	2/1/2027	\$72.92	\$11.49	\$15.57	\$7.99	\$0.00	\$107.97

Apprentice: MARBLE MASONS, TILELAYERS & TERRAZZO MECH							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
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Construction

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

* 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
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	\$47.12	\$10.35	\$12.00	\$12.60	\$0.00	\$82.07
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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							

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS	12/1/2025	\$41.22	\$10.15	\$9.50	\$9.21	\$0.00	\$70.08
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.15	\$9.50	\$9.21	\$0.00	\$71.52
	12/1/2026	\$44.10	\$10.15	\$9.50	\$9.21	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
For apprentice rates see "Apprentice- PILE DRIVER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PILE DRIVER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							

Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47

Apprentice to Journeyworker Ratio: 1:5

PIPEFITTER & STEAMFITTER	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

Apprentice: PIPEFITTER & STEAMFITTER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$27.63	\$13.45	\$13.75	\$9.30	\$0.00	\$64.13
2	45.00	\$31.09	\$13.45	\$13.75	\$9.30	\$0.00	\$67.59
3	60.00	\$41.45	\$13.45	\$13.75	\$9.30	\$0.00	\$77.95
4	70.00	\$48.36	\$13.45	\$13.75	\$9.30	\$0.00	\$84.86
5	80.00	\$55.26	\$13.45	\$13.75	\$9.30	\$0.00	\$91.76

Apprentice to Journeyworker Ratio: 1:3

PIPELAYER	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

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

PLUMBERS & GASFITTERS	9/1/2025	\$71.74	\$14.32	\$12.61	\$8.00	\$0.00	\$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$73.89	\$14.32	\$12.61	\$8.00	\$0.00	\$108.82
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$76.04	\$14.32	\$12.61	\$8.00	\$0.00	\$110.97
	3/1/2027	\$78.19	\$14.32	\$12.61	\$8.00	\$0.00	\$113.12

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	8/30/2027	\$80.34	\$14.32	\$12.61	\$8.00	\$0.00	\$115.27
	2/28/2028	\$82.54	\$14.32	\$12.61	\$8.00	\$0.00	\$117.47
	9/4/2028	\$84.74	\$14.32	\$12.61	\$8.00	\$0.00	\$119.67
	3/5/2029	\$86.94	\$14.32	\$12.61	\$8.00	\$0.00	\$121.87
	9/3/2029	\$89.14	\$14.32	\$12.61	\$8.00	\$0.00	\$124.07
	3/4/2030	\$91.09	\$14.32	\$12.61	\$8.00	\$0.00	\$126.02

Apprentice: PLUMBERS & GASFITTERS							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.11	\$14.32	\$4.61	\$2.80	\$0.00	\$46.84
2	40.00	\$28.70	\$14.32	\$5.22	\$3.20	\$0.00	\$51.44
3	55.00	\$39.46	\$14.32	\$7.07	\$4.40	\$0.00	\$65.25
4	65.00	\$46.63	\$14.32	\$8.30	\$5.20	\$0.00	\$74.45
5	75.00	\$53.81	\$14.32	\$9.53	\$6.00	\$0.00	\$83.66

Apprentice: PLUMBERS & GASFITTERS							
Effective Date: 3/2/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.86	\$14.32	\$4.61	\$2.80	\$0.00	\$47.59
2	40.00	\$29.56	\$14.32	\$5.22	\$3.20	\$0.00	\$52.30
3	55.00	\$40.64	\$14.32	\$7.07	\$4.40	\$0.00	\$66.43
4	65.00	\$48.03	\$14.32	\$8.30	\$5.20	\$0.00	\$75.85
5	75.00	\$55.42	\$14.32	\$9.53	\$6.00	\$0.00	\$85.27

Apprentice to Journeyworker Ratio: 1:2

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	\$69.08	\$13.45	\$13.75	\$9.30	\$0.00	\$105.58
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.11	\$0.00	\$70.23
LABORERS - ZONE 2	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.11	\$0.00	\$71.67
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.80	\$10.15	\$9.50	\$9.11	\$0.00	\$74.56
	12/1/2027	\$47.25	\$10.15	\$9.50	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.75	\$10.15	\$9.50	\$9.11	\$0.00	\$77.51
	12/1/2028	\$50.25	\$10.15	\$9.50	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$41.47	\$10.15	\$9.50	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.91	\$10.15	\$9.50	\$9.21	\$0.00	\$71.77
	12/1/2026	\$44.35	\$10.15	\$9.50	\$9.21	\$0.00	\$73.21

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

POWDERMAN & BLASTER	12/1/2025	\$42.22	\$10.15	\$9.50	\$9.11	\$0.00	\$70.98
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$43.66	\$10.15	\$9.50	\$9.11	\$0.00	\$72.42
LABORERS - ZONE 2	12/1/2026	\$45.10	\$10.15	\$9.50	\$9.11	\$0.00	\$73.86
	6/1/2027	\$46.55	\$10.15	\$9.50	\$9.11	\$0.00	\$75.31
	12/1/2027	\$48.00	\$10.15	\$9.50	\$9.11	\$0.00	\$76.76
	6/1/2028	\$49.50	\$10.15	\$9.50	\$9.11	\$0.00	\$78.26
	12/1/2028	\$51.00	\$10.15	\$9.50	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	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 DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012)	8/1/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$0.00	\$57.56
TEAMSTERS 25 (Suburban) - Aggregate							
TEAMSTERS 25 (Suburban) - Aggregate							
READY-MIX CONCRETE DRIVER	8/1/2022	\$30.50	\$11.91	\$15.25	\$0.00	\$0.00	\$57.66
TEAMSTERS 25 (Suburban) - Aggregate							
TEAMSTERS 25 (Suburban) - Aggregate							
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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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.Roofing Waterproofing &Roofing Damproofg)	8/1/2025	\$53.53	\$13.28	\$12.67	\$9.03	\$0.00	\$88.51
ROOFERS LOCAL 33	2/1/2026	\$54.78	\$13.28	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$13.28	\$6.52	\$9.03	\$0.00	\$55.60
2	60.00	\$32.12	\$13.28	\$12.67	\$9.03	\$0.00	\$67.10
3	65.00	\$34.79	\$13.28	\$12.67	\$9.03	\$0.00	\$69.77
4	75.00	\$40.15	\$13.28	\$12.67	\$9.03	\$0.00	\$75.13
5	85.00	\$45.50	\$13.28	\$12.67	\$9.03	\$0.00	\$80.48

Apprentice: ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.39	\$13.28	\$6.52	\$9.03	\$0.00	\$56.22
2	60.00	\$32.87	\$13.28	\$12.67	\$9.03	\$0.00	\$67.85
3	65.00	\$35.61	\$13.28	\$12.67	\$9.03	\$0.00	\$70.59
4	75.00	\$41.09	\$13.28	\$12.67	\$9.03	\$0.00	\$76.07
5	85.00	\$46.56	\$13.28	\$12.67	\$9.03	\$0.00	\$81.54

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

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

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	8/1/2025	\$60.98	\$14.91	\$18.74	\$9.53	\$2.98	\$107.14
SHEETMETAL WORKERS LOCAL 17	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17 - A							

Apprentice: SHEETMETAL WORKER							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$25.61	\$14.91	\$6.13	\$0.00	\$0.00	\$46.65
2	42.00	\$25.61	\$14.91	\$6.13	\$0.00	\$0.00	\$46.65
3	47.00	\$28.66	\$14.91	\$11.01	\$1.25	\$1.62	\$57.45
4	47.00	\$28.66	\$14.91	\$11.01	\$1.25	\$1.62	\$57.45
5	52.00	\$31.71	\$14.91	\$11.74	\$1.50	\$1.74	\$61.60
6	52.00	\$31.71	\$14.91	\$11.74	\$1.75	\$1.75	\$61.86
7	60.00	\$36.59	\$14.91	\$12.90	\$2.00	\$1.93	\$68.33
8	65.00	\$39.64	\$14.91	\$13.63	\$2.25	\$2.04	\$72.47
9	75.00	\$45.74	\$14.91	\$15.09	\$2.75	\$2.28	\$80.77
10	85.00	\$51.83	\$14.91	\$16.55	\$2.75	\$2.49	\$88.53

Apprentice: SHEETMETAL WORKER							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
2	42.00	\$26.43	\$14.91	\$6.19	\$0.00	\$0.00	\$47.53
3	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
4	47.00	\$29.58	\$14.91	\$10.93	\$1.25	\$1.62	\$58.29
5	52.00	\$32.72	\$14.91	\$11.66	\$1.50	\$1.74	\$62.53
6	52.00	\$32.72	\$14.91	\$11.66	\$1.75	\$1.75	\$62.79
7	60.00	\$37.76	\$14.91	\$12.84	\$2.00	\$1.93	\$69.44
8	65.00	\$40.90	\$14.91	\$13.58	\$2.25	\$2.04	\$73.68
9	75.00	\$47.20	\$14.91	\$15.06	\$2.75	\$2.28	\$82.20
10	85.00	\$53.49	\$14.91	\$16.53	\$2.75	\$2.49	\$90.17

Apprentice to Journeyworker Ratio: 1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20

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
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
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"

TELECOMMUNICATION TECHNICIAN	9/1/2025	\$52.94	\$13.00	\$13.97	\$6.98	\$0.00	\$86.89
TELECOMMUNICATION TECHNICIAN	3/1/2026	\$53.49	\$13.00	\$14.23	\$7.20	\$0.00	\$87.92
ELECTRICIANS LOCAL 103	9/1/2026	\$55.02	\$13.00	\$14.28	\$7.20	\$0.00	\$89.50
ELECTRICIANS LOCAL 103	3/1/2027	\$55.98	\$13.00	\$14.31	\$7.20	\$0.00	\$90.49
	9/1/2027	\$57.50	\$13.00	\$14.36	\$7.20	\$0.00	\$92.06
	3/1/2028	\$58.46	\$13.00	\$14.38	\$7.20	\$0.00	\$93.04

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.82	\$13.00	\$0.71	\$0.00	\$0.00	\$37.53
2	45.00	\$23.82	\$13.00	\$0.71	\$0.00	\$0.00	\$37.53
3	50.00	\$26.47	\$13.00	\$13.17	\$3.49	\$0.00	\$56.13
4	50.00	\$26.47	\$13.00	\$13.17	\$3.49	\$0.00	\$56.13

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	55.00	\$29.12	\$13.00	\$13.25	\$3.84	\$0.00	\$59.21
6	60.00	\$31.76	\$13.00	\$13.33	\$4.19	\$0.00	\$62.28
7	65.00	\$34.41	\$13.00	\$13.41	\$4.54	\$0.00	\$65.36
8	70.00	\$37.06	\$13.00	\$13.49	\$4.89	\$0.00	\$68.44
9	75.00	\$39.71	\$13.00	\$13.57	\$5.24	\$0.00	\$71.52
10	80.00	\$42.35	\$13.00	\$13.65	\$5.58	\$0.00	\$74.58

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79
2	45.00	\$24.07	\$13.00	\$0.72	\$0.00	\$0.00	\$37.79
3	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78
4	50.00	\$26.75	\$13.00	\$13.43	\$3.60	\$0.00	\$56.78
5	55.00	\$29.42	\$13.00	\$13.51	\$3.96	\$0.00	\$59.89
6	60.00	\$32.09	\$13.00	\$13.59	\$4.32	\$0.00	\$63.00
7	65.00	\$34.77	\$13.00	\$13.67	\$4.68	\$0.00	\$66.12
8	70.00	\$37.44	\$13.00	\$13.75	\$5.04	\$0.00	\$69.23
9	75.00	\$40.12	\$13.00	\$13.83	\$5.40	\$0.00	\$72.35
10	80.00	\$42.79	\$13.00	\$13.91	\$5.76	\$0.00	\$75.46

Apprentice to Journeyworker Ratio: 1:1

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

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 LABORERS	12/1/2025	\$52.70	\$10.15	\$9.50	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.25	\$10.15	\$9.50	\$9.80	\$0.00	\$83.70
	12/1/2026	\$55.75	\$10.15	\$9.50	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	12/1/2025	\$48.82	\$10.15	\$9.50	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.37	\$10.15	\$9.50	\$9.80	\$0.00	\$79.82
	12/1/2026	\$51.87	\$10.15	\$9.50	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	12/1/2025	\$48.70	\$10.15	\$9.50	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.25	\$10.15	\$9.50	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.75	\$10.15	\$9.50	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.62	\$16.05	\$13.25	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.90	\$16.05	\$13.25	\$3.25	\$0.00	\$92.45
	12/1/2026	\$61.34	\$16.05	\$13.25	\$3.25	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR LABORERS	12/1/2025	\$60.93	\$10.15	\$9.50	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.48	\$10.15	\$9.50	\$10.25	\$0.00	\$92.38
	12/1/2026	\$63.98	\$10.15	\$9.50	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	12/1/2025	\$62.93	\$10.15	\$9.50	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.48	\$10.15	\$9.50	\$10.25	\$0.00	\$94.38
	12/1/2026	\$65.98	\$10.15	\$9.50	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	12/1/2025	\$53.00	\$10.15	\$9.50	\$10.25	\$0.00	\$82.90

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$54.55	\$10.15	\$9.50	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	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
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
	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	\$71.74	\$14.32	\$12.61	\$8.00	\$0.00	\$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	\$73.89	\$14.32	\$12.61	\$8.00	\$0.00	\$108.82
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$76.04	\$14.32	\$12.61	\$8.00	\$0.00	\$110.97
	3/1/2027	\$78.19	\$14.32	\$12.61	\$8.00	\$0.00	\$113.12
	8/30/2027	\$80.34	\$14.32	\$12.61	\$8.00	\$0.00	\$115.27
	2/2/2028	\$82.54	\$14.32	\$12.61	\$8.00	\$0.00	\$117.47
	9/4/2028	\$84.74	\$14.32	\$12.61	\$8.00	\$0.00	\$119.67
	3/5/2029	\$86.94	\$14.32	\$12.61	\$8.00	\$0.00	\$121.87
	9/3/2029	\$89.14	\$14.32	\$12.61	\$8.00	\$0.00	\$124.07
	3/4/2030	\$91.09	\$14.32	\$12.61	\$8.00	\$0.00	\$126.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Outside Electrical

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CABLE TECHNICIAN (Power Zone)	8/31/2025	\$36.55	\$10.75	\$1.10	\$1.00	\$0.00	\$49.40
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$38.13	\$11.00	\$1.14	\$1.00	\$0.00	\$51.27
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$39.65	\$11.25	\$1.19	\$1.00	\$0.00	\$53.09
For apprentice rates see "Apprentice- LINEMAN"							
CABLEMAN (Underground Ducts & Cables)	8/31/2025	\$51.78	\$10.75	\$1.55	\$10.71	\$0.00	\$74.79
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$54.02	\$11.00	\$1.62	\$11.14	\$0.00	\$77.78
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$56.17	\$11.25	\$1.69	\$11.57	\$0.00	\$80.68
For apprentice rates see "Apprentice- LINEMAN"							
DRIVER / GROUNDMAN CDL	8/31/2025	\$42.64	\$10.75	\$1.28	\$10.45	\$0.00	\$65.12
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$44.49	\$11.00	\$1.33	\$10.80	\$0.00	\$67.62
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$46.26	\$11.25	\$1.39	\$11.15	\$0.00	\$70.05
For apprentice rates see "Apprentice- LINEMAN"							
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	8/31/2025	\$33.51	\$10.75	\$1.01	\$1.00	\$0.00	\$46.27
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$34.95	\$11.00	\$1.05	\$1.00	\$0.00	\$48.00
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$36.64	\$11.25	\$1.09	\$1.00	\$0.00	\$49.98
For apprentice rates see "Apprentice- LINEMAN"							
EQUIPMENT OPERATOR (Class A CDL)	8/31/2025	\$51.78	\$10.75	\$1.55	\$14.79	\$0.00	\$78.87
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$54.02	\$11.00	\$1.62	\$15.22	\$0.00	\$81.86
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$56.17	\$11.25	\$1.69	\$15.65	\$0.00	\$84.76
For apprentice rates see "Apprentice- LINEMAN"							
EQUIPMENT OPERATOR (Class B CDL)	8/31/2025	\$45.69	\$10.75	\$1.37	\$11.27	\$0.00	\$69.08
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$47.66	\$11.00	\$1.43	\$11.65	\$0.00	\$71.74
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$49.56	\$11.25	\$1.49	\$12.03	\$0.00	\$74.33
For apprentice rates see "Apprentice- LINEMAN"							
GROUNDMAN	8/31/2025	\$33.51	\$10.75	\$1.01	\$1.00	\$0.00	\$46.27
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$34.95	\$11.00	\$1.05	\$1.00	\$0.00	\$48.00
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$36.34	\$11.25	\$1.09	\$1.00	\$0.00	\$49.68
For apprentice rates see "Apprentice- LINEMAN"							
GROUNDMAN -Inexperienced (<2000 Hrs.)	8/31/2025	\$27.41	\$10.75	\$0.82	\$1.00	\$0.00	\$39.98
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$28.60	\$11.00	\$0.86	\$1.00	\$0.00	\$41.46
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$29.74	\$11.25	\$0.89	\$1.00	\$0.00	\$42.88
For apprentice rates see "Apprentice- LINEMAN"							
JOURNEYMAN LINEMAN	8/31/2025	\$60.92	\$10.75	\$1.83	\$18.00	\$0.00	\$91.50
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/30/2026	\$63.55	\$11.00	\$1.91	\$18.50	\$0.00	\$94.96
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	8/29/2027	\$66.08	\$11.25	\$1.98	\$19.00	\$0.00	\$98.31

Apprentice: JOURNEYMAN LINEMAN							
Effective Date: 8/31/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Additional Apprentice Information

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

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

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

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DOCUMENT 00870

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS
(EXECUTIVE ORDER 11246)
Revised April 9, 2019

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$ 10,000 the provisions of the specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as many be required by the Government and keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$ 10,000. The goals are applicable to the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.

Area covered: Goal for Women apply nationwide

Goals and Timetables

Timetable

Goals (percent)

From Apr. 1, 1980 until further notice

6.9

APPENDIX B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall included in all Federal or federally assisted construction contracts and subcontracts in excess of \$ 10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on- site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors participating in an approved Hometown Plan (see 41 CFR 6-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix B-80.

Economic Areas

<u>STATE:</u>	<u>Goals (percent)</u>
MASSACHUSETTS	
004 Boston MA:	
SMSA Counties:	
1123 Boston-Lowell-Brockton-Lawrence-Haverhill, MA-NH	4.0
MA Essex, MA Middlesex, MA Norfolk, MA Plymouth, MA Suffolk, NH Rockingham.	
5403 Fall River- New Bedford MA, Bristol	1.6
9243 Worcester-Fitchburg-Leominster, MA	1.6
6323 Springfield-Chicopee-Holyoke MA-CT MA Hampden, MA Hampshire	4.8
Non-SMSA Counties: MA Barnstable, MA Dukes, MA Nantucket	3.6
Non-SMSA Counties: MA Franklin	5.9

APPENDIX C

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Massachusetts Department of Transportation (MassDOT) or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to MassDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, MassDOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a control, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as MassDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request MassDOT to enter into any litigation to protect the interests of MassDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX D

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor,” which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

PERTINENT NON-DISCRIMINATION AUTHORITIES:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

*** END OF DOCUMENT ***

DOCUMENT 00880

Revised January 12, 2022



DEPARTMENT OF LABOR

Employment Standards Administration

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONTRACTS

	Rates	Fringes
PAINTER (Steel).....	\$ 56.76	36.00

SUMA2014-011 01/11/2017		

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 47.93	19.46
CEMENT MASON/CONCRETE FINISHER...	\$ 56.70	21.08
LABORER: Common or General.....	\$ 36.58	19.40
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 41.78	18.37
LABORER: Guardrail Installation.....	\$ 37.70	15.37
OPERATOR: Crane.....	\$ 57.61	0.00
OPERATOR: Forklift.....	\$ 64.67	0.00
OPERATOR: Mechanic.....	\$ 48.14	17.02
OPERATOR: Piledriver.....	\$ 44.46	16.94
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 41.49	23.07
PAINTER: Spray (Linestriping)....	\$ 40.87	13.86
PILEDRIVERMAN.....	\$ 45.65	23.33
TRAFFIC CONTROL: Flagger.....	\$ 23.00	20.44
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 44.49	12.41
TRUCK DRIVER: Concrete Truck....	\$ 33.69	15.79
TRUCK DRIVER: Dump Truck.....	\$ 38.92	9.73
TRUCK DRIVER: Flatbed Truck.....	\$ 48.53	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c) (1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

DOCUMENT A00801

SPECIAL PROVISIONS**LINCOLN****Federal Aid Project No. HIP(NGB)-003S(902)X
Superstructure Replacement, L-12-002, Concord Road (Route 126) over
MBTA/CSX Railroad**

Labor participation goals for this Project shall be 15.3% for minorities and 6.9% for women for each job category. The goals are applicable to both Contractor's and Subcontractor's on-site construction workforce. Refer to Document 00820 for details.

SCOPE OF WORK

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.

The work under this contract consists of the replacement of the existing Bridge No. L-12-002 superstructure, carrying the two traffic lanes and sidewalk of Concord Road over MBTA/CSX Railroad, with a new steel stringer superstructure with cast-in-place concrete deck, and carrying two traffic lanes with a shared-use path. Work also includes reconstructing approximately 630 feet of Concord Road (Route 126), and also the installation, maintenance, and removal of a temporary pedestrian/utility bridge to be used by pedestrian traffic during construction.

The work includes furnishing all labor, materials, equipment, and incidental costs required for the demolition, removal and disposal of the entire existing bridge superstructure, partial demolition of substructure elements and construction and rehabilitation of the proposed superstructure and substructure and temporary utility/pedestrian bridge.

The proposed superstructure is dimensionally similar to the existing and shall be constructed in phases as shown in the contract drawings. Temporary and permanent shoring shall be utilized to facilitate construction activities whilst protecting adjacent vehicular traffic, pedestrians and railroad operations.

The proposed bridge structure includes elastomeric bearings, rolled steel beams, cast in place deck, membrane waterproofing, asphalt pavement, safety curb, sidewalk and parapets with protective screens.

SCOPE OF WORK (Continued)

The work also includes, but is not limited to, reconstructing the existing roadway approaches, temporary/permanent utility relocation, temporary traffic management, necessary clearing, excavation, borrow, grading, highway guardrail, pavement markings, roadway pavement, roadway embankment, and other items as shown on the plans or described herein.

Cyclist and pedestrian access over the MBTA/CSX shall be continuously maintained during construction and temporary approaches, temporary bridge and its required support shall be utilized during some stages of construction.

The work will also include coordination with MBTA/Keolis to relocate MBTA Power, Signal, Communication and PTC conduit and cables, and power and communication services into MBTA.

Overhead utilities will be temporarily and permanently relocated by others.

CONTRACTOR QUESTIONS AND ADDENDUM ACKNOWLEDGEMENTS

Prospective bidders are required to submit all questions to the Construction Contracts Engineer by 3:00 P.M. on the Tuesday of the previous week before the scheduled bid opening date. Any questions received after this time will not be considered for review by the Department.

Contractors should email questions and addendum acknowledgements to the following email address massdotSpecifications@dot.state.ma.us The MassDOT proposal number and municipality is to be placed in the subject line.

SUBSECTION 7.05 INSURANCE REQUIREMENTS

The insurance requirements set forth in this subsection are in addition to the requirements of the Standard Specifications.

**7.05.B: Public Liability Insurance 1. and
7.05.B: Public Liability Insurance 2.**

The Massachusetts Department of Transportation and applicable railroads shall be named as additional insureds.

7.05.B: Public Liability Insurance 4.

Asbestos Liability Insurance shall be obtained for this project. The Contractor and the Massachusetts Department of Transportation shall be named as additional insureds.

RAILROAD INSURANCE REQUIREMENTS

The insurance requirements set forth in this section are in addition to the requirements of the Standard Specifications.

Railroad Operations Directorate: Section F:

1. The Contractor shall furnish, with respect to the operations of the Contractor or any of the Contractor's Subcontractors performing within the Railroad right-of-way, broad form Railroad Protective Liability Insurance covering all work performed under this Contract in the amount of not less than \$5,000,000 per occurrence, \$10,000,000 aggregate combined bodily injury and property damage. The Contractor shall carry Worker's Compensation Insurance, including Employers Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work performed by him under the Contract. The Contractor shall carry Umbrella Liability Coverage with limits of not less than \$10,000,000 per occurrence, covering all work performed by him under this Contract. Automobile Liability Insurance: The Contractor shall provide Automobile Liability Insurance to include the use of all vehicles; owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit covering all work performed under the Contract.
2. Such insurance shall be written on an occurrence basis.
3. The MBTA and applicable railroads shall be the named insureds on such insurance. Additional named insured are listed below. Original policies and certificates shall be made out to the MBTA and applicable railroads and mailed to:

MBTA: Treasurer-Controller
MBTA
10 Park Plaza
Boston, MA 02116
Tel. (617) 222-3064

Keolis: General Counsel
Keolis Commuter Services, LLC
470 Atlantic Avenue
Boston, MA 02210

CSX: General Manager
CSX
1 Bell Crossing Road
RD. #2, Box 145
Selkirk, NY 12158-9618
Tel. (518) 767-6111

4. The Contractor shall furnish to the MBTA and railroad companies a signed original of the Railroad Protective Liability Policy prior to entry upon the railroad right-of-way.
5. Such policies shall provide 30 days notice to each named insured by the insurance company before any change or cancellation of the policies.
6. Such Railroad Protective Insurance policies may be provided in forms commonly referred to as AAR/AASHTO or ISO/RIMA but not Oregon.

Questions regarding insurance should be directed to the MBTA's Risk Manager at 617-222-3064.

The contractor shall be aware of the latest MBTA insurance limits / requirements. See the following link for more information:

<https://www.mbtarealty.com/licenses.html>

WORK HOURS

All work on roadways shall be performed during normal work hours. The work shall be done on an 8-hour day, 5-day week (Monday through Friday) between the hours of 7:00 AM and 3:30 PM with the prime Contractor and all Sub-Contractors working on the same shift. The Contractor must maintain safe and reasonable access to adjacent properties at all times. The bridge and roadway shall remain open to traffic at all times during these daytime work hours, following the temporary traffic control plans, signal plans and signage needed for phase construction, as detailed in the Contract Drawings. No work on roadways shall be done on this contract on Saturdays, Sundays, or holidays.

For work outside of the hours listed above, the Contractor will require approval of the District and the Town of Lincoln.

It is anticipated that some overnight work and temporary nighttime roadway closures may be necessary for certain construction operations, such as erection of the new steel beams for the proposed bridge superstructure. During any nighttime road closures, the Contractor must provide a detour for traffic, following the temporary detour plan provided in the Contract Drawings. Any nighttime roadway closures require prior approval of the District and the Town of Lincoln.

For specific construction operations affecting the railroad that require weekend or night work, the Contractor shall notify and obtain approval from the Engineer prior to commencing. The Contractor shall coordinate with the affected railroad company(s) the times when the existing superstructure and substructure elements may be demolished, replaced and/or rehabilitated (as applicable and as detailed on the Contract Drawings), and when the proposed beams, deck and utilities will be placed over the railroad right-of-way. This will involve work after-hours, and railroad windows of operation where construction is active on, adjacent to or over the railroad right-of-way are limited, depending on proximity to the tracks and train schedules for the railroad company(s):

- Work at Existing Abutments, Temporary Bridge Abutments and Wingwalls, Utility Work at the Embankments – Work hours will be 8 hours a day in the daytime hours, as long as all equipment and operations are a minimum of 8' – 6" from the centerline of track.
- Existing Pier Rehabilitation and Excavation Work, Demolition of Existing Steel Superstructure, Erection of New Steel Superstructure, Utility Work Close to Tracks, Installation of Temporary Pedestrian/Utility Bridge Superstructure over the tracks – A maximum of approximately 5 work hours on Friday nights and 5 hours on Saturday nights. On these nights the last train departure is scheduled for 11:50 pm and the first train departure is scheduled for 5:00 am. On weeknights, a maximum of approximately 2.5 to 3 hours may be available between the hours of 1:00 AM to 4:00 AM.

The above work hours are to be used as a guide and are not guaranteed.

The Contractor shall coordinate with MBTA on work schedules and anticipated train schedules.

No additional compensation will be provided for lost work hours due to limitations by the railroad.

SUBSECTION 8.03 PROSECUTION OF WORK

Add/amend the following at the end of the Section:

Contractual Milestones

This Contract contains the following Contractual Milestones that are to be included in the Contractor's Baseline Contract Progress Schedule submission. The Contractor shall identify the completion of the work pertaining to each Contractual Milestone through the inclusion of a Finish Milestone in the accepted baseline Contract Progress Schedule.

• MS#01 – Contractor Field Completion:

The Contractor shall achieve Contractor Field Completion within 2027 calendar days from Notice to Proceed.

Contractor Field Completion shall be defined as the date that completion of all physical contract Work has been performed, including the completion of the punch-list work and the Contractor has fully de-mobilized from the field operations.

• MS#02 –Substantial Completion:

The Contractor shall achieve Substantial Completion within 1975 calendar days from Notice to Proceed.

Substantial Completion shall be described as the date that a walkthrough of the entire contract Work has been performed by the Resident Engineer, and the Work required by the Contract, including paperwork, has been completed, except for work having a contract price of less than one percent of the adjusted contract price, including overruns, under runs and all contract amendments. All Material submittals must have been received by the District Materials Lab.

• MS#03 – Full Beneficial Use:

The Contractor shall achieve Full Beneficial Use within 1958 calendar days from Notice to Proceed.

Full Beneficial Use shall be described as the date that the majority of the contract Work has been completed and the asset(s) has been opened for full multi-modal transportation use, except for limited contract work items that do not materially impair or hinder the intended public use of the transportation facility. All anticipated lane takings have been completed, except for minor, short term work items.

LIMITATIONS OF OPERATIONS

Access Restraints

This contract will contain Access Restraint(s) to provide an anticipated start date of certain portions of the Work that are restrained by a Utility Party or other 3rd Parties. An Access Restraint is a restriction of physical work, of a specific area or operation in the Contract, to allow all bidders to evaluate anticipated work restrictions, equally, during the pre-bid planning stages. The Contract Time (duration) has considered these portions of the utility work and has been developed with the initial information that has been provided by the Utility Party and accepted by MassDOT. The Contractor shall communicate and coordinate with all affected Utilities and may be required to perform support aspects of the utility relocation (as noted in the Contract Documents) well in advance of the start of the applicable utility relocation. The Contractor must clearly identify all aspects of this work in the preparation of the Construction Schedule and throughout the contract duration.

This contract contains the following Access Restraints that are to be included in the Contractor's Baseline Schedule submission:

- **AR#01 – Access Restraint #01:** The Contractor shall allow National Grid 240 working days and all other Utility Companies 126 working days to complete their initial relocations and the Contractor cannot work on site during the utility relocations in accordance with the Project Utilities Coordination form. The Contractor will coordinate their work with the appropriate Utility Companies.
- **AR#02 – Access Restraint #02:** The Contractor shall not schedule work requiring closure of the roadway for demolition and construction of the new bridge until March 15th 2026.
- **AR#03 – Access Restraint #03:** The Contractor shall allow National Grid 240 working days and all other Utility Companies 126 working days to complete their final relocations and the Contractor cannot work on site during the utility relocations in accordance with the Project Utilities Coordination form. The Contractor will coordinate their work with the appropriate Utility Companies.

Other

The Contractor shall meet all Contract Milestones in accordance with the time requirements specified in the Contract.

In submitting a bid price for this contract, the Contractor acknowledges that a detailed plan has been developed to meet the Contract Time for all aspects of the Contract; including shift work; extended work hour requirements/restrictions; all of the limitations of operations; utility coordination, as well as the planning of all Sub-Contractor and supplier operations.

The contract time has been developed utilizing a five day, 40 hour work week.

The contract time has been developed assuming that the bridge and roadway closure will not be allowed in the winter. A typical winter shutdown period between December 1st and March 15th of each calendar year has been assumed.

HOLIDAY WORK RESTRICTIONS

(Supplementing Subsection 7.09)

The District Highway Director (DHD) may authorize work to continue during these specified time periods if it is determined by the District that the work will not negatively impact the traveling public. DHD may allow work in those areas on a case by case basis and where work is behind barrier and will not impact traffic

Below are the holiday work restrictions:

New Years Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the DHD and the local police chief.

Martin Luther King's Birthday (Federal Holiday)

No work restrictions due to traffic concerns, however work on local roadways requires permission by the DHD and local police chief.

President's Day (Federal Holiday)

No work restrictions due to traffic concerns, however work on local roadways requires permission by the DHD and local police chief.

Evacuation Day (Suffolk County State Holiday)

No work restrictions due to traffic concerns.

Patriot's Day (State Holiday)

Work restrictions will be in place for Districts 3 and 6 along the entire Boston Marathon route and any other locations that the DHD in those districts determine are warranted so as to not to impact the marathon. All other districts work restrictions will be as per DHD.

Mother's Day

No work on Western Turnpike and Metropolitan Highway System from 5:00 AM on the Friday before, until the normal start of business on the following day.

Memorial Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Bunker Hill Day (Suffolk County State Holiday)

No work restrictions due to traffic concerns.

Juneteenth

No work restrictions due to traffic concerns, however work on local roadways requires permission by the DHD and local police chief.

HOLIDAY WORK RESTRICTIONS (Continued)**Independence Day (Federal Holiday)**

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the DHD and the local police chief.

Labor Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Columbus Day (Federal Holiday)

No work on major arterials from 5:00 AM on the Friday before, until the normal start of business on the following day

Veterans' Day (Federal Holiday)

No work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)

No work on major arterials from 5:00 AM two days before until the normal start of business on the following Monday.

Christmas Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day.

SOIL STOCKPILING DIRECTIVE P-22-001

Any stockpiling of soil must be performed in compliance with Policy Directive P-22-001, Off-Site Stockpiling of Soil from MassDOT Construction Projects. This directive limits the allowable locations for off-site stockpiling of soil generated during MassDOT projects and includes various requirements that must be satisfied by the contractor prior to off-site stockpiling. The Contractor is responsible for identifying a suitable stockpile location.

SUBSECTION 8.02 SCHEDULE OF OPERATIONS

Replace this subsection with the following:

An integrated cost and schedule controls program shall be implemented by the Contractor to track and document the progress of the Work from Notice to Proceed (NTP) through the Contractor Field Completion (CFC) Milestone. The Contractor's schedules will be used by the Engineer to monitor project progress, plan the level-of-effort required by the Department's work force and consultants and as a critical decision-making tool. Accordingly, the Contractor shall ensure that it complies fully with the requirements specified herein and that its schedules are both accurate and updated as required by the specification throughout the life of the project. Detailed requirements are provided in Division II, Section 722 Construction Scheduling.

SUBSECTION 8.14 UTILITY COORDINATION, DOCUMENTATION, AND MONITORING RESPONSIBILITIES

A. GENERAL

In accordance with the provisions of Section 8.00 Prosecution and Progress, utility coordination is a critical aspect to this Contract. This section defines the responsibility of the Contractor and MassDOT, with regard to the initial utility relocation plan and changes that occur as the prosecution of the Work progresses. The Engineer, with assistance from the Contractor shall coordinate with Utility companies that are impacted by the Contractor's operations. To support this effort, the Contractor shall provide routine and accurate schedule updates, provide notification of delays, and provide documentation of the steps taken to resolve any conflicts for the temporary and/or permanent relocations of the impacted utilities. The Contractor shall provide copies to the Engineer of the Contractor communication with the Utility companies, including but not limited to:

- Providing advanced notice, for all utility-related meetings initiated by the Contractor.
- Providing meeting minutes for all utility-related meetings that the Contractor attends.
- Providing all test pit records.
- Request for Early Utility work requirements of this section (see below).
- Notification letters for any proposed changes to Utility start dates and/or sequencing.
- Written notification to the Engineer of all apparent utility delays within seven (7) Calendar Days after a recognized delay to actual work in the field – either caused by a Utility or the Contractor.
- Any communication, initiated by the Contractor, associated with additional Right-of-Way needs in support of utility work.
- Submission of completed Utility Completion Forms.

B. PROJECT UTILITY COORDINATION (PUC) FORM

The utility schedule and sequence information provided in the Project Utility Coordination Form (if applicable) is the best available information at the time of the bid and has been considered in setting the contract duration. The Contractor shall use all of this information in developing the bid price and the Baseline Schedule Submission, inclusive of the individual utility durations sequencing requirements, and any work that has been noted as potentially concurrent utility installations.

C. INITIATION OF UTILITY WORK

The Engineer will issue all initial notice-to-proceed dates to each Utility company based on either the:

- 1) Contractor's accepted Baseline Schedule
- 2) An approved Early Utility Request in the form of an Early Utility sub-net schedule (in accordance with the requirements of this Subsection)
- 3) An approved Proposal Schedule

C.1 - BASELINE SCHEDULE – UTILITY BASIS

The Contractor shall provide a Baseline Schedule submission in accordance with the requirements of Subsection 8.02 and inclusive of all of the information provided in the PUC Form that has been issued in the Contract documents. This is to include the utility durations, sequencing of work, allowable concurrent work, and all applicable considerations that have been depicted on the PUC Form.

SUBSECTION 8.14 (Continued)**C.2 – EARLY UTILITY REQUEST – (aka SUBNET SCHEDULE) PRIOR TO THE BASELINE**

All early utility work is defined as any anticipated/required utility relocations that need to occur prior to the Baseline Schedule acceptance. In all cases of proposed early utility relocation, the Contractor shall present all known information at the pre-construction conference in the form of a ‘sub-net’ schedule showing when each early utility activity needs to be issued a notice-to-proceed. The Contractor shall provide advance notification of this intent to request early utility work in writing at or prior to the Pre-Construction meeting. Prior to officially requesting approval for early utility work, the Contractor shall also coordinate with MassDOT and all utility companies (private, state or municipal) which may be impacted by the Contract. If this request is acceptable to the Utilities and to MassDOT, the Engineer will issue a notice-to-proceed to the affected Utilities, based on these accepted dates.

C.3 – PROPOSAL SCHEDULE - CHANGES TO THE PUC FORM

If the Contractor intends to submit a schedule (in accordance with MassDOT Standard Specifications, Division I, Subsection 8.02) that contains durations or sequencing that vary from those provided in the Project Utility Coordination (PUC) Form, the Contractor must submit this as an intended change, in the form of a Proposal Schedule and in accordance with MassDOT Standard Specifications, Division I, Subsection 8.02. These proposed changes are subject to the approval of the Engineer and the impacted utilities, in the form of this Proposal Schedule and a proposed revision to the PUC form. The Contractor shall not proceed with any changes of this type without written authorization from the Engineer, that references the approved Proposal Schedule and PUC form changes. The submission of the Baseline Schedule should not include any of these types of proposed utility changes and should not delay the submission of the Baseline Schedule. As a prerequisite to the Proposal Schedule submission, and in advance of the utility notification(s) period, the Contractor shall coordinate the proposed utility changes with the Engineer and the utility companies, to develop a mutually agreed upon schedule, prior to the start of construction.

D. UTILITY DELAYS

The Contractor shall notify the Engineer upon becoming aware that a Utility owner is not advancing the work in accordance with the approved utility schedule. Such notice shall be provided to the Engineer no later than seven (7) calendar days after the occurrence of the event that the Contractor believes to be a utility delay. After such notice, the Engineer and the Contractor shall continue to diligently seek the Utility Owner’s cooperation in performing their scope of Work.

In order to demonstrate that a critical path delay has been caused by a third-party Utility, the Contractor must demonstrate, through the requirements of the monthly Progress Schedule submissions and the supporting contract records associated with Subsection 8.02, 8.10 and 8.14, that the delays were beyond the control of the Contractor.

SUBSECTION 8.14 (Continued)

All documentation provided in this section is subject to the review and verification of the Engineer and, if required, the Utility Owner. In accordance with MassDOT Specifications, Division I, Subsection 8.10, a Time Extension will be granted for a delay caused by a Utility, only if the actual duration of the utility work is in excess of that shown on the Project Utility Coordination Form, and only if;

- 1) proper Notification of Delay was provided to MassDOT in accordance with the time requirements that are specified in this Section
- 2) the utility delay is a critical path impact to the Baseline Schedule (or most recently approved Progress Schedule)

E. LOCATION OF UTILITIES

The locations of existing utilities are shown on the Contract drawings as an approximation only. The Contractor shall perform a pre-construction utility survey, including any required test pits, to determine the location of all known utilities no later than thirty (30) calendar days before commencing physical site work in the affected area.

F. POST UTILITY SURVEY – NOTIFICATION

Following completion of a utility survey of existing locations, the Contractor will be responsible to notify the Engineer of any known conflicts associated with the actual location of utilities prior to the start of the work. The Engineer and the Contractor will coordinate with any utility whose assets are to be affected by the Work of this Contract. A partial list of utility contact information is provided in the Project Utility Coordination Form.

G. MEETINGS AND COOPERATION WITH UTILITY OWNERS

The Contractor shall notify the Engineer in advance of any meeting they initiate with a Utility Owner's representative to allow MassDOT to participate in the meeting if needed.

Prior to the Pre-Construction Meeting, the Contractor should meet with all Utility Owners who will be required to perform utility relocations within the first 6 months of the project, to update the affected utilities of the Project Utility Coordination Form and all other applicable Contract requirements that impact the Utilities. The Contractor shall copy the Engineer on any correspondence between the Utility Owner and the Contractor.

H. FORCE ACCOUNT / UTILITY MONITORING REQUIREMENTS

The Engineer will be responsible for recording daily Utility work force reports. The start, suspension, re-start, and completion dates of each of the Utilities, within each phase of the utility relocation work, will be monitored and agreed to by the Engineer and the Contractor as the work progresses.

I. ACCESS AND INSPECTION

The Contractor shall be responsible for allowing Utility owners access to their own utilities to perform the relocations and/or inspections. The Contractor shall schedule their work accordingly so as not to delay or prevent each utility from maintaining their relocation schedule.

BIDDERS LIST

Pursuant to the provisions of 49 CFR Part 26.11 all official bidders will be required to report the names, addresses and telephone numbers of all firms that submitted bids or quotes in connection with this project. Failure to comply with a written request for this information within 15 business days may result in a recommendation to the Prequalification Committee that prequalification status be suspended until the information is received.

The Department will survey all firms that have submitted bids or quotes during the previous year prior to setting the annual goal and shall request that each firm report its age and gross receipts for the year.

BUILD AMERICA BUY AMERICA PREFERENCE

On Federally-aid projects the Buy America (23.CFR § 635.410) and Build America, Buy America Act. requires the following,

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. Foreign steel and iron can be used if the cost of the materials does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater. The action of applying a coating to a covered material (i.e., steel and iron) is deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to requirements of Build America, Buy America. Steel used for temporary support of excavation, including H piles, soldier piles, and sheeting when the steel is required to be left in place is subject to requirements of Build America, Buy America. Temporary steel, shall remain in place when it falls within the influence zone of the soil supporting any structure or railroad tracks.
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:
 - non-ferrous metals,
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
 - glass (including optic glass),
 - lumber; or
 - drywall.

BUILD AMERICA BUY AMERICA PREFERENCE (Continued)

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

All articles, materials, and supplies should be classified as an iron or steel product, a manufactured product, or another product as specified by law or in 2 CFR part 184 (such other products specified by law or in 2 CFR part 184 include “excluded materials” and “construction materials”); an article, material, or supply must not be considered to fall into multiple categories.

COMPLIANCE WITH THE NATIONAL DEFENSE AUTHORIZATION ACT

(Supplementing Subsection 7.01)

On all projects, the “Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment” Regulation (2 CFR 200.216) prohibits the Contractor from using or furnishing the following telecommunications equipment or services:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

This prohibition applies to all products manufactured by the aforementioned companies, including any individual components or parts.

By submitting a bid on a project, the Contractor certifies that all work will be in compliance with the terms of 2 CFR 200.216. The Contractor shall submit a COC indicating compliance with the above provisions for all telecommunications equipment or services included in the Contract.

Payment for the item in which the materials are incorporated may be withheld until these COCs are received. Any cost involved in furnishing the certificate(s) shall be borne by the Contractor.

NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

The following website lists the names and addresses of the utilities that may be affected, but the completeness of the list is not guaranteed:

<https://www.mass.gov/info-details/utility-contacts-by-district-and-municipality>

Select District 4
Select the Town and then locate the utilities

The following are the names of owners and representatives of the principal utilities in the area, the completeness of this list is not guaranteed by the Department:

Lincoln Department of Public Works

Chris Bibbo
Superintendent
30 Lewis Street
Lincoln, MA 01773
(781) 259-3574
bibboc@lincolntown.org

MBTA

Christine Bresnahan
(617) 222-3361
CBresnahan@mbta.com

Lincoln Police Department

Chief Sean Kennedy
169 Lincoln Road
Lincoln, MA 01773
(781) 259-8113
SKennedy@lincolntown.org

Eversource (Electric)

Ned Sadowski
1165 Massachusetts Ave
Dorchester, MA 02125
(413) 537-6594
ned.sadowski@eversource.com

Lincoln Fire Department

Chief Brian Young
169 Lincoln Road
Lincoln, MA 01773
(781) 259- 8111
brian.young@lincolntown.org

Comcast Cable Corporation

Wendy Brown
PO Box 6505, 5 Omni Way
Chelmsford, MA 01824
(978) 848-5163
Wendy_Brown@comcast.com

Lincoln Water Department

Richard Nolli
Superintendent
Administrative Office
77 Sandy Pond Road
Lincoln, MA 01773
(781) 259-2669
NolliR@lincolntown.org

National Grid Gas

Melissa Owens
170 Data Drive
Waltham, MA 02451
(781) 907-2845
Melissa.Owens@nationalgrid.com

NOTICE TO OWNERS OF UTILITIES (Continued)**Tennessee Gas**

David Wood
8 Anngina Drive
Enfield, CT 06082
(860) 763-6005
KMEncroachmentsNorth@kindermorgan.com

Enbridge (Gas)

Kathy M. Aruda
8 Wilson Way
Westwood, MA 02090
(508) 938-7728
kathleen.aruda@enbridge.com

Crown Castle (Telephone)

Mark Bonanno
80 Central Street
Boxborough, MA 01719
(508) 616-7818
mark.bonanno@crowncastle.com

Eversource Fiber

Bechir Khoury
247 Station Drive, Mail Stop: SUM SE 320
Westwood, MA 02090
(781) 441-3864
bechir.khoury@eversource.com

Lightpath (Cable)

Jeff Harrington
100 Quannapowitt Parkway
Wakefield, MA 01880
(617) 999-5371
jeff.harrington@lightpathfiber.com

Raytheon/MCI

Doug Flynn
870 Winter Street
Waltham, MA 02451
flynn@rtx.com

Verizon

Karen Mealey
385 Myles Standish Blvd.
Taunton, MA 02780
(774) 409-3160
karen.m.mealey@verizon.com

Verizon Wireless

Elizabeth Glidden
20 Alexander Drive
Wallingford, CT 06492
elizabeth.glidden@vzw.com

Any required de-energizing of the overhead electric utilities shall be coordinated directly with the affected utility company and must occur in the spring or fall and only for a duration of up to 6 hours.

All water supply and drainage system alterations indicated on the Contract Drawings or as required by the Engineer shall be performed by the Contractor unless noted otherwise. The alterations shall be done in conformance with the requirements of the Town of Lincoln Water Department Rules & Regulations. The Contractor shall cooperate with the Town of Lincoln, Department of Public Works, and Town of Lincoln Water Department Rules & Regulations (TLWD), and shall be responsible for contacting these agencies to obtain construction requirements and coordinate construction operations. The Contractor shall notify the TLWD before commencing construction on the existing water system. The Contractor shall make all required alterations under the appropriate Items, which shall include the cost of all labor, materials, equipment, and other incidental Items required to perform the work required.

NOTICE TO OWNERS OF UTILITIES (Continued)

The Contractor shall coordinate with the Eversource (Electric), MBTA (Electric), National Grid (Gas), Verizon (Telephone), Town of Lincoln (Fire Alarm) and Comcast (Communication) utilities to facilitate the installation of those utility improvements, and to provide access to the site and advance notice for inspectional services for conduit installation performed for utility companies. This coordination shall extend to coordinating with the Utilities and the Resident Engineer to verify that Utilities requiring MBTA Access Licenses have started that process and are coordinating Railroad Flagmen as necessary.

The Contractor shall furnish and install temporary and/or permanent conduit, manholes and electrical connections for MBTA power that extends under the bridge, and to the west and east of the bridge. The Contractor shall dispose of temporary MBTA conduit and overhead cable once they are no longer needed.

The Contractor shall furnish, install, and later remove temporary conduits for Eversource Distribution. In addition, the Contractor shall install the permanent Eversource conduits. Eversource is responsible for the installation of the temporary and permanent overhead wires, underground cables, and poles. The Contractor is to provide Eversource access as required for these installations.

The Contractor shall remove and discard the existing abandoned overhead fire alarm cable over the tracks. Contractor shall coordinate with the Town of Lincoln Fire Department for all work related to the fire alarm cables.

The Contractor shall furnish, install, and later remove temporary conduits for Verizon Distribution. In addition, the Contractor shall install the permanent Verizon conduits. Verizon is responsible for the installation of the temporary and permanent overhead wires, underground cables, and poles. The Contractor is to provide Verizon access as required for these installations.

The Contractor is to provide Comcast access as required for the installation of permanent overhead wires for Comcast Distribution. Comcast is responsible for the installation of the permanent overhead wires.

The Contractor shall provide approved Structural Shop Drawings in advance to National Grid for the gas main utility supports on both the temporary and permanent bridge structures. The Contractor is to mag drill all holes for the roller bearing supports at the proper size and spacing. Consideration to providing a slotted hole on one side is recommended for roller supports that may not comply with the Manufacturer's drawings. Drilled holes shall be properly prepared, primed and coated.

The Contractor shall install and coordinate with National Grid to install the utility supports that are attached to the pre-engineered truss for the temporary 4" and 8" gas mains. In addition, the Contractor is to provide equipment, access, and personnel to lift and hold materials in place while National Grid installs the 4" and 8" temporary gas mains. National Grid is responsible for furnishing and installing gas main pipes, rollers, rods and/or hangers for the temporary gas mains. National Grid will connect/weld/test the pipe sections together and make the temporary pipe operational. The Contractor shall subsequently also remove and dispose of the existing 4" and 8" gas mains on the existing bridge.

NOTICE TO OWNERS OF UTILITIES (Continued)

The Contractor shall install the utility supports as shown on the plans for the permanent bridge superstructure for the permanent 4" and 8" gas mains. The Contractor shall also provide National Grid equipment, access, and personnel to lift and hold materials in place while National Grid installs the permanent 4" and 8" gas mains. National Grid is responsible for furnishing and installing pipes, rollers, rods and/or hangers for the permanent gas mains. National Grid is to provide the galvanized steel sleeves to be installed by the Contractor at the abutment backwall penetrations. The Contractor shall subsequently also remove and dispose of the temporary 4" and 8" gas mains on the temporary bridge.

Before commencing work on service connections, the Contractor shall be responsible for contacting the Electric Company servicing the area and MBTA to obtain construction requirements and standards, and to give adequate notice of commencement of work.

NATIONAL GRID EMERGENCY TELEPHONE NUMBERS

GAS:

Emergency: 1-800-233-5325

New Service: 1- 877-696-4743

Customer Support: 1-800-732-3400

EVERSOURCE EMERGENCY TELEPHONE NUMBERS

ELECTRIC:

Outage/ Emergency: 800-592-2000 or 844-726-7562

New Service: 1-888-633-3797 (1-888-need pwr)

Customer Support: 1-800-340-9822

PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, MBTA power, signal, communication and PTC conduits, underground power and telephone services, traffic signal conduits, etcetera, will occur.

The locations of all utilities on the Plans are approximate. The Contractor shall check and verify the exact location of all existing utilities.

UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION

The Contractor shall schedule his construction so as to allow for a coordinated highway and utility effort. The Contractor's attention is called to the temporary overhead wire relocations, and shall coordinate any excavation, piling installation, or other construction activities with the affected utilities so that the temporary utility relocations can be made prior to commencement of any parts of the work that rely on these temporary relocations. Upon award, the Contractor shall notify all utilities relative to the anticipated construction start date. Immediately following the Pre-construction Conference, the Contractor shall initiate any survey layout required for utilities. The Contractor shall coordinate with the Resident Engineer, District 4 DUCE and MBTA Realty to track the Access License Approvals.

MBTA FLAGGING

The Contractor shall provide a minimum two week notice for flagging support for MBTA bridges and railroads. This applies only to bridges and railroads operated by Keolis Commuter Services (KCS). This two week notice does not apply to emergency work, only to routine or scheduled work activities. The contact person for advance request for flagging services is Rich Arnold, MBTA Railroad Operations Department, Phone number (617)-222-3635, email address: rarnold@mbta.com.

MBTA COMMUTER RAIL

Keolis Commuter Service (KCS) operates the commuter rail for the MBTA. All references to MBCR in the provisions will mean Keolis Commuter Service (KCS).

MBTA RAILROAD COORDINATION / ACCESS TO MBTA PROPERTY

The Contractor shall be required to coordinate the work of this Contract with the MBTA and Keolis Commuter Services Co. ("KCS") through the MassDOT Resident Engineer and MassDOT designated Field Staff. A majority of the prerequisites for the Contractor to perform work on or adjacent to MBTA transit lines may be found in the "MBTA Special Instructions" provided herein. The Contractor shall be required to comply with the all applicable requirements of the latest edition of the MBTA Special Instructions available at the time of Contract Award.

The Contractor will have to perform construction related activities on, over, under, within or adjacent to railroad property owned or controlled by the MBTA. Any work that will affect Commuter Rail operations, involve work on, over, under, within or adjacent to the commuter rail right of way must be coordinated with MBTA Railroad Operations and KCS and shall comply with the latest version of the MBTA Railroad Operations Directorate.

An owner or Contractor who wishes permission to enter upon or perform work over, on, under or adjacent to MBTA property shall submit to the offices of the MBTA's designated representative, a request in writing, a minimum of forty-two (42) days prior to the owner or the Contractor's planned commencement of any of the above stated activities.

RAILROAD REQUIREMENTS

The work under this contract will require access to MBTA right-of-way. Property ownership is shown on the plans. Permits and approvals may be applicable to the railroad entities, depending on the work proposed and its impact on right-of-way.

The Contractor must comply with all provisions of the MBTA Railroad Operations Directorate, and the following:

- Flaggers will be required for all work within the foul zone area of the tracks. The Contractor shall enter into agreements directly with Keolis to facilitate payment for flagging.
- Before proceeding with any construction or demolition work on, over, within or adjacent to the MBTA property, the Contractor shall submit plans and calculations for his or her operations including but not limited to utility main relocation, demolition, excavation, protective shielding, erection and protection of workers and equipment for approval. The Contractor is responsible for all design review fees which may be required by the MBTA.
- In accordance with the MBTA Railroad Operations Directorate, Contractor must notify MBTA at least twenty-one (21) days in advance of the date Contractor proposes to begin work on MBTA property or locate equipment at the site. The Contractor shall at that time file a copy of such notice with the Engineer. Prior to this twenty-one (21) day notification, the Contractor must obtain an Access Permit from MBTA and secure a 3rd party agreement with Keolis for the required flagpersons, as well as attend a track outage meeting.
- Permanent work zone protection cannot be installed by the Contractor within the 15-foot clear zone limit from the centerline of tracks.
- The Contractor's equipment can be located up to 8 feet 6 inches from the centerline of the MBTA tracks but by the end of the day the equipment will need to be moved beyond the 15-foot clear zone.
- Any equipment to be located between 8 feet 6 inches and 15 feet from the centerline of track will need to be delineated with cones/snow fencing, painted orange or similar (the color will need to be coordinated with the MBTA). Fencing must be at least 7 feet from the centerline of the tracks. This is to provide advance warning to train operators. Snow fences are acceptable but must be secured. Flexible plastic or other similar fencing is not acceptable due to the potential hazard of becoming loose. No additional compensation will be paid for snow fencing and other advance warning devices required for work on the MBTA right-of-way.
- Any railroad ballast displaced/excavated during work on the abutments and/or piers will be re-installed in place. Ballast which is fouled or contaminated shall be replaced. Ballast shall conform to AREMA size 4. Re-installing ballast and/or providing new ballast as a result of ballast being contaminated through the fault of the Contractor will be done at no additional cost to the Department.
- All personnel working within the railroad property must pass the Right-of-Way Safety Course from MBTA and Keolis. Safety training shall be provided at no additional cost to the Department.

MBTA COORDINATION – SUBSTITUTE BUSING

Substitute bus transportation will be required for weekend MBTA Commuter Rail shutdowns. The Contractor must coordinate with MBTA Operations Department for provision of bus service. The Contractor shall contact MBTA Operations Dept. a minimum of 6 weeks prior to any planned rail shutdown. The MBTA will be responsible for planning, procuring, and administering the necessary substitute bus transportation services and operations based on the Contractor's approved work schedule.

Prime Contact:
Eric Ciborowski
32 Cobble Hill Road
Somerville, MA 02143
617-634-2567
ECIBOROWSKI@MBTA.com

Secondary Contact:
Delrico Gomes
32 Cobble Hill Road
Somerville, MA 02143
857-366-0404
DGOMES@MBTA.COM

The Contractor shall be required to attend the MBTA Weekly Track Outage Schedule Coordination Meetings held Wednesdays at 10:00 am at 32 Cobble Hill Road in the small classroom located in the training area at the rear of the building.

WORK PERFORMED BY OTHERS

MBTA/Keolis will be required to provide services to Pull and Splice Power, Signal, Communication and PTC/ATC Cables, and support the Contractor's work to relocate cables that are in conflict with the proposed bridge pier footing retrofits. In addition, relocation of telephone and power services to MBTA will be necessary for Utility Pole relocations and underground service conflicts.

CONTAMINATED SOIL

Soil to be removed from the project area shall not be assumed to be uncontaminated and must be evaluated prior to off-site management for potential contamination with hazardous materials. No soil may be disposed of off-site without proper assessment by the contractor and approval from the Resident Engineer (RE), District Environmental Engineer (DEE), or the project designee.

SHOP DRAWING SUBMITTALS

(Supplementing Subsection 5.02)

Shop drawing approvals will be needed from MBTA for work on, adjacent to and potentially affecting the railroad tracks, and any work involving or affecting MBTA utilities including Power, Signal, and Communications. Any required shop drawings for installation of the temporary and permanent gas mains will required approval and coordination with National Grid.

No separate payment will be made for Shop drawing approvals, but all costs in connection therewith shall be included in the Contract.

2026 FIFA WORLD CUP – BOSTON, MASSACHUSETTS

The 2026 FIFA World Cup will be held at Gillette Stadium in Foxborough, related events, and significant tourist events such as Sail Boston and the 250th Anniversary of the United States will be held throughout the region. Matches and Fan Fest and other possible 250th Celebration activities are scheduled through June, July and August 2026. The District will be imposing work and/or traffic restrictions as necessary to minimize impacts during these periods when, as determined by MassDOT, the Contractor's operations could impact vehicular traffic, particularly on interstate highways and major arterials throughout the region and local roads near event sites. No additional compensation will be allowed for work restrictions except as determined under Subsection 8.10. nor will the Contractor have any claim for related costs, direct or indirect. The Contract time determinations have accounted for potential work restriction during this period and Contractor's should plan accordingly. Any necessary or emergency work required during this time will require District approval.

TRUCK SAFETY DEVICES

(Supplementing Subsection 7.04: Motor Vehicles)

All motor vehicles subject to Section 7 of Chapter 90 to be operated under this Contract shall be equipped with safety devices as provided therein and in 540 CMR 4.00.

By December 31, 2025, the Contractor shall certify to the Registry of Motor Vehicles, in a manner prescribed by the Registrar, that all applicable vehicles are equipped with Lateral Protective Devices, Convex Mirrors, Cross Over Mirror(s) and Back Up Cameras in accordance with the requirements of 540 CMR 4.00.

The Contractor shall provide evidence satisfactory to the Department to demonstrate compliance with the above certification requirement for all applicable vehicles operated under this Contract by the Contractor and its subcontractors and vendors in a manner set forth by the Department. Thereafter, the Contractor shall have an affirmative obligation to continue to provide such evidence of compliance on an ongoing basis and no later than 7 days after certification with the Registry of Motor Vehicles of any additional vehicles operated under this Contract by the Contractor and its subcontractors and vendors.

Non-compliance with respect to a vehicle that is subject to 540 CMR 4.00 may subject the Contractor to statutory fines as established in M.G.L. c. 90, § 7 and/or contractual remedies up to and including termination of the Contract.

**GENERAL REQUIREMENTS FOR DEMOLITION AND
WORK INVOLVING PAINTED STEEL**

(02/06/2020)

Demolition and work involving painted steel shall conform to the requirements of Subsection 961 of the Standard Specifications.

Work Involving Painted Steel

Hazardous materials shall be removed in the immediate area of any intended welding, heating, saw cutting or burning of steel. Hazardous material removal is required to allow the demolition of structural steel, railings, drainage systems, utility supports, steel lamp posts, etc.

The contractor shall assume that the coatings on the steel contain lead (Pb), unless otherwise determined by testing. The contractor shall certify in writing to the Engineer the results of all testing, and shall also certify that any lead (Pb) coated steel removed from the project was not reused or buried, but was sent to a scrap metal recycling facility.

Implement and maintain programs and procedures, which comply with the requirements of this specification and all applicable standards and regulations. Comply with all applicable regulations even if the regulation is not specifically referenced herein. If a state or local regulation is more restrictive than the regulation of this specification, follow the more restrictive requirements.

This requirement is intended only for the demolition and preparation prior to repair and does not include provisions for recoating of steel.

Environmental

All applicable portions of Subsections 961.65 “Worker Protection” and 961.66 “Environmental Protection and Monitoring” shall be followed when performing this work.

During chemical stripping a hand washing facility may be used in lieu of a decontamination/changing facility.

Hazardous material shall be collected during the disassembly and disposed of as outlined in Subsection 961.68 “Handling of Hazardous Waste and Reporting Release Programs”.

The applicable submittals shall be according to Subsection 961.69 “Submittals”.

**GENERAL REQUIREMENTS FOR DEMOLITION AND
WORK INVOLVING PAINTED STEEL** (Continued)**Cleaning/Removal****Cutting Or Burning Of Steel**

All surfaces to be welded, heated, saw cut or burned shall be cleaned so as 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. The paint removal operation may be dry abrasive blasting, wet abrasive blasting or chemical stripping.

Proper level of containment shall be used when performing this work in accordance with Subsection 961.67 "Containment". Full containment is not required during chemical stripping operation however; the Contractor shall install proper shielding and/or tarpaulins under the chemical stripping operations in order to catch all debris generated during this procedure. A cleaned area must be inspected and approved before the demolition operations are started.

During cleaning operations the Contractor shall be required to furnish and erect temporary floodlights illuminating the steel surface at a minimum of 30-foot candles. This lighting shall be used in areas where there is insufficient lighting for proper cleaning operations and inspection. The Contractor shall supply electrical power.

The Contractor shall provide support for interim and final inspection of the bridge during cleaning operations. This support shall include the necessary traffic controls and safe access to the work.

Mechanical Disassembly Of Steel

All surfaces to be mechanically disassembled by shear cutting or removing bolts or rivets shall not require deleading. When shear cutting or removing bolts or rivets, the Contractor shall not use any method that will cause dust and/or particles to be emitted and/or dispersed into the environment to an extent that would expose the workers above the Action Levels of $30\mu\text{g}/\text{m}^3$.

For purposes of limiting the lead (Pb) dust, the Contractor will be required to dampen the lead paint work areas.

The contractor shall install a proper shielding and/or tarpaulins under all lead-paint-coated surfaces to be shear cut or bolts or rivets ordered removed in order to catch any loose lead paint chips, dust or particles.

VALUE ENGINEERING CHANGE PROPOSAL

This Subsection defines the conditions and requirements which apply to Value Engineering Change Proposals (“VECPs”). The purpose of this provision is to encourage the Contractor to propose changes in certain project requirements that will maintain the project’s functional requirements at a savings in contract time, contract price, or both. The net savings obtained by using a VECP that meets the conditions and requirements set forth here will be shared by the Contractor and MassDOT.

VECP’s under this provision are to be initiated, developed and submitted to MassDOT by the Contractor. The VECP must show the contemplated changes to the Drawings, Specifications and other requirements in the Contract. When a VECP submitted pursuant to this section is fully accepted by MassDOT, the VECP will be implemented by the Contractor and paid using the current cost and resource loaded schedule. Contractor shall demonstrate that the VECP is equal to, or better than, the original design or material; that there is an interest in public safety within the VECP; that there is a life-cycle cost benefit; and/or that end users will benefit from the shortened schedule. VECPs shall be consistent with the MassHighway/MassDOT Standard Specifications for Highways and Bridges and other applicable reference documents and directives. Any proposed deviation from these documents will need to be clearly identified in the VECP Proposal Documents, and must be approved by MassDOT’s Chief Engineer before accepting this VECP.

A. In order to be considered for MassDOT review each VECP shall:

1. Be clearly labeled pursuant to this Subsection;
2. Yield a net savings at least two hundred and fifty thousand (250,000.00) Dollars and/or a net saving of contract completion duration of at least three (3) months;
3. The proposed changes to contract items must:
 - a. maintain the specified items’ required functions (service life, reliability);
 - b. meet applicable safety regulations and codes;
 - c. material substitutions must be in accordance with DOT prequalified/preapproved products and must be tested in accordance with standard material specs/testing methods (and considering all relevant environmental, load, and other relevant factors);
 - d. show economy of operation, ease of maintenance, ease of construction, and necessary standardized features and appearance; and
4. Shall not require an extension of Contract Time or Contract Milestones, with the exception of cases when there are anticipated significant cost saving.

The thresholds above are considered to be a general guideline. MassDOT will consider VECPs outside of these thresholds if a significant benefit is demonstrated. Additionally, notwithstanding this VECP process, MassDOT will consider minor revisions in the form of a Contract Modification.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

Further, any VECP submitted shall be in sufficient detail to clearly define the proposed change. The Contractor's failure to provide information of the type, detail and in a format to facilitate the MassDOT's review, may be grounds for rejection of the VECP. Additionally, the Contractor will not be entitled to any equitable adjustment or increased Time, due to any aspect of any of the proposed VECP including permitting, right of way, utility coordination or delayed responses by MassDOT. If, after the progression of the work associated with the executed Contract Modification for the VECP, any additional costs are realized by the Contractor or any of the sub-consultants, sub-contractors, or suppliers, the Contractor shall be obligated to pay for any and all costs.

B. The following initial items shall be provided by the Contractor for MassDOT's review. *Items 1-6 need to be submitted prior to the start of MassDOT's review of the VECP and item 7 is an important consideration for the pricing of the VECP and the timeline of the proposed VECP schedule.*

1. ***VECP Description:*** A description of the difference between the existing and the proposed Contract requirements, and the comparative advantages and disadvantages of each;
2. ***VECP Change Listing:*** A listing of the Contract requirements that will need to be changed, modified, or reviewed as well as the proposed Contract document changes in the Instructions to Bidders, Contract, Standard Specifications, General Requirements and Special Provisions required by the VECP.
3. ***Construction Schedule Update:*** Any changes in the Contract Time(s) or Contract Milestone(s), that will result from acceptance of the VECP, shall be accompanied by a contemporaneous schedule analysis (*i.e., the Contractor's baseline schedule submission, all past/required monthly schedule updates, a detailed assessment of all past delays, and a resource loaded Critical Path Method schedule as specified in Section 8.0 / Subsection 8.02 of this Contract*) of the projected Work that remains including the proposed VECP related schedule changes (*inclusive of the timeline to review accept the VECP and the timeline for implementing the design changes*) in the remaining work. This shall be submitted in the form of a Proposal Schedule until the VECP has been formally accepted. Note: All of this information is to be updated, recertified, and formally accepted by MassDOT before final acceptance of this this VECP is issued.
4. ***Date for MassDOT's Acceptance:*** A statement that clearly justifies the date by which the VECP must be accepted to obtain the maximum price reduction, noting any effect upon the Contract Time(s) and/or Contract Milestone(s). This statement must include a narrative that demonstrates the most recent construction schedule has been utilized to justify that proposed acceptance date (*e.g. "in order to start to fabricate critical materials, authorization must be provided to work on the shop drawings by no later than [date]"*). The Contractor should allow for at least sixty (60) to ninety (90) days for acceptance by MassDOT once all of the VECP documentation has been provided. Acceptance shall mean that MassDOT has received a finalized and executed contract modification. However, this is a proposed Contract change.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

The Contractor is fully obligated to progress the Work of the original Contract and MassDOT is not liable for any delays or costs that may occur in the review phase of any VECP proposal.

5. ***Cost and Savings Estimates:*** A detailed estimate of the anticipated net savings, calculated as follows:
- a. ***Original Scope:*** Isolate the cost of performing the original contract construction activities, in accordance with the original Contract Documents, as originally bid by the Contractor, that are anticipated to be superseded by the VECP. *This cost is to include any original contract scope that is anticipated to be altered or eliminated by the VECP such as, shop drawing preparation, inspection work, testing, maintenance of traffic, or any other original contract costs, that have yet to have been performed at the time of this VECP submission.*
 - b. ***New VECP Scope:*** Calculate the cost of performing the comparable construction activities associated with the VECP.
 - c. ***Contractor's Engineer & Inspection:*** Calculate the cost of engineering, inspection, and design work by the Contractor's Engineer/Designer. This should be a realistic estimate of the costs of any required engineering, design and review work by the Contractor's Engineer.
 - d. ***MassDOT's Costs:*** MassDOT's estimate of costs to perform engineering/design reviews, cost estimate reviews, schedule reviews, and any other administrative costs to review and recommend implementation of the proposed VECP. *(including all anticipated increased costs to MassDOT on other Contracts and all anticipated follow-on increased costs to MassDOT, if any)* as provided by MassDOT. MassDOT's estimated costs must be included the VECP calculation and will be provided by MassDOT in support of the VECP evaluation process.
 - e. ***Other Costs:*** Estimated costs associated with any revisions to other project related costs, such as Environmental Permits or Right of Way acquisitions, including other agency or municipality costs, as provided by MassDOT.

Net Savings:

The net savings to be split between MassDOT and the Contractor shall be calculated using the items above as follows: $a - (b+c+d+e) = \text{net savings}$

6. *The Contractor shall also provide:*
- a. A proposed Change Order, which explains and justifies any required Equitable Adjustment in the Contract Price.
 - b. The Contractor's actual costs expended for developing the VECP as of the date of the VECP submission;

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

- 7. *Design Changes and Drawings:*** The costs that are outlined above should be inclusive of the following design and engineering responsibilities.
- a. Design changes shall be prepared and stamped by the Contractor's professional designer and/or engineer. In addition, in the development of the VECP; the Contractor is responsible for anticipating and managing all aspects associated with any VECP design work that must be performed by a licensed Engineer.
 - b. The Contractor's engineer must analyze and stamp all components of any aspect of the project that has been redesigned, changed, or altered as a result of this VECP.
 - c. The Contractor's engineer shall provide all calculations and supporting design/engineering documentation that was utilized to develop the changes and stamped drawings. These will be used by MassDOT's Designer-of-Record to review the VECP changes. The Contractor is limited to selecting only those engineer's that have been pre-qualified by MassDOT's A&E Board.
 - d. MassDOT's Designer-of-Record will review and respond to all completed design submissions related to this VECP within thirty (30) calendar days, unless determined to be a non-critical path item.
 - e. MassDOT will be responsible for estimating and managing MassDOT's Designer-of-Record during the VECP review and implementation. Should any significant conflicts arise, between the Contractor's Engineer and MassDOT's Designer-of-Record, the DOT and the Contractor will work expeditiously to resolve the conflict. Should this type of conflict continue for greater than five (5) days, the Contractor is to bear all financial and time related impacts of such delay and must seek to resolve the design conflict, in an acceptable manner to MassDOT. The resolution of this conflict will be funded at the Contractor's expense – exclusive of the net saving that was agreed to at the execution of the contract modification for this VECP.
 - f. The Contractor's Engineer may also be required to inspect the construction work. The Contractor is to include such anticipated inspection costs in the initial VECP.
 - g. MassDOT's Designer of Record will remain the Designer-of-Record for the entire Project. Any costs incurred in the use of MassDOT's Designer-of-Record by MassDOT or Contractor associated with the review of a VECP are to be included in the calculated net savings.
- C. Approval of the VECP shall not occur until a Contract Modification, incorporating the VECP, is issued by MassDOT and properly executed by the Contractor. MassDOT may accept or reject part or all of any VECP at any time prior to an executed Contract Modification for the applicable VECP. The decision of MassDOT, concerning acceptance or rejection of any VECP, shall be final and shall not be subject to dispute resolution.

It is expected that several weeks may go by before the final VECP documentation has been executed with a Contract Modification. Therefore, MassDOT intends to make certain that the initial cost estimate information has not changed before entering into a Contract Modification. As the VECP evaluation process is finalized, and prior to the signed Contract Modification for the VECP, the Contractor and MassDOT must re-certify the current status of the originally proposed cost and/or schedule savings.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

Until a contract modification is issued and schedule and cost/savings re-certification is complete and accepted by MassDOT, the Contractor shall remain obligated to perform the Work in accordance with the terms and conditions of the original Contract Documents.

Upon completion of the work associated with the VECP, MassDOT may require verification that the VECP savings has been achieved.

- D. VECPs will be processed (distributed, reviewed, commented upon, accepted or rejected) expeditiously (pursuant to M.G.L. c. 30, § 39R); however, as this is an elective modification to the contract, MassDOT shall not be liable for any delay or cost in the review and acceptance of the VECP. During the review of the VECP, the Contractor remains obligated to progress the original Contract scope, and schedule, as planned; until a Contract Modification, accepting the Contractor re-certified VECP, has been executed by MassDOT.

The Contractor has the right to withdraw part, or all of any VECP, prior to acceptance by MassDOT. Such withdrawal shall be made in writing to the Engineer. The Contractor shall state the period of time, from the date of the initial VECP submittal, that the VECP shall remain valid and feasible. Revision of this validity and feasibility period shall be allowed only by mutual agreement of the Contractor and the Engineer in writing.

If the Contractor desires to withdraw the proposal prior to the expiration of this period for non-technical reason, MassDOT reserves the right to recover all actual costs that have been incurred to MassDOT.

If the Contractor withdraws the VEC Proposal, MassDOT reserves the right to proceed with the VECP or any portion of the VECP as a normal change and the Contractor waives any right it may have had to share in net savings thereunder.

For purposes of this provision, expiration of the time established by the Contractor for approval shall be considered as withdrawal by the Contractor if MassDOT requests an extension of that time and the Contractor does not provide a written extension.

- E. With regard to unknown conditions or sub-surface work, in general, the expectation is that the Contractor and MassDOT will strive to gain enough knowledge about the risks in order to provide a forward-priced Change Proposal. Therefore, any costs to fully evaluate the proposal, such as additional borings and/or test pits, must be considered in the cost evaluation of whether the VECP is worth pursuing. However, if it is impractical to gather conclusive exploratory information, before the VECP is executed, MassDOT may consider provisions in the VECP that clearly identifies the risk sharing (cost and time) related specifically to the unknown/sub-surface conditions. If these VECP provisions are acceptable to MassDOT they are to include supplemental language to provide a determination of the final savings/cost, and time impacts, no later than 45 days after the sub-surface work is completed. All other aspects of the VECP, unrelated to these Provisions, will be binding upon execution of the VECP.

NORTHERN LONG-EARED BAT AND TRICOLORED BAT PROTECTION

The northern long-eared bat (*Myotis septentrionalis*; NLEB) and tricolored bat (*Perimyotis subflavus*; TCB) are listed as federally endangered or proposed endangered, respectfully, under the Endangered Species Act (ESA). The U.S. Fish and Wildlife Service (USFWS) developed this guidance to address ESA compliance and promote conservation of NLEB and TCB. MassDOT, on behalf of FHWA, submitted a Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key Consultation through Information for Planning and Consultation (IPaC) and generated a May Affect, Not Likely to Adversely Affect (NLAA) determination (see **Document A00844**). Subsequently, the project has completed Section 7 consultation under the ESA.

In advance of the uplisting of the TCB to endangered under the ESA, the following Avoidance and Minimization Measures (AMMs) must be strictly adhered to in order to protect NLEB and TCB and to be in compliance with the ESA. Contact MassDOT Environmental Services - Wildlife Unit Supervisor for questions about project limits, restrictions, or conservation measures.

General AMMs

- The Contractor shall ensure all personnel working in on the project site are aware of all environmental commitments related to NLEB and TCB, including all applicable AMMs. NLEB and TCB information (<https://www.fws.gov/midwest/endangered/mammals/nleb/> and <https://www.fws.gov/species/tricolored-bat-perimyotis-subflavus>) shall be made available to all personnel.
- On 7/9/2025, MassDOT Highway Division Environmental Services conducted a northern long-eared bat summer presence/absence survey, in accordance with the 2024 survey guidelines. The survey did confirm the presence of NLEB and/or TCB. If work is proposed by the Contractor past 7/9/2030, additional review is required by the MassDOT Highway Division's Environmental Services Section, and additional review and restrictions may be required by the USFWS.

Lighting AMMs

- Direct temporary lighting away from suitable habitat during the active season: **April 15 to October 31**

Tree Removal AMMs

- *If additional cutting is proposed by the Contractor that is outside the scope of this contract, additional review is required by the MassDOT Highway Division's Environmental Services Section, and additional review and restrictions may be required by the USFWS.*
- Ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).
- No tree cutting, trimming, or removal of trees and/or woody vegetation >3-inch in diameter shall be conducted between: **June 1 - August 15**
- The Contractor shall ensure all personnel working in on the project site are aware of all environmental commitments related to NLEB and/or TCB, including the **TOY** restriction. If this restriction needs to be waived at any location(s) the Resident Engineer shall send a locus map of the proposed work to MassDOT Highway Division's Environmental Services Section for review and a determination if the restriction can be waived.

NORTHERN LONG-EARED BAT AND TRICOLORED BAT PROTECTION
(Continued)**Bridge AMMs**

- On 7/9/2025, MassDOT Highway Division Environmental Services, conducted a northern long-eared bat bridge/structure bat assessment, in accordance with the USFWS guidelines. The assessment did not find presence of, or evidence of use by bats, and as stated within the guidelines, the assessment is valid for two years. If bridge work is not complete before 7/9/2027, assessment of the bridge for the presence of, or evidence of use by, bats shall be completed by the MassDOT Wildlife Unit prior to continuing bridge work. The Contractor shall notify the MassDOT Wildlife Unit no later than fourteen (14) days prior to 7/9/2027 to provide adequate time for inspection. If bats are found to be present, or, if there is evidence of bat usage, work at the bridge shall not commence until after the MassDOT Wildlife Unit has completed coordination with the US Fish and Wildlife Service to determine the appropriate follow up or mitigation actions.

EMERALD ASH BORER ADVISORY

To the extent possible, all trees and brush shall be disposed on site, typically chipped and spread in place. When trees or brush must be removed, such as in urban, or otherwise populated areas, Contractor shall identify proposed location for disposal, and provide written notification to the Engineer for approval. Disposal shall be in city or town of project, or at minimum, within county, of construction operations.

PIGEON WASTE

The Contractor shall remove and dispose of the pigeon waste and any other debris accumulated on the steel members and bridge seats in areas where work is being performed. Pigeon waste and debris material contaminants will require special handling and disposal in accordance with all Federal, state, and local requirements. No separate payment will be made for removal and disposal of pigeon waste. Cost shall be incidental to the contract pay items.

EQUIVALENT SINGLE AXLE LOADS (ESALS)

The estimated traffic level to be used for SUPERPAVE HMA mixture designs for this contract, expressed in Equivalent Single Axle Loads (ESALs) for the design travel lane over a 20-year period, is between 0.3 to 3.0 Million 18-kip (80-kn) ESALs.

PROVISIONS FOR TRAFFIC AND PROSECUTION OF THE WORK

As indicated in the traffic control plans, the Contractor shall maintain one lane of traffic open throughout construction, with alternating one-way traffic over the bridge controlled by temporary traffic signals at either end of the work zone. The Contractor shall refer to the Detour on the Temporary Traffic Control Plan. Any changes to the Detour Plan must be approved by the District prior to being implemented during construction.

The Town of Lincoln Police and Fire Departments as well as all School Departments in the town shall be notified of the temporary closing of traveled ways.

Portable Changeable Message Signs shall be operated on the approaches to the work zone 21 days prior to the approved work schedule to alert the public regarding proposed roadway detour or other traffic restrictions. Locations shall be coordinated with the Town of Lincoln.

ENVIRONMENTAL PERMITTING

The proposed work does not occur in jurisdictional wetland resources subject to section 401 or section 404 of the Clean Water Act; therefore, the project does not require a Water Quality Certification from the Massachusetts Department of Environmental Protection or authorization from the US Army Corps of Engineers. The proposed work qualifies for the bridge exemption authorized in the Transportation Bond Bill and is therefore not subject to the Massachusetts Wetlands Protection Act, the Massachusetts Public Waterfront Act (Chapter 91), or the Massachusetts Environmental Policy Act. If field conditions and/or Contractor-proposed erection, demolition, staging, or other procedures require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been obtained allowing such work. The Contractor must notify the District Highway Director and Resident Engineer in writing at least 60 days prior to desire commencement of the proposed activity. All environmental submittals, including any Contract with Local, State, or Federal environmental agencies, must be coordinated with the District Environmental Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the Department will not entertain a delay claim due to the time required to obtain the environmental permits.

DRAINAGE

All drainage castings in new pavement areas shall be installed at base or binder course grade, as directed by the Engineer, and reset to proposed finish surface grade prior to placement of the pavement surface course.

All existing pipes to be abandoned shall be plugged with brick masonry not less than 8 inches in thickness in conformance with the Standard Specifications, Subsection 270.62.

No separate payment will be made for the maintenance or cleaning of the existing drainage system, for plugging or unplugging of pipes, but all costs in connection therewith shall be included in the Contract.

CONCRETE FOUNDATIONS

Concrete foundations of items to be removed, if not interfering with the proposed construction, may be abandoned in place with written acceptance of the Engineer. Foundations left in place under the roadway surface shall be removed to a depth of three feet (3') below the finished grade. Foundations such as old sign supports, guardrail, etcetera, within sidewalks or driveway areas are to be removed to depth of twelve inches (12") below the finished grade. All other foundations left in place shall be removed to a depth of six inches (6") below the finished grade. The top six inches (6") shall be restored to match the existing grade with materials similar in kind to the adjacent materials.

MATERIALS AND EQUIPMENT REMOVED AND STACKED

All materials scheduled to be removed and stacked shall be delivered to the Department of Public Works located at 30 Lewis Street, Lincoln, MA 01773. If the Engineer determines that any part of the stacked materials is unsuitable for re-use, or if the Town decides to abandon part or all of such materials, said materials shall become the property of the Contractor and he shall dispose of them outside and away from the limits of the project, without additional compensation.

BOUNDS

All bounds, including new bounds as shown on the plans, and bounds replaced or realigned shall be installed by a Land Surveyor registered in the Commonwealth of Massachusetts, in coordination with the District Survey Engineer.

Initial coordination shall begin with the State Survey establishing the baseline and all Control Points, utility poles, and other necessary reference points. Prior to disturbing or removing any property bounds, markers, or monuments, their locations shall be tied down.

All Brass Plates, U.S. Geological Survey (USGS) markers, and other permanent survey monuments encountered shall be carefully removed, preserved, and delivered to the District Survey Office.

SECTION 722
CONSTRUCTION SCHEDULING
DESCRIPTION

722.20 General

The Contractor's approach to prosecution of the Work shall be disclosed to the Department by submission of a Critical Path Method (CPM) schedule and a cost/resource loaded Construction Schedule as defined by the schedule type set forth below. These requirements are in addition to any requirements imposed in other sections.

This section establishes the requirement for scheduling submissions. There are four schedule types identified as types A, B, C and D.

All schedules shall be prepared and submitted in accordance with this specification and the instructions contained in the Construction Schedule Toolkit located on the MassDOT-Highway Division website at

<https://www.mass.gov/info-details/massdot-highway-contractors-schedule-toolkit>.

Type A –

- Schedule Planning Session
- Baseline CPM Schedule
- Monthly Update CPM Schedule
- Short-term Construction Schedule
- Contract Schedule Update Meeting
- Cost-loaded & Resource Loaded CPM
- Resources Graphic Reporting
- Cash Flow Projections from the CPM
- Cash Flow Charts
- Monthly Projected Spending Report (PSR)
- Contractor-furnished CPM software and computer

Type B –

- Schedule Planning Session
- Baseline CPM Schedule
- Monthly Update CPM Schedule
- Short-term Construction Schedule
- Contract Schedule Update Meeting
- Cost-loaded & Resource Loaded CPM
- Monthly Projected Spending Report (PSR)
- Contractor-furnished CPM software and computer

Type C –

- Schedule Planning Session
- Baseline CPM Schedule
- Monthly Update CPM Schedule
- Short-term Construction Schedule
- Contract Schedule Update Meeting
- Monthly Projected Spending Report (PSR)
- Contractor-furnished CPM software and computer

SECTION 722 (Continued)**Type D -**

- Bar chart schedule updated monthly or at the request of the Engineer
- Short-term Construction Schedule
- Monthly Projected Spending Report (PSR)

EQUIPMENT, PERSONNEL**722.40 General****A. Software Requirements**

The Contractor shall use Primavera P6 computer scheduling software.

In addition to the requirements of Section 740 – Engineer’s Field Office and Equipment, the Contractor shall provide to the Department one (1) copy of the scheduling software, one (1) software license and one (1) computer capable of running the scheduling software for the duration of the Contract. This computer and software shall be installed in the Engineer’s Field Office. The computer and software shall be maintained and serviced at no additional cost to the Department.

B. Scheduler Requirements

The Scheduler shall be approved by the Engineer.

For Type A, B and C Schedules the name of the Contractor’s Project Scheduler together with his/her qualifications shall be submitted to the Department for approval by the Engineer within seven (7) Calendar Days after NTP. The Project Scheduler shall have a minimum of five (5) years of project CPM scheduling experience, three (3) years of which shall be on projects of similar scope and value as the project for which the Project Scheduler is being proposed. References shall be provided from past projects that can attest to the capabilities of the Project Scheduler.

SCHEDULING METHODS**722.60 General****A. Schedule Planning Session**

The Contractor shall conduct a schedule planning session prior to submission of the Baseline Schedule. This session will be attended by the Department and its consultants. During this session, the Contractor shall present its planned approach to the project including, but not limited to:

1. the Work to be performed by the Contractor and its subcontractors;
2. the planned construction sequence and phasing; planned crew sizes;
3. summary of equipment types, sizes, and numbers to be used for each work activity;
4. all early work related to third party utilities;
5. identification of the most critical submittals and projected submission timelines;
6. estimated durations of major work activities;
7. the anticipated Critical Path of the project and a summary of the activities on that Critical Path;
8. a summary of the most difficult schedule challenges the Contractor is anticipating and how it plans to manage and control those challenges;

SECTION 722 (Continued)

9. a summary of the anticipated quarterly cash flow over the life of the project.

This will be an interactive session and the Contractor shall answer all questions that the Department and its consultants may have. The Contractor shall provide a written summary of the information presented and discussed during the session to the Engineer. The Contractor's Baseline Schedule and accompanying Schedule Narrative shall incorporate the information discussed at this Schedule Planning Session.

B. Schedule Reviews by the Department**1. Baseline Schedule Reviews**

The Engineer will respond to the Baseline Schedule Submission within thirty (30) Calendar Days of receipt providing comments, questions and/or disposition that either accepts the schedule or requires revision and resubmittal. Rejected Baseline Schedules shall be resubmitted within fifteen (15) Calendar Days after receipt of the Engineer's comments.

2. Contract Progress Schedule / Monthly Update Reviews / Recovery Schedules

The Engineer will respond to each submittal within twenty-one (21) Calendar Days. Rejected schedules shall be resubmitted by the Contractor within five (5) Calendar Days after receipt of the Engineer's comments.

The Engineer's review comments shall not be construed as direction to change the Contractor's means and methods. The review and acceptance of the CPM schedule does not relieve the Contractor of the responsibility for accomplishing the work within the contract required completion dates. Omissions and errors in the accepted CPM schedule shall not excuse performance less than that required by the Contract.

722.61 Schedule Content and Preparation Requirements

All schedules shall be prepared and submitted in accordance with the instructions contained in the Construction Schedule Toolkit located on the MassDOT-Highway Division website at: <https://www.mass.gov/info-details/massdot-highway-contractors-schedule-toolkit> and the following:

A. LOGIC

The schedules shall divide the Work into activities with appropriate logic ties to show:

1. conformance with the requirements of this Section and Division I, Subsection 8.02 - Schedule of Operations
2. the Contractor's overall approach to the planning, scheduling, and execution of the Work
3. conformance with any additional sequences of Work required by the Contract Documents, including, but not limited to, Subsection 8.03 - Prosecution of Work and Subsection 8.06 – Limitations of Operations.

SECTION 722 (Continued)**B. ACTIVITIES**

The schedule shall clearly define the progression of the Work from the Notice to Proceed (NTP) to Contractor Field Completion (CFC) by using separate activities, or including attributes within appropriate activities, to address each of the following:

1. Notice to Proceed
2. Work Breakdown Structure
3. The Critical Path is clearly defined and organized.
4. Float shall be clearly identified.
5. Detailed activities to satisfy permit requirements.
6. Subcontractor approvals at fifteen (15) Calendar Days from submittal to response
7. The preparation and submission of shop drawings, procedures, and other required submittals, with a planned duration that is to be demonstrated to the Engineer as reasonable.
8. The review and return of shop drawings, procedures, and other required submittals, approved or with comments, the duration of which shall be thirty (30) Calendar Days, unless otherwise specified or as approved by the Engineer.
9. Procurement of fabricated materials and equipment with long lead times, including time for review and approval of submittals required before procuring and fabricating.
10. Each component of the Work defined by specific activities.
11. Right-of-Way (ROW) takings that have been identified in the Contract.
12. Early Utility Relocation (by others) that has been identified in the Contract.
13. Interfaces with adjacent work, utility companies, other public agencies, sensitive abutters, and/or any other third-party work affecting the Contract.
14. Utility work to be performed in accordance with the Project Utility Coordination (PUC) Form as provided in Section 8.14 - Utilities Coordination, Documentation and Monitoring Responsibilities
15. Access Restraints – restrictions on access to areas of the Work that are defined by the Department in the bid package, in Subsection 8.06 – Limitations of Operations or elsewhere in the Contract
16. Limitations of Work – time of year restrictions and any other limitations identified in the contract
17. Traffic work zone set-up and removal, night work and phasing
18. Material Certifications
19. Milestones listed in Subsection 8.03 - Prosecution of Work or elsewhere in the Contract Documents
20. For Type A and B Contracts only: All items to be paid for, including all Unit Price and Lump Sum pay items, shall be identified by activity. This shall include all non-construction activities such as engineering work; purchase of permanent materials and equipment, purchase of structural steel stock, equipment procurement, equipment delivery to the site or storage location and the representative amount of overhead/indirect costs that was included in the Contractor's Bid Prices.

SECTION 722 (Continued)

21. Contractor's request for validation of FBU (ready to open to traffic)
22. Full Beneficial Use (FBU) Contract Milestone per the following requirements:
The majority of contract Work has been completed and the asset(s) has been opened for full multi-modal transportation use, except for limited contract work items that do not materially impair or hinder the intended public use of the transportation facility. All anticipated lane takings have been completed, except for minor, short term work items and as defined in Subsection 8.03 - Prosecution of Work
23. The Department's confirmation of completed work to allow for FBU.
24. Contractor's request for validation of Substantial Completion
25. Department generated punch list of twenty-one (21) Calendar Days
26. Substantial Completion Contract Milestone as defined in the standard specifications.
27. Punch list Completion Period of at least thirty (30) Calendar Days per the requirements of Subsections 5.11 - Final Acceptance, 7.15 - Claims Against Contractors for Payment of Labor, Materials and Other Purposes
28. Contractor confirmation that all punchlist work and documentation has been completed.
29. Physical Completion of the Work Contract Milestone per the requirements of Subsections 5.11 - Final Acceptance and 8.03 - Prosecution of Work
30. Documentation Completion per the requirements of Subsections 5.11 - Final Acceptance and 8.03 - Prosecution of Work
31. Contractor Field Completion Contract Milestone (which can also be considered the completion date) per the following requirements: All physical contract Work is complete including punchlist. The Contractor has fully de-mobilized from field operations and as defined in Subsection 5.11

C. EARLY AND LATE DATES

Early Dates shall be based on proceeding with the Work or a designated part of the Work exactly on the date when the corresponding Contract Time commences. Late Dates shall be based on completing the Work or a designated part of the Work exactly on the corresponding Contract Time, even if the Contractor anticipates early completion.

D. DURATIONS

Activity durations shall be in Work Days. Planned Original Durations shall be established with consideration of resources and production rates that correspond to the Contractor's Bid Price. Within all of the Department-required schedules, the Contractor shall plan the Work using durations for all physical construction activities of no less than one (1) Work Day and no greater than fourteen (14) Work Days, unless approved by the Engineer as part of the Baseline Schedule Review.

SECTION 722 (Continued)

Should there be an activity with a duration that is determined by the Engineer to be unreasonable, the Contractor will be asked to provide a basis of the duration using bid documents, historic production rates for similar work, or other form of validation that is acceptable to the Engineer. Should the Contractor and the Engineer be unable to agree on reasonable activity durations, the Engineer will, at a minimum, note the disagreement in the Baseline Schedule Review along with a duration the Engineer considers reasonable and the basis for that duration. A schedule that contains a substantial number of activities with durations that are deemed unreasonable by the Engineer will not be accepted.

E. MATERIALS ON HAND

The Contractor shall identify in the Baseline Schedule all items of permanent materials (Materials On Hand) for which the Contractor intends to request payment prior to the incorporation of such items into the Work.

F. ACTIVITY DESCRIPTIONS

The Contractor shall use activity descriptions in all schedules that clearly describe the work to be performed using a combination of words, structure numbers, station numbers, bid item numbers, work breakdown structure (WBS) and/or elevations in a concise and compact label.

G. ACTIVITY IDENTIFICATION NUMBERS

The Contractor shall use the activity identification numbering system specified in the MassDOT Highway Division Contractor Construction Schedule Toolkit.

H. ACTIVITY CODES

The Contractor shall use the activity codes specified in the MassDOT Highway Division Contractor Construction Schedule Toolkit.

I. CALENDARS

Different calendars may be created and assigned to all activities or to individual activities. Calendars define the available hours of work in each Calendar Day, holidays and general or project-specific non-Work Days such as Fish Migration Periods, time-of-year (TOY) restrictions and/or area roadway restrictions. All calendars shall extend two years beyond the current project completion date.

Project Special Provisions identify specific calendar restrictions some examples of special calendars include, but are not limited to:

- Winter Shutdown Period, specific work is required by separate special provision to be performed during the winter. See Special Provision 8.03 (if applicable)
- Peak traffic hours on heavily traveled roadways. This shall be from 6:30 am to 9:30 am and from 3:30 pm to 7:00 pm, unless specified differently elsewhere in the Contract.
- Special requirements by sensitive abutters, railroads, utilities and/or other state agencies as defined in the Contract.
- Planting seasons for trees, shrubs and grasses and wetlands mitigation work.

SECTION 722 (Continued)

- Cape Cod and the Islands Summer Roadway Work Restrictions: A general restriction against highway and bridge construction is enforced between Memorial Day and Labor Day, unless otherwise directed by the Engineer. Cape Ann Summer Roadway Work Restrictions: While there are no general restrictions for Cape Ann as there are for Cape Cod and the Islands, project-specific restrictions may be enforced.
- Turtle and/or Fish Migration Periods and/or other in-water work restrictions: Refer to the Project Special Provisions for specific restrictions.
- Working over Waterways Restricted Periods.
- Night-time paving and striping operations, traffic, and temperature restrictions.
- Utility Restrictions shall be as specified within the Contract.

J. FLOAT

For the calculation of float in the CPM schedule, the setting for *Retained Logic* is required for all schedule submissions, starting with the Baseline Schedule Submission. Should the Contractor have a reason to propose that an alternative calculation setting such as *Progress Override* be used, the Contractor shall obtain the Engineer's approval prior to modifying to this setting.

K. COST AND RESOURCE LOADING (Types A and B only)

For all Type A and B Schedules, the Contractor shall provide a cost and resource-loaded schedule with an accurate allocation of the costs and resources necessary to complete the Work. The costs and resources shall be assigned to all schedule activities in order to enable the Contractor to efficiently execute the Contract requirements and the Engineer to validate the original plan, monitor progress, provide cash flow projections, and analyze delays.

1. Each schedule activity shall have an assigned cost that accurately represents the value of the Work. Each schedule activity shall have its resources assigned to it by craft and the anticipated hours to accomplish the work. Each schedule activity's equipment resources shall be assigned to it by equipment type and hours operated. Front-loading or other unbalancing of the cost distribution will not be permitted.
2. The sum of the cost of all schedule activities shall be equal to the Contractor's Bid Price.
3. Indicating the labor hours per individual, per day, by craft and equipment hours/day will be acceptable.
4. The Engineer reserves the right to use the cost-loading as a means to resolve changes, disputes, time entitlement evaluations, increases or decreases in the scope of Work, unit price renegotiations and/or claims.
5. For all Type A and B Schedules, all subnets, fragnets, Proposal Schedules, and Recovery Schedules shall be cost and resource- loaded to help to quickly validate and monitor the duration of the Work to be performed.
6. For Type A Schedules, cost-loading of the schedule will also be used for cash flow projection purposes.
7. The cost-loading of each activity shall indicate the portion of the cost for that activity that is applicable to a specific bid item (cost account.) The total cost for each cost account must equal the bid item price.

SECTION 722 (Continued)**L. NOT TO BE USED IN THE CONTRACTOR'S CPM SCHEDULE**

1. Milestones or constraint dates not specified in the Contract.
2. Scheduled work not required for the accomplishment of a Contract Milestone
3. Use of activity durations, logic ties and/or sequences deemed unreasonable by the Engineer.
4. Delayed starts of follow-on trades.
5. Float suppression techniques.
6. Leads such as leads, lags, SS, SF, & FF relationships without the expressed permission of the Department.

722.62 Submittal Requirements

All schedules shall be prepared and submitted in accordance with the requirements listed below.

Each monthly Contract Progress Schedule submittal shall be uniquely identified.

Each Submission shall, at a minimum, include the following:

- a. Narrative
- b. Schedule submittals shall be signed by the Scheduler
- c. Schedule Printout - All Activities
- d. Schedule Printout - Critical Path Layout
- e. Schedule Printout - Remaining Work
- f. Schedule Printout - Top 3 Float Path
- g. Work Breakdown Structure (WBS) Summary
- h. Project Spending Report (PSR) in Portable Document Format (.PDF)
- i. Project Spending Report (PSR) in Microsoft Excel spreadsheet (.XLS)
- j. Oracle Primavera P6 Schedule File (.XER)

All digital file submittals will be labeled with the following information.

- Contract Number
- Project Number
- Project locations (i.e., town(s))
- Brief description
- Submittal description (i.e., UP07)
- Data Date (MM-DD-YY)
- File Description (i.e., Critical Path)

Example: C110464 (P606309) - Orange Route 2 over 202 – UP23 (07-15-22) - Critical Path

A. Narratives

A written narrative shall be submitted with every schedule submittal. The narrative shall:

1. itemize and describe the flow of work for all activities on the Critical Path in a format that includes any changes made to the schedule since the previous Contract Progress Schedule / Monthly Update or the Baseline Schedule, whichever is most recent.
2. provide a description of any specification requirements that are not being followed. Identify those that are improvements and those that are not considered to be meeting the requirements.

SECTION 722 (Continued)

3. provide all references to any Notice of Delay that has been issued, within the time period of the Contract Progress Schedule Update, by letter to the Engineer. Note that any Notice of Delay that is not issued by letter will not be recognized by the Engineer. See Subsection 722.64.A – Notice of Delay.
4. provide a description of each third-party utility’s planned vs. actual progress and note any that are trending late or are late per the durations and commitments as provided in the PUC Form; provide a description of the five (5) most important responses needed from the Department and the need date for the responses in order to maintain the current Schedule of Record.
5. provide a description of all critical issues that are not within the control of the Contractor or the Department (third party) and any impact they had or may have on the Critical Path.
6. provide a description of any possible considerations to improve the probability of completing the project early or on time.
7. compare Early and Late Dates for activities on the Critical Path and describe reasons for changes in the top three (3) most critical paths.
8. describe the Contractor’s plan, approach, methodologies, and resources to be employed for completing the various operations and elements of the Work for the top three (3) most critical paths. For update schedules, describe and propose changes to those plans and verify that a Proposal Schedule is not required.
9. describe, in general, the need for shifts that are not 5 days/week, 8 hours/day, the holidays that are inserted into each calendar and a tabulation of each calendar that has been used in the schedule.
10. describe any out-of-sequence logic and provide an explanation of why each out-of-sequence activity does not require a correction, if one has not been provided, and an adequate demonstration that these changes represent the basis of how these activities will be built, including considerations for resources, dependencies, and previously approved production rates.
11. identify any possible duration increases resulting from actual or anticipated unit price item quantity overruns as compared to the baseline duration, with a corresponding suggestion to mitigate any possible delays to the Critical Path. If the delay is anticipated to impact the Critical Path, refer to Subsections 4.06 – Increased or Decreased Contract Quantities and 8.10 – Determination and Extension of Contract Time for Completion and submit a letter to the Engineer notifying of a potential delay.
12. include a schedule log consisting of the name of the schedule, the data date and the date submitted.
13. include and describe any notifications, communications and coordination meetings with third-parties such as utility companies that occurred from the last update including personnel names, job titles and contact information, date of meeting(s)/correspondence(s), topics discussed, and reasons the third party provided for deviations from the PUC form.

SECTION 722 (Continued)**B. CPM Bar Charts**

One (1) timescaled bar chart containing all activities shall be prepared and submitted using a scale that yields readable plots and that meets the requirements of Subsection 722.61 – Schedule Content and Preparation Requirements Activities shall be linked by logic ties and shown on their Early Dates. Critical Paths shall be highlighted, and Total Float shall be shown for all activities.

A second timescaled bar chart shall also be prepared containing only the Critical Path or, if the Critical Path is not the longest path, the Longest Path using a scale that yields readable plots and that meets the requirements of Subsection 722.61 – Schedule Content and Preparation Requirements. Activities shall be linked by logic ties and shown on their Early Dates. Total Float shall be shown for all activities.

C. Detailed Activity Schedule Comparisons

A Detailed Activity Schedule Comparison (DASC) is a simple reporting tool in the format of a graphical report that will provide Resident Engineers with immediate, timely and up-to-date information. The DASC consists of an updated bar chart that overlays the current time period's bar chart onto the previous time period's bar chart for an easily read comparison of progress during the present and previous reporting periods.

D. Activity Cost Report and Monthly Cash Flow Projections (Type A only)

With each Contractor Quantity Estimate (CQE), the Contractor shall submit an Activity Cost Report and Cash Flow Projection that includes all activities grouped by Contract Bid Item.

The Activity Cost Report shall be generated from the Schedule of Record and shall be the basis of the Monthly Cash Flow Projection. Within each contract Bid Item, activities shall be sequenced by ascending activity identification number and shall show:

1. activity ID and description,
2. forecast start and finish dates for each activity and,
3. when submitted as a revised schedule, actual start, and finish dates for each completed activity.
4. any variance to the estimated contract quantity shall be shown.

E. Resource Graphs (Type A only)

Monthly and cumulative resource graphs for the remaining Contract period using the Early Dates and Late Dates in the Contract Progress Schedule shall be included as part of each schedule submittal.

SECTION 722 (Continued)**F. Projected Spending Reports**

A Projected Spending Report (PSR) shall be prepared and submitted monthly. The PSR shall indicate the monthly spending (cash flow) projection for each month from NTP to Contractor Field Completion (CFC). Each month's actual spending shall be calculated using all CQEs paid during that month. The Projected Spending Report (PSR) shall be depicted in a tabular format and provided in both an .XLS and .PDF.

722.63. Progress Schedule Requirements**A. Baseline Schedule**

The Baseline Schedule shall be due thirty (30) Calendar Days after Notice to Proceed (NTP). The Baseline Schedule shall only reflect the Work awarded to the Contractor and shall not include any additional work involving Extra Work Orders or any other type of alleged delay. The Baseline Schedule shall be prepared and submitted in accordance with Subsections 722.61 - Schedule Content and Preparation Requirements and 722.62 - Submittal Requirements. Once the Baseline Schedule has been accepted by the Engineer, with or without comments, it shall represent the as-planned schedule for the Work and become the Contract Progress Schedule of Record until such time as the schedule is updated or revised under Subsections 722.63.C - Contract Progress Schedules / Monthly Updates, 722.64.C - Recovery Schedules and 722.64.D - Proposal Schedules.

The Cost and Resource-Loading information (Types A and B only) shall be provided by the Contractor within forty-five (45) Calendar Days after NTP.

The Engineer's review comments on the Baseline Schedule and the Contractor's responses to them will be maintained for the duration of the Contract and will be used by the Engineer to monitor the Contractor's work progress by comparing it to the Contract Progress Schedule / Monthly Update.

B. Interim Progress-Only Schedule Submissions

The first monthly update of the Contract Progress Schedule/Monthly Update is due within seventy (70) Calendar Days after Notice to Proceed (NTP.) The Baseline Schedule review period ends at sixty (60) Calendar Days after NTP, see Subsection 722.60.B - Schedule Reviews by the Department. If the Baseline Schedule has not been accepted within sixty (60) Calendar Days after NTP, an Interim Progress-Only Schedule shall be due within seventy (70) Calendar Days after NTP. The purpose of the Interim Progress-Only Schedule is to document the actual progress of all activities, including non-construction activities, from NTP until the Baseline Schedule is accepted.

SECTION 722 (Continued)**C. Contract Progress Schedules / Monthly Updates**

The first Contract Progress Schedule shall be submitted by the Contractor no later than seventy (70) Calendar Days after NTP. The data date for this first Progress Schedule shall be two months (approximately sixty (60) Calendar Days) after NTP. Subsequent Progress Schedules shall be submitted monthly.

Each Contract Progress Schedule shall reflect progress up to the data date. Updated progress shall be limited to asbuilt sequencing and asbuilt dates for completed and inprogress activities. Asbuilt data shall include actual start dates, remaining Work Days and actual finish dates for each activity, but shall not change any activity descriptions, the Original Durations, or the Original Resources (as planned at the time of bid), without the acceptance of the Engineer. If any activities have been completed out-of-sequence, the Contractor shall propose new logic ties for affected in-progress and future activities that accurately reflect the previously approved sequencing. Alternatively, the Contractor may submit to the Engineer for approval an explanation of why an out-of-sequence activity does not require a correction and an adequate demonstration that the changes accurately represent how the activities will be built, including considerations for resources, dependencies, and previously approved production rates. Once approved by the Engineer, the Contractor may incorporate the changes in the next Contract Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule Narrative.

No revisions to logic ties, sequence, description, or duration of future activities; or planned resource costs shall be made without prior approval by the Engineer.

Any proposed logic changes for in-progress or future activities shall be submitted to the Engineer for approval before being incorporated into a Contract Progress Schedule. The logic changes must be submitted using a Proposal Schedule or a schedule fragnet submission. Once approved by the Engineer, the Contractor may incorporate the logic in the next Contract Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule Narrative.

For any proposed changes to the original sequence, description or duration of future activities, the Contractor shall submit to the Engineer for approval an explanation of how the proposed description or duration change reflects how the activity will be progressed, including considerations for resources and previously approved production rates. Any description or duration change that does not accurately reflect how the activity will be progressed will not be approved by the Engineer. Once approved by the Engineer, the Contractor may incorporate the changes in the next Contract Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule Narrative.

Contract Progress Schedules that extend performance beyond the Contract Time or beyond any Contract Milestone shall not be approved by the Engineer. The Contractor shall submit a Recovery Schedule, or a Time Entitlement Analysis, if any Contract Progress Schedule/Monthly Update indicates a failure to meet the Contract Dates.

SECTION 722 (Continued)**D. Short-Term Construction Schedule**

The Contractor shall provide a Short-Term Construction Schedule that details daily work activities, including any multiple shift work that the Contractor intends to conduct, in a spreadsheet format. The daily activities shall directly correspond to the Contract Progress Schedule activities, with a matching reference to the activity identification number in the Contract Progress Schedule and may be at a greater level of detail. The Short-Term Construction Schedule shall be submitted every two weeks. It shall display all work for a thirty-five (35) Calendar Day period consisting of completed work for the two (2) week period prior and all planned work for the following three (3) week period. The initial submission shall be provided no later than thirty (30) Calendar Days after NTP or as required by the Engineer.

The Contractor shall be prepared to discuss the Short-Term Construction Schedule, in detail, with the Engineer in order to coordinate field inspection staff requirements, the schedule of work affecting abutters and any corresponding work with affected utilities. Short-Term Construction Schedules shall be prepared and submitted in accordance with Subsections 722.61 - Schedule Content and Preparation Requirements and 722.62 - Submittal Requirements.

722.64 Impacted Schedule Requirements**A. Notice of Delay**

The Contractor shall notify the Engineer in writing, with copies to the District and State Construction Engineers, within fifteen (15) of the start of any delays to the Critical Path that are caused by actions or inactions that were not within the control of the Contractor. Delay notifications that are not provided in a letter to the Engineer, such as a delay notification in the schedule narrative, will not be recognized as contractual notice in the determination of any Time Extension related to the impacts to the work associated with this specific alleged delay. Should such a delay continue for more than one (1) week, the Contractor shall note it in the Schedule Narrative until the delay is no longer impacting the Critical Path for the completion of the Contract Milestones. The Engineer will evaluate the alleged delay and its impact and will respond to the Contractor within ten (10) Calendar Days after receipt of a notice of delay.

B. Time Entitlement Analysis

A Time Entitlement Analysis (TEA) shall consist of a descriptive narrative, prepared in accordance with Subsection 722.62.A - Narratives, and an as-built CPM schedule, which may be in the form of a schedule fragnet that has been developed from the project's Contract Progress Schedule of Record, and illustrates the impact of a delay to the Critical Path, Contract Milestones and/or Contract Completion Date as required in Subsection 8.10 - Determination and Extension of Contract Time for Completion. TEAs shall also be used to determine the schedule impact of proposed Extra Work Orders (EWO) as also required in Subsection 8.10.

TEAs shall be prepared and submitted in accordance with the requirements of Subsections 722.61 - Schedule Content and Preparation Requirements and 722.62 - Submittal Requirements and shall be based on the Contract Progress Schedule of Record applicable at the start of the delay or impact from an EWO. A TEA fragnet must start with a specific new activity describing the work contained in either a Notice of Delay previously submitted to the Department per Subsection 722.64.A - Notice of Delay or an EWO.

SECTION 722 (Continued)

TEAs shall be submitted:

1. as part of any Extra Work Order that may impact Contract Time,
2. with a request for a Time Extension,
3. within fifteen (15) Calendar Days after a request for a TEA by the Engineer for any other reason.

A TEA shall be submitted to the Engineer before any Time Extension is granted to the Contractor. Time Extensions will not be granted unless the TEA accurately reflects an evaluation of all past delays and the actual events that occurred that impacted the Critical Path. The TEA must also demonstrate a plan for the efficient completion of all of the remaining work through an optimized CPM Schedule. The analysis shall include all delays, including Contractor-caused delays, and shall be subdivided into timeframes and causes of delays.

TEAs shall incorporate any proposed activities, logic ties, resource considerations, and activity costs required to demonstrate the schedule impacts most efficiently in addition to detailing all impacts to existing activities, logic ties, the Critical Path, Contract Milestones, and the Contract Completion Date. In addition, TEAs shall accurately reflect any changes made to activities, logic ties, restraints, and activity costs, necessitated by an Extra Work Order or other schedule impact, for the completion of the remaining work. The Contractor shall provide TEAs that demonstrate that all delays have been mitigated to the fullest extent possible without requiring an Equitable Adjustment to the original bid basis.

All TEAs shall clearly indicate any overtime hours, additional shifts and the resources that are proposed to be incorporated in the schedule. The Engineer shall have final discretion over the use of overtime hours and additional shifts. The Engineer shall have the right to require that overtime hours and/or additional shifts be used to minimize the duration of Time Extensions if it is determined to be in the best interest of the Department to do so.

When accepted, the changes included in a TEA shall be incorporated into the next Contract Progress Schedule per the requirements of Subsection 722.63.C - Contract Progress Schedules / Monthly Updates. During the review of any TEA, all Contract Progress Schedules shall continue to be submitted as required.

The Engineer may request that the Contractor prepare a Proposal Schedule or a Recovery Schedule to further mitigate any delays that are shown in the accepted TEA or Contract Progress Schedule.

C. Recovery Schedules

The Contractor shall promptly report to the Engineer all schedule delays during the prosecution of the Work. Contract Progress Schedules that predict performance extended beyond the Contract Time or beyond any Contract Milestone shall not be approved as the schedule of record. This requirement is critical to the Department's ability to make informed decisions regarding Contract Time and costs.

The Contractor shall submit a Recovery Schedule within fifteen (15) Calendar Days of a Contract Progress Schedule submission that shows failure to meet the Contract Dates unless a recovery schedule is waived by the Department. Waiving the recovery schedule does not relieve the contractor of the responsibility for the delay. The Department may revoke the waiver of a Recovery Schedule, at which time a Recovery Schedule shall be submitted within fifteen (15) Calendar Days of the Contractor being notified.

Changes represented in accepted Recovery Schedules shall be incorporated into the next Contract Progress Schedule.

SECTION 722 (Continued)**D. Proposal Schedules**

A Proposal Schedule is an alternative schedule used to evaluate proposed changes to the Contract scope or significant alternatives to previously approved approaches to complete the Work, which may include changes to activity durations, logic, and sequence. For Types A and B Schedules, the Proposal Schedule shall be cost and resource loaded.

A Proposal Schedule may be requested by the Department at any time or may be offered by the Contractor. The Engineer may request that the Contractor prepare a Proposal Schedule to further mitigate any delays that are shown in an accepted TEA or Contract Progress Schedule.

The Contractor shall submit the Proposal Schedule within thirty (30) Calendar Days of a request from the Department.

The Proposal Schedule shall not be considered a Schedule of Record until the logic, durations, narrative, and basis of the Proposal Schedule have been accepted by the Engineer. If the Proposal Schedule took the form of a fragnet, it must be incorporated into the Contract Progress Schedule of Record showing the current progress of all other activities and the impacts/results of the changes made by the Proposal Schedule before the Proposal Schedule is accepted by the Department.

Proposal Schedules shall clearly indicate any proposed acceleration including overtime hours, additional shifts, and the resources that are proposed to be incorporated in the schedule. The Engineer shall have final discretion over the use of overtime hours and additional shifts. Proposal Schedules that contain a cost element shall be submitted with a separate Cost Proposal.

Changes represented in the accepted Proposal Schedules shall be incorporated into the next Contract Progress Schedule. During the review of any Proposal Schedule, all Contract Progress Schedules shall continue to be required every month.

E. Disputes

All schedules shall be submitted, reviewed, dispositioned, and accepted in the timely manner specified herein so as to provide the greatest possible benefit to the execution of this Contract.

The Contractor may dispute a decision by the Engineer by filing a claim notice within seven (7) days after the Contractor's request for additional time has been denied or if the Contractor does not accept the number of days granted in a time extension. The Contractor's claim notice shall include a revised time entitlement analysis that sufficiently explains the basis of the time-related claim. Failure to submit the required time entitlement analysis with the claim notice shall result in denial of the Contractor's claim. A determination on the Contractor's claim shall be in accordance with Subsection 7.16 Claims of Contractor for Compensation. Pending resolution of any dispute, the last schedule accepted by the Engineer will remain the Contract Schedule of Record.

SECTION 722 (Continued)**722.65 Schedule Type D Requirements**

This section is to detail the requirements for Type D Schedules and is separate from the requirements listed above. These schedules are intended for a project in which a more formal schedule would not be practical.

Schedules for Type D projects shall be submitted for each work assignment. The Schedule Type D shall be submitted electronically in .XLS and .PDF format and meet the following requirements.

The schedule requirements for work assignments that are anticipated to last three weeks or less shall conform to the requirements for Short-term Construction Schedules below.

Work assignments that are anticipated to last longer than three weeks shall submit a bar chart baseline and provided update schedules upon request of the engineer as required under Bar Chart Schedule below in addition to meeting the Short-term Construction schedule requirements.

A. Bar Chart Schedule

A Bar Chart that shall include the following:

- Work Assignment start date.
- Activities to identify.
 - Major work operations broken down to be no longer than 14 days.
 - Procurement of fabricated materials and equipment with long lead times, including time for review and approval of submittals required before procuring and fabricating.
 - The preparation and submission of shop drawings, procedures, and other required submittals, with a planned duration that is to be demonstrated to the Engineer as reasonable.
 - The review and return of shop drawings, procedures, and other required submittals, approved or with comments, the duration of which shall be shown as thirty (30) Calendar Days,
 - Detailed activities to satisfy permit requirements.
 - Subcontractor approvals at fifteen (15) Calendar Days from submittal to response
 - Project Close out activities including a 21-calendar day creation of a punchlist activity and 30 calendar day minimum completion of punchlist activity.
- Interfaces with adjacent work, utility companies, other public agencies, sensitive abutters, and/or any other third-party work affecting the Contract.
- Access Restraints – restrictions on access to areas of the Work
- Traffic work zone set-up and removal, night work and phasing
- Contract Milestones including Full beneficial Use, Substantial Completion and Contractor Field Completion

The Bar Char Schedule shall be provided at the beginning of the project and updated with each work order created for the project.

SECTION 722 (Continued)**B. Short-Term Construction Schedule**

The Contractor shall provide a Short-Term Construction Schedule that details daily work activities, including any multiple shift work that the Contractor intends to conduct, in a spreadsheet format. The daily activities shall directly correspond to the Contract Progress Schedule activities, with a matching reference to the activity identification number in the Contract Progress Schedule and may be at a greater level of detail. See schedule toolkit for suggested format.

The Short-Term Construction Schedule shall be submitted every two weeks. It shall display all work for a thirty-five (35) Calendar Day period consisting of completed work on the assignment for the two week period prior and all planned work for the following three week period. The initial submission shall be provided no later than thirty (30) Calendar Days after NTP or as required by the Engineer.

The Contractor shall be prepared to discuss the Short-Term Construction Schedule, in detail, with the Engineer in order to coordinate field inspection staff requirements, the schedule of work affecting abutters and any corresponding work with affected utilities.

C. Project Spending Report (PSR)

A Projected Spending Report (PSR) shall be prepared and submitted monthly. The PSR shall be for all active work assignments, broken down by work assignment. The PSR shall indicate the monthly spending (cash flow) projection for each month from NTP to Contractor Field Completion (CFC). Each month's actual spending shall be calculated using all CQEs paid during that month. The Projected Spending Report (PSR) shall be depicted in a tabular format and provided in both an .XLS and .PDF

SECTION 722 (Continued)**COMPENSATION****722.80 Method of Measurement****Schedule of Operations (Type A, B and C)**

The project bid documents specify the fixed-price amounts to be paid to the Contractor for the Project Schedule requirements contained herein. Each bidder shall include this fixed price bid item amounts in their bid. Failure to do so may be grounds for the rejection of the bid.

This fixed price amount is for payment purposes only and is separate from what the Department considers to be the Contractor's General Condition costs. If the Contractor deems it necessary to include additional costs to provide all of the requirements of this section, these additional costs shall be included in the Contractor's overall bid price.

All required schedule-related work, including, but not limited to computers, computer software, the planning and coordination with utilities, training, schedule preparation and schedule submittals will be paid for under the fixed price amount.

Twenty percent (20%) of this pay item will be paid upon the Engineer's acceptance of the Contractor's Baseline Schedule, prepared and submitted in accordance with Subsection 722.63.A.

The remaining eighty percent (80%) of this pay item will be paid in equal monthly installments distributed across the Contract Duration from Notice to Proceed (NTP) to Contractor Field Completion (CFC), less the 2 months required for the submittal and review of the Baseline Schedule in accordance with the following formula:

$$\text{Monthly Payment} = \frac{\text{Remaining Fixed Price amount (80\% of the Item Cost.)}}{\text{Contract Duration in whole months} - 2 \text{ months}}$$

The Schedule of Operations pay item will be adjusted to pay for only the actual quantity of schedules that have been submitted in accordance with this section.

Should there be a Time Extension granted to the Contractor, the Engineer may provide an Equitable Adjustment for additional Contract Progress Schedule Updates at intervals directed by the Engineer. The monthly payment will be the basis for this Equitable Adjustment.

Schedule of Operations (Type D)

For projects assigned with Type D schedule requirements, all scheduling work shall be considered incidental to the project with no separate payment under this section.

SECTION 722 (Continued)

722.81 Basis of Payment

The timely and accurate submission of the Baseline Schedule is critical to the Contract and the Department's ability to make informed decisions. Only payments under Item 740 - Engineer's Field Office and Item 748 - Mobilization will be made until the Baseline Schedule is accepted by the Engineer.

All required schedule-related work, including, but not limited to computers, computer software, the planning and coordination with utilities, training, schedule preparation and schedule submittals (including monthly progress schedules, short-term schedules, project spending reports, TEAs, recovery schedules or impacted schedules) shall be included in this work.

No payment for any other pay item will be processed beyond seventy-five (75) Calendar Days from Notice to Proceed (NTP) until the Baseline Schedule is accepted by the Engineer. Until the Engineer's acceptance of the Baseline Schedule, the combined total of all payments made to the Contractor will be limited to an amount no greater than the total price for Item 748 - Mobilization or 3% of the contract price, whichever is less.

All Contract Progress Schedule Updates submitted later than ten (10) Calendar Days after the CQE (Contract Quantity Estimate) completion date, or greater than forty (40) Calendar Days from the Data Date of the previous submission, will be deemed to be no longer useful and will not qualify for payment. The late submission of Impacted schedules, including TEAs, recovery schedules and proposal schedules will result in the forfeiture of the monthly payment for the month in which they were due and subsequent months until the submission is made. Late submission of missed submittals will not result in recovery of the previously forfeited portion of the Schedule of Operations Fixed Price Payment Item.

Failure to submit schedules as and when required may result in the forfeiture of that portion of the Schedule of Operations Fixed Price Payment and/or the withholding of the full or partial CQE payments by the Engineer.

Failure to submit schedules that are acceptable to the Engineer may result in the forfeiture of that portion of the Schedule of Operations Fixed Price Payment and/or the withholding of the full or partial CQE payments by the Engineer.

The Schedule of Operations pay item will be adjusted to pay for only the actual quantity of schedules that have been submitted in accordance with this section.

The Contractor's failure or refusal to comply with the requirements of this Section shall be reasonable evidence that the Contractor is not prosecuting the Work with due diligence and may result in the Engineer withholding of full or partial payments of all work performed.

722.82 Payment Items

- 722.1 SCHEDULE OF OPERATIONS (TYPE A) - FIXED PRICE \$ _____ LUMP SUM
- 722.2 SCHEDULE OF OPERATIONS (TYPE B) - FIXED PRICE \$ _____ LUMP SUM
- 722.3 SCHEDULE OF OPERATIONS (TYPE C) - FIXED PRICE \$ _____ LUMP SUM

ITEM 101.23

**SELECTIVE CLEARING AND THINNING
AND RELATED HERBICIDE TREATMENT
ON LINCOLN CONSERVATION LAND**

ACRE

The work under this item shall conform to the relevant provisions of Subsection 101 of the standard Specifications and the following:

Work consists of cutting, chipping and/or removal of trees, and associated herbicide treatment of invasive trees, shrubs, and vines by cut stump treatment as required by the Engineer, on Lincoln Conservation Land, located to the east of Route 126 and north of the existing railroad corridor, as shown on the Restoration Plan. Work shall be coordinated with the proposed construction and planting schedule.

The work under this Item shall include the services of a Certified Arborist. Arborist requirements are identified under Item 102.55.

Work shall be done during daytime hours only.

Within 30 days following Notice to Proceed, the Contractor and Arborist shall walk the site with the Engineer, the MassDOT Landscape Architect, and Lincoln Conservation Department Staff, to review the work.

CONSTRUCTION METHODS

No work shall be performed on site until approval of the IPMS, submitted as a part of Item 102.33, has been obtained from the Engineer, MassDOT Landscape Design staff and Lincoln Conservation Department staff. Primary woody invasive species requiring treatment is Black Locust.

Stump treatment shall occur immediately (within 2 hours) following cutting of trees. Other methods of management may be submitted to the Engineer in writing for approval. Applicator shall use a dye or other method to mark stumps treated.

Expectation is 100% dead for trees cut and treated with herbicide by end of contract. Trees that are not dead shall be retreated at no extra cost.

METHOD OF MEASUREMENT

Item 101.23 will be measured for payment by the Acre of the area to be treated with herbicide.

BASIS OF PAYMENT

Item 101.23 will be paid for at the Contract unit price per Acre, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

ITEM 102.3 **HERBICIDE TREATMENT OF INVASIVE PLANTS** **HOOR**

This work must be performed by persons who meet the qualifications below and are approved by the Landscape Design Section.

Work under this item consists of herbicide treatment of invasive plants currently existing within the project limits and as directed. An Invasive Plant Management Strategy (IPMS) shall be submitted to the Engineer for review and approval and the IPMS shall be implemented on-site. The IPMS shall be measured and paid for under Item 102.33 Invasive Plant Management Strategy.

Work under this item shall be coordinated with work and schedule for Selective Clearing, Tree Removal, and Planting items.

Payment is per hour on-site and shall be compensation for a minimum crew of 2 licensed applicators, with appropriate equipment to perform the work, a properly equipped spray truck with spray hoses, and a tank with sufficient capacity for a full day of work. If there is only one applicator, hourly payment shall be adjusted to 50 percent of the unit price.

Management of plants determined to have been introduced to the site via imported loam, compost, mulch, plants, equipment, or other construction activities will be the Contractor's responsibility and at the Contractor's expense.

Herbicide shall be applied during daytime hours only.

Measures to prevent the introduction of invasive plant species to the site and to address introduction due to construction-related activities shall be covered under the Standard Specifications, Division I - Subsections 7.01(D) Plant Pest Control and 7.13 Protection and Restoration of Property as amended in these Special Provisions.

Plant species targeted for management under this item shall be as determined in the field per the site walk and as specified in the IPMS.

The definition of invasive plant species shall be as described by Massachusetts Invasive Plant Advisory Group (MIPAG): "non-native species that have spread into native or minimally managed plant systems in Massachusetts, causing economic or environmental harm by developing self-sustaining populations and becoming dominant and/or disruptive to those systems."

Control of invasive plants shall begin immediately with the initiation of construction activities and prior to any clearing or site disturbance. Treatment areas shall include stockpile locations and may, upon approval of the Engineer, extend outside the project limit. Treatment shall be done each consecutive year for the duration of the contract unless specified otherwise in the IPMS or unless directed otherwise by the MassDOT invasive species contact. Work shall be done during the growing season from May – October unless otherwise specified in the IPMS.

ITEM 102.3 (Continued)

Areas identified for vegetation control measures shall be as shown on the plans and as determined in the field by the Engineer and a MassDOT Landscape Architect. Contact at MassDOT Landscape Design Section may be contacted at: Peter.R.Spellmeyer@dot.state.ma.us.

QUALIFICATIONS

The applicators shall submit and meet the qualifications outlined below. A list of Contractors specializing in invasive management and approved by MassDOT Landscape Design Section is available on the following website: <https://www.mass.gov/lists/landscape-design-and-roadside-maintenance> under Invasive Plant Management.

Requirements

1. Company must provide proof of qualifications by providing the following:
 - a. Narrative describing company, its expertise and experience with invasive plant control.
 - b. Demonstrate experience with herbicide treatment as part of restorations and in sensitive areas.
 - c. Describe company's technical qualifications and past performance.
2. Company must meet licensing requirements:
 - a. All crew applicators must have a Massachusetts Commercial Applicator License (CORE).
 - b. At least one or more applicator must have a ROW certification, if required for work.
 - c. Company must provide name(s) of applicator(s) and Applicator License/Certification number for all Contractor crew leaders working on the project.
 - d. Company must provide documentation of any warnings, penalties or fines received in the last three (3) years.
3. Company must provide proof of experience with invasive plant control and include following:
 - a. At least five (5) references from prior invasive plant control work completed in last five (5) years. Provide contact information including address, phone number and email.
 - b. Provide a summary of each of these projects including nature of the problem, specific invasive vegetation treated, dates and period of treatment, methodologies used, and summary of success or not in terms of meeting performance objectives. Include summary of equipment used.
 - c. Photo documentation of these projects.
 - d. GPS coordinates of project locations, if available.
4. Crew leader must have expertise with invasive plant control and provide the following:
 - a. Have held Core license for at least five (5) years.
 - b. Resume listing five (5) or more years of experience applying pesticides with the company or with another company specializing in vegetation management.

ITEM 102.3 (Continued)

SUBMITTALS

No work shall begin without approval of the submittals.

Submittals include the following items:

Invasive Plant Management Strategy (IPMS)

At least thirty (30) days prior to proposed treatment the IPMS shall be submitted for approval by the Engineer and MassDOT Landscape Architect. IPMS shall also be forwarded to the Lincoln Conservation Department Staff, (781-259-2612), for review and acceptance. All chemicals, methods and work done under this item shall be consistent with the IPMS. The IPMS shall be as described under Item 102.33.

Herbicide Use Report

Within two (2) weeks after each application, the Contractor shall provide the Engineer a completed and signed MassDOT Herbicide Use Report.

Photo Documentation

Digital photos with date and time of herbicide application work may be required and shall be submitted upon request.

MATERIALS

All proposed herbicides shall be as approved in the IPMS. Herbicides shall be labeled for the method of treatment and shall meet all federal, state and local regulation requirements. Application rates will depend on herbicide proposed and shall be per the manufacturer's label for specific application.

CONSTRUCTION METHODS

All methods used shall be as approved in the IPMS which shall be determined during the Initial Site Walk as described under Item 102.33 Invasive Plant Management Strategy.

The Contractor shall be responsible for marking delineated areas and plants to be preserved, removed, or otherwise treated. Fencing or other materials needed for marking and delineating protected areas shall meet the requirements of Item 102.522.

The Contractor shall notify the Engineer a minimum of three (3) days prior to date of expected herbicide application. The Contractor shall also notify Lincoln Conservation Department Staff. Applicators shall notify the Engineer upon arriving on-site and upon leaving the site.

ITEM 102.3 (Continued)**Herbicide Applications**

All herbicide application shall conform to Massachusetts Pesticide Laws and Regulations per the Massachusetts Department of Agricultural Resources (MDAR) Pesticide Bureau.

Mixing, applying and/or disposing of herbicides shall always be in accordance with instructions on their labels and all applicable federal, state, and local regulations. Mixing shall not occur within sensitive areas, wetlands, or buffer zones.

Contractor shall not spray 2 hours prior to precipitation, during rain, or during windy conditions. The Contractor shall be responsible for monitoring weather conditions and adjusting the work schedule as appropriate for the herbicide and application method to be used.

Targeted vegetation shall be identified and marked prior to treatment. Plants treated by foliar spray, injection or glove application or other methods that leave standing vegetation, as opposed to cut-stump application, shall remain clearly marked for identification through the contract period.

Desirable vegetation shall be protected from both spray and other physical damage.

Contractor is responsible for any damage to vegetation not designated for removal or treatment. Vegetation damaged shall be restored. Cost of replacement plants and/or restoration shall be borne by the Contractor.

Contractor shall ensure that the public does not enter a work area while herbicide application is underway.

Disposal Of Invasive Plant Material

All material to be cleared shall become the property of the Contractor. The satisfactory disposal of all cleared plant material (seeds, roots, woody vegetation, associated soils, etc.) shall be the Contractor's responsibility.

The Contractor shall take measures to prevent viable plant material from leading to further infestations (seeds, roots, woody material, etc.) while stockpiled, in transit, or at final disposal locations. All precautions shall be taken to avoid contamination of natural landscapes with invasive plants or invasive plant material.

Chipping, shredding, or on-site burning of plant material must be approved by the Engineer and included in the IMPS.

For plant material taken to an incinerating facility per the IPMS, a receipt from that facility shall be submitted to the Engineer as proof of disposal.

ITEM 102.3 (Continued)

Where feasible, it is preferable to dispose of plants on-site or to bury them on-site with on-going monitoring for re-sprouting. Disposal locations and methods must be approved and included in the IPMS. Site work such as grading and seeding to stabilize and restore disposal area shall be incidental to this item.

The Contractor shall be responsible for treating or otherwise managing areas of re-growth due to improper disposal. Treatment shall be at the Contractor's expense.

Follow-Up Treatment

Plants and areas shall be re-treated as necessary and as appropriate to the time of year. Treatment shall be for the duration of the contract and per the IPMS.

MEASURE OF SUCCESS

The expectation is a minimum of 85-95 percent control achieved after the first treatment, depending on plants targeted and extent of population, and based on the expectations laid out in the IPMS. The expectation for the contract duration is 95-100% eradication by the end of the treatment period, unless otherwise specified in the IPMS.

METHOD OF MEASUREMENT

Item 102.3 will be measured for payment by the Hour of verified crew time spent on the project doing herbicide application as and where specified herein and in the IPMS. A crew shall be defined as a minimum of two licensed applicators each equipped with (at minimum) back-pack sprayer and mist blower. The crew shall also have a properly equipped spray truck with hoses and a tank with sufficient capacity for a full day of work.

BASIS OF PAYMENT

Item 102.3 will be paid at the contract unit price per Hour, which price shall include all labor, materials, equipment, tools, and all incidentals required to complete the work.

Payment will be based upon verified time spent on the project doing herbicide application as and where specified in the IPMS and upon receipt and approval of submittals. Payment will not include travel time to and from the Contractor's place of business and nor time for investigative field trips.

If there is only one applicator, hourly payment shall be adjusted to 50 percent of the unit price.

The Invasive Plant Management Strategy will be paid for under Item 102.33.

ITEM 102.33 **INVASIVE PLANT MANAGEMENT STRATEGY** **HOUR**

This item consists of providing an Invasive Plant Management Strategy (IPMS) for the control of invasive plants currently existing on the project site and/or as directed and shall be coordinated with Item 102.3 Herbicide Treatment of Invasive Plants. Unless otherwise approved, the IPMS shall be submitted in the form of the MassDOT Invasive Plant Management Strategy Report Form.

The IPMS shall be submitted for review and approval by the MassDOT Landscape Design Section or their representative, and the IPMS shall be implemented on-site.

The Invasive Plant Management Strategy Report Form is available online at <https://www.mass.gov/lists/landscape-design-and-roadside-maintenance> under Invasive Plant Management.

Herbicide treatment for invasive plants shall be as described under Item 102.3 Herbicide Treatment of Invasive Plants and shall be compensated per that Item.

Work under this item shall be coordinated with work and schedule for Selective Clearing, Clearing and Grubbing, Mowing, Tree Removal, Planting, and Wetland Mitigation as relevant to the project.

Individual attending the site walk and determining the Invasive Plant Management Strategy must demonstrate expertise with vegetation management and invasive plant control and submit qualifications as described below.

QUALIFICATIONS

Individual shall be from the same company as that providing services for Item 102.3 Herbicide Treatment of Invasive Plants and shall submit the following, if not submitted under Item 102.3:

- Submit copy of current Core license.
- Submit a resume listing five (5) or more years of experience managing invasive plants with a company specializing in vegetation management.
- References shall be submitted if requested.

SUBMITTALS**Task Summary & Reports**

For measurement of payment, the contractor shall submit the total sum and a breakdown of hours for the tasks performed. At a minimum, the tasks shall include the Initial Site Walk, submittal of an approved IPMS, and if requested to accommodate project or site changes, a Follow-up Site Inspection and accompanying IPMS Amendment.

Interim Site Monitoring Reports and/or a Final Report shall be submitted if requested by the MassDOT Landscape Design contact. The MassDOT Landscape Design contact must be notified to attend the site inspection walk when an Interim or Final Report has been requested.

ITEM 102.33 (Continued)Invasive Plant Management Strategy (IPMS)

At least thirty (30) days prior to construction activities and/or any proposed treatment, the contractor shall submit the IPMS for approval by the Engineer and MassDOT Landscape Architect. All chemicals and methods proposed shall be consistent with applicable Massachusetts Wetlands Protection Act Order of Conditions.

The IPMS shall be completed in coordination with the Prime Contractor and the Engineer and shall include the following as appropriate and applicable to the project and to the IPMS Report Form questions and Guidance:

- I. Project Information**
 - a. Company writing the IPMS and performing the herbicide application.
 - b. Date of site walk
 - c. Attendees at site walk
 - d. Expected end date of contract and expected last treatment (month/season)
- II. Brief Description of Conditions**
 - a. Provide a free-hand sketch on construction plans or aerial image showing species, location, and as relevant, show or note extent of population as relevant to Strategy (i.e., population extends off ROW preventing eradication, small population and eradication deemed feasible within contract schedule, etc.).
- III. Coordination with Roadway Contractor regarding other work**
 - a. Tree Work: Note coordination to be implemented with tree removal, clearing, and grubbing as applicable to the project.
 - b. Wetland Mitigation - Include management proposed for wetland mitigation areas in the IPMS, if and as required.
 - c. Planting: If there will be planting in areas proposed for treatment, propose treatment and schedule to avoid herbicide damage to plants.
 - d. Mowing: If coordination is required with state mowers, note need in IPMS.
- IV. Soil Management**
 - a. Provide specifics on how soil with invasive plant roots (in particular) or seeds will be handled (i.e., separate stockpiles, plant material will be buried on-site, re-used on-site, disposed off-site and if so, where?).
 - b. Show stockpile locations on plan and include treatment schedule.
 - c. Note measures that will be implemented to avoid spread through equipment, including how and where equipment will be cleaned.
- V. Invasive Plant Treatment & Management**
 - a. Proposed chemical and methods of treatment for each species or area.
 - b. Time of treatment based on target plant species.
 - c. Submit product label including application methods and rates (entire MSDS information need not be submitted if available online).
 - d. Proposed performance metrics or measure of treatment success if different from that specified under Item 102.3.
 - e. Method for disposing invasive plant material. This includes material that may result in spread (i.e., seeds, roots) and material that has been treated and/or is not viable (foliage, dead wood, etc.). Methods may include grinding in place, stockpiling and treating, and incinerating offsite.
 - f. Expected follow-up treatment for duration of contract.

ITEM 102.33 (Continued)**VI. Monitoring Schedule** if requested by MassDOT.

Note: The IPMS is critical for identifying pre-construction conditions as well as strategies for minimizing import or spread of invasive plants. Failure to provide an approved IPMS may jeopardize this item, in which case, the contractor will be responsible for management of invasive plants found on-site at no cost to the contract.

Photo Documentation

Digital photos of site conditions, typical species, and extent of infestation must be provided with the IPMS and with any follow-up monitoring or reporting. Photos of follow-up monitoring and reporting must be date and time stamped for acceptance.

CONSTRUCTION METHODS**Initial Site Walk**

Prior to any construction activities and soil disturbance, the Contractor shall walk the site with the Engineer and the MassDOT Landscape Architect to determine the IPMS. During the site walk the Contractor shall identify limits of work and, as necessary, mark locations of areas designated for treatment and individual plants targeted for treatment or removal. The Contractor shall be responsible for marking delineated areas and plants to be preserved, removed, or otherwise treated. Fencing or other materials needed for marking and delineating protected areas shall be incidental to this item.

IPMS Follow-up Amendment

The IPMS may be amended to address additional concerns or adjust to conditions if required by the MassDOT Landscape Architect. The amended IPMS shall be submitted to the Engineer and MassDOT Landscape Architect for approval at least fourteen (14) days prior to any proposed treatment.

Interim Site Monitoring Inspection Reports

If required by the MassDOT Landscape Architect and Engineer, Interim Site Monitoring and an accompanying report shall be conducted. Interim Reports must include time and date stamped photos showing treated locations and species.

Final Inspection

A final inspection and report documenting the status of the invasive control may be required for regulatory purposes or for instances where control will be continued by others. The report shall include photo documentation of pre-construction (existing) and post-treatment conditions, notations on a plan or aerial image of area treated, summary of treatment performed, and control achieved. Final reports submittal must include time and date stamped photos.

ITEM 102.33 (Continued)

METHOD OF MEASUREMENT

Item 102.33 will be measured for payment by the Hour. The basis for measurement shall be per the completion of tasks as approved under the Task Summary submittal and acceptance of submittals and photos described above.

BASIS OF PAYMENT

Item 102.33 will be paid at the contract unit price per Hour, which price shall include all labor, materials, equipment, tools, and all incidentals required to complete the work. Payment shall not include travel time to and from the Contractor's place of business.

ITEM 102.511 TREE PROTECTION - ARMORING AND PRUNING EACH

The work under this item shall conform to the relevant provisions of Subsection 771 of the Standard Specifications and the following:

Tree protection – armoring and pruning shall be used for instances where construction activity (the use of heavy equipment), comes within proximity to potentially damage tree trunk(s) or limbs.

The work shall include the furnishing and installing of temporary tree trunk protection, minor limb pruning, or removal of lower tree limbs to prevent injury to the tree from construction equipment and activities; as shown on the Drawings; and/or as required by the Engineer.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Material used for trunk armoring or mounting shall be such that installation and removal shall not damage the trunk.

Acceptable trunk armoring materials shall include two by four (2x4) wood cladding, mounted with wire or metal strapping, or when duration of construction activities is less than three months, slotted corrugated plastic pipe, mounted with duct tape. Eight (8) once untreated burlap shall be used to wrap the tree trunk prior to installation of cladding.

Alternative armoring methods or materials may be acceptable if approved by the Engineer.

The height of tree trunk cladding shall be measured from the base of the tree (including root flare) to the bottom of the first branch, or to a height of eight (8) feet, or as may be required by the Engineer.

CONSTRUCTION METHODS

Prior to construction activities, the Engineer, Contractor, and the Arborist (if item is included in the contract), shall review trees noted on the Drawings to be protected. Final decision and selection of trees to be armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be maintained such that it is effective for as long as required or replaced when materials are found to be damaged or ineffective, as determined by the Engineer. Replacement, if required, shall be incidental to the work. Armoring shall be removed immediately upon completion of work activities adjacent to the protected tree(s).

ITEM 102.511 (Continued)

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

DAMAGES OR LOSS

If trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense, secure the services of an Arborist, described in Item 102.55. The Arborist shall be approved by MassDOT.

If, based on the recommendation of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury; soil compaction remediation; pruning; soil injection fertilization; and/or watering; the damage shall be repaired as soon as possible, within the appropriate season for such work and according to industry standards.

If, based on the recommendation of the Arborist, the Engineer determines that damages are irreparable, or that the damages are such that the tree is sufficiently compromised to pose a future safety hazard, the tree shall be removed. Tree removal shall include cleanup of all wood, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil. Such tree removal(s), grinding, debris removal, and topsoil filling, shall be at the Contractor's expense.

Tree removal from improper or inadequate tree protection shall result in the Engineer assessing the Contractor monetary damages consistent with industry standards for assessed value and/or replacement.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.511 will be measured and paid at the contract unit price per EACH tree to be armored and pruned. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract or as required by the Engineer.

Payment for work under this item will be scheduled as follows:

- 40% of the value shall be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% of the value shall be paid at the end of construction operations that would potentially damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment shall be made after the completion of remediation measures.

No separate payment will be made for costs of remedial actions, including Arborist services, tree removal, but all costs in connection therewith shall be included in the Contract unit price bid.

Tree damages assessed, due to lack of or improper tree and plant protective measures being taken, shall be deducted from the contract price of the work.

ITEM 102.513**AIR EXCAVATION AND ROOT PRUNING****FOOT**

The work under this item consists of services of excavating soil with an air pressure tool in order to expose tree roots, and for associated services and materials necessary to complete the work of pruning, backfilling with existing soil, watering, mulching, and fertilizing. This item shall include the furnishing and operating the air excavating tool.

Associated Item: All references to Arborist herein shall refer to the Arborist under Item 102.55 Arborist. Arborist shall meet the requirements as specified under that Item and shall be compensated under that Item.

Trees to be air spaded shall be those as determined necessary by the Engineer per the recommendations of the Arborist.

REFERENCES

The standards from American National Standards Institute (ANSI): A300 (Part 8)-2013 Root Management with special attention to Section 84 shall apply to this work. If requested, the Contractor shall provide to the Engineer one copy of this reference. Provision of reference shall be incidental to this item.

CONSTRUCTION METHODS

Air excavation and pruning work shall be performed by or overseen by the Arborist.

Air excavation of soil and root pruning shall occur any time prior to equipment work within the root zone of marked trees.

Air excavation shall be done along the limit of proposed excavation. Trench shall be of sufficient width to observe and cut roots and shall be to the depth of proposed excavation. Immediately following air excavation, roots shall be pruned.

Following pruning, roots shall immediately be fully covered with backfill and immediately watered. Roots shall continue to be watered and fertilized as directed by the Arborist.

METHOD OF MEASUREMENT

Item 102.513 will be measured for payment by the Foot where air spading, pruning, watering, and fertilizing are performed.

BASIS OF PAYMENT

Item 102.513 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

Arborist services shall be per Item 102.55 Arborist and compensated under that Item.

ITEM 102.522 TREE AND PLANT PROTECTION FENCE - CHAIN LINK FOOT

The work under this Item shall conform to the relevant provisions of Subsections 644 and 771 of the Standard Specifications and the following:

Work under this item shall consist of furnishing, installing, and maintaining vertical and stable chain link fence for tree and plant protection; removing and resetting fence(s) as may be required; and final removal of protection fence(s) at the completion of construction activities, or as otherwise required by the Engineer.

The purpose of the fencing is to signify a construction work-free zone and physical barrier, thereby preventing damage to tree roots, tree trunks, soil, and all other vegetation within this delineated Tree and Plant Protection Zone (TPPZ), as shown on the Drawings, as required by the Engineer, and as described herein.

Chain link fencing for tree and plant protection shall remain in place for the duration of the construction activities, unless otherwise required by the Engineer.

MATERIALS

Chain link fence for tree and plant protection shall be six (6) foot tall metal chain link, set in metal frame panels on movable core drilled concrete blocks of sufficient size to hold the fence erect. Panels shall be such that they create a barrier to encompass the entire TPPZ or root zone area, to the extent possible.

Unless otherwise indicated, the following types of chain link fence are acceptable:

- New materials or previously used salvaged chain link fencing in good condition, subject to inspection and approval by the Engineer.
- Posts: Galvanized steel pipe of diameter to provide rigidity.
- Fabric: Woven galvanized steel wire mesh. Provide in continuous lengths to be wire tied to fence posts or prefabricated into modular pipe-framed fence panels.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1, Pruning and Part 5, Construction Management Standard. Provision of reference shall be incidental to this item.

ESTABLISHMENT OF THE TPPZ

Fencing shall be used for construction areas, staging areas, and stockpile areas as shown on the plans, or as required by the Engineer, to establish the TPPZ.

Fencing shall be located as close to the work zone limit and as far from tree trunk(s) and plants as possible to maximize the area to be protected. Fence shall run parallel and adjacent to construction activity to create a barrier between the work zone and the root zone or designated limit of plants and soils to be protected.

ITEM 102.522 (Continued)

When construction activities surround (or have the potential to surround) trees or plants to be protected, a circular enclosure shall be used. In these instances, the TPPZ limit shall be the Drip Line of each tree or as close as possible to the drip line, and as shown on the plans and details. The drip Line is defined as the limit of tree canopy.

The Contractor shall not engage in any construction activity within the TPPZ without the approval of the Engineer, including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets. Accessing or traversing the TPPZ shall not be permitted.

METHOD OF WORK

TPPZ fencing shall be installed prior to any construction work or staging activities. Fence(s) shall be repositioned where and as necessary for optimum tree and plant protection. Repositioning shall be incidental to this item. TPPZ fencing shall not be moved without prior approval by the Engineer.

The TPPZ shall be protected at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves, and roots of all plants; and contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemicals substance.

After construction activities are completed, or when required by the Engineer, fencing panels, posts, and anchoring materials, shall be removed and disposed off-site by the Contractor.

REQUIRED WORK WITHIN THE TPPZ

In the event that grading, trenching, utility work, or storage is unavoidable within the TPPZ, the Engineer shall be notified. Measures may be required for tree protection and preservations, including air spading, the use of six-inch depth of wood chips or approved matting for root protection, pruning of branches, and/or trunk protection. These protection measures will be paid under applicable items.

Landscaping work specified within the TPPZ shall be accomplished by hand tools. In the event that handwork is not feasible, work shall be conducted with the smallest mechanized equipment necessary to do the work, with permission of the Engineer.

TREE AND PLANT DAMAGES OR LOSS

If the TPPZ is encroached by construction activity without approval, at the discretion of the Engineer the Contractor may be required to provide a more durable barrier (e.g., Jersey Barriers) to secure the area. Costs of furnishing and installing additional or more durable barrier(s) shall be borne by the Contractor.

In such cases of encroachment, soils shall be considered compacted and tree root damage will be assumed. Action shall be taken as specified below.

ITEM 102.522 (Continued)

In the event that trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense, secure the services of an Arborist, described under Item 102.55. The Arborist shall be approved by MassDOT.

In the event of spills, compaction or damage, the Contractor shall take corrective action immediately using methods approved by the Engineer, in coordination with the Arborist.

If, based on the recommendations of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering; the damage shall be repaired as soon as possible, within the appropriate season for such work, and according to industry standards.

If the recommendation determine that damages are irreparable, or that the damages are such that the tree is sufficiently compromised to pose a future safety hazard, the tree shall be removed. Tree removal shall include cleanup of all wood, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil. Such removal(s) and related activities shall be at the Contractor's expense.

Tree removal from improper or inadequate protection of the TPPZ shall result in the Engineer assessing the Contractor monetary damages in the amount based upon industry standards per diameter inch at breast height (DBH) per tree.

Shrubs removals from improper or inadequate protection of the TPPZ shall be replaced with plants of similar species and equal size or the largest size plants reasonably available. The Engineer shall approve the size, quality, and quantity of the replacement plant(s). Each replacement shall include a minimum of one year of watering and establishment care, specified under Section 771.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.522 will be measured and paid for payment by the FOOT, which price shall include all labor, materials, equipment, resetting, final removal/disposal of the protective fence(s), damage repair, and all incidental costs required to complete the work.

Payment for work under this item will be scheduled as follows:

- Forty (40) percent of the value payment will be made upon installation of TPPZ fencing.
- Sixty (60) percent of the value payment will be made when TPPZ fencing materials have been removed and disposed off-site.

No separate payment will be made for costs of remedial actions, including addition of more durable barriers, Arborist services, tree or plant removal, shrub replacement and establishment, but all costs in connection therewith shall be included in the Contract unit price bid.

Tree damages assessed, due to lack of or improper tree and plant protective measures being taken, shall be deducted from the contract price of the work.

ITEM 102.531**TREE CARE - PRUNING****EACH**

The work under this item shall conform to the relevant provisions of Subsections 771 and shall be for when specialized or significant limb pruning is required. Pruning shall be to prevent injury to the tree from construction equipment and activities, pruning of dead limbs, and/or pruning for health and balance of the tree to mitigate impacts of construction activities on the root zone.

Trees to be pruned shall be those listed below.

Large Oak, currently designated for tree protection near MBTA RR ROW, and as designated by the Engineer.

QUALIFICATIONS

Individuals performing the work must have at a minimum, an ISA Certified Tree Worker or demonstrate equivalent training and experience. Certification shall be submitted to the Engineer for approval prior to work.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance: Part 1-Pruning and Part 5-Construction Management Standard. Provision of reference shall be incidental to this item.

CONSTRUCTION METHODS

Prior to construction activities, the Engineer, the Contractor, and the Arborist shall review trees noted on the plans and listed herein to be pruned. Final decision as to trees pruned shall be per the Engineer. Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

METHOD OF MEASUREMENT

Item 102.531 will be measured for payment by the Each tree pruned.

BASIS OF PAYMENT

Item 102.531 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

ITEM 102.533

TREE CARE - WATERING

GALLON

The work under this item shall conform to the relevant provisions of Subsection 440 and 771 of the Standard Specifications and the following:

The purpose of this item is to provide watering for tree care during and after root pruning as directed by the Arborist. Watering shall occur during daytime hours only.

MATERIAL

Water shall be water from an approved source.

SUBMITTALS

Schedule for watering shall be determined in consultation with the arborist. Expected schedule shall be submitted to the Engineer. Source of the water shall be approved by the Engineer and included in the submittal.

Contractor shall submit metered record of water used or other measure approved by the Engineer. Record must show date of watering and quantity used.

CONSTRUCTION METHODS

At least one day prior to watering on site, the contractor shall notify the Engineer.

Watering equipment shall be approved by the Engineer prior to watering under this item. Equipment shall be such that there is no water leaking from the tank, hoses, or any other parts. Water shall be pumped and have a minimum flow of 95 PSI. Gravity fed watering shall not be accepted under this item.

If water runs off root zone area due to slope, too high a flow rate, slow infiltration, or any other reason, water will not be approved for payment.

Watering method shall not damage plants or seeded areas or cause erosion. All damages shall be repair at the Contractor's expense.

METHOD OF MEASUREMENT

Item 102.533 will be measured for payment by the Gallon of water used for watering trees.

BASIS OF PAYMENT

Item 102.533 will be paid for at the Contract unit price per Gallon, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

ITEM 102.55**ARBORIST****HOUR**

The work under this Item is for the services of a Certified Arborist. Arborist shall be an International Society of Arboriculture (ISA) Certified Arborist or a Massachusetts Certified Arborist. The Arborist shall have at least 10 years of experience in tree care, including tree protection during construction, and shall demonstrate a familiarity with the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1 Pruning, Part 5 Construction Management Standards, and Part 9 Tree Risk Assessment.

The Arborist's general responsibilities include protecting high priority trees within and adjacent to the project limits, staging areas, and access routes; recommending removal of diseased, damaged or otherwise unhealthy trees that pose a potential safety hazard; evaluating effects of construction on future health of trees close to proposed work; and recommending and/or overseeing tree work and care.

The Arborist for this item shall not be from the same company as the company responsible for selective clearing or tree removal work.

For projects with multiple phases, projects where construction activities (work or stockpiling) shifts, or when otherwise directed by the Engineer, the Arborist shall re-evaluate conditions and provide follow-up recommendations.

SUBMITTALS

- Contractor shall submit to the Engineer for approval by MassDOT Landscape Design the qualifications and experience of the Arborist. Submittal shall include copy of current certification and a resume summarizing specific construction experience (including relevant MassDOT projects) for a minimum of five projects.
- Arborist's Report documenting recommendations shall be submitted to the Engineer and an electronic copy forwarded to MassDOT Landscape Design Section. Report shall include the following:

SCOPE OF WORK

The Arborist shall be responsible for the following tasks:

- Participate in Initial Site Walk, outlined under Item 101.23, provide on-site review of activities to be undertaken, methodologies related to tree care, removals and protection.
- Evaluation and Report if Required During Construction Phase
 - review and modify, if necessary, tree protection measures shown on the drawings;
 - review and mark limits of protective fencing for trees to be retained;
 - review and recommend protection measures for high priority trees;
 - submit a corresponding report including photo documentation;
- Special Care if Requested or Required by Engineer and/or MassDOT Landscape Architect
 - oversee tree pruning for health and aesthetics
 - recommend fertilization and amendments

ITEM 102.55 (Continued)

CONSTRUCTION METHODS

If required by incursion into the Tree Plant Protection Zone, at the request of the Engineer or MassDOT Landscape Architect, the Arborist shall review trees, limits of construction activities, and other concerns.

Trees designated to remain that are damaged or removed by construction activities shall be noted and photographed for inclusion in inspection reports submitted to the Engineer.

METHOD OF MEASUREMENT

Item 102.55 will be measured for payment by the Hour of time spent onsite.

BASIS OF PAYMENT

Item 102.55 will be paid for at the Contract unit price per Hour, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

Item will be paid upon submittal and acceptance of reports described above.

ITEM 114.1**DEMOLITION OF SUPERSTRUCTURE
OF BRIDGE NO. L-12-002 (2N2)****LUMP SUM**

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

The work shall consist of furnishing all labor, materials, equipment and tools necessary to perform the removal and satisfactory disposal of the existing bridge superstructure as shown on the Contract Drawings or as required by the Engineer. Included in this work are all required MBTA communications, notifications, and submittals/approvals in relation to performing the demolition activities.

The superstructure is defined as all bridge elements above the bridge seats including, but not limited to, bearings, steel beams, steel diaphragms, reinforced concrete deck, asphalt wearing surface, concrete sidewalk, granite curbing, railings, endposts, utilities (gas & water lines) and any other miscellaneous material incidental to the superstructure demolition. These superstructure elements shall be removed and disposed of in stages as shown in the Contract Drawings.

The existing National Grid gas lines located on the east side of the bridge are to remain in place and operational during all construction activities until they are temporarily relocated to the proposed temporary bridge. The Contractor shall coordinate with National Grid and provide a schedule of construction operations within 30 days of the Notice to Proceed.

The Contractor shall verify all existing conditions and construction features of the bridge superstructure to be demolished, as necessary, for the proper planning and completion of the work. The Contractor's bid shall be based on their own findings without any additional compensation for variances from the Plans or these Special Provisions regarding actual conditions for the items to be removed.

The Contractor is solely responsible for maintaining the stability of the existing structure at all times during the demolition and construction operations. Contractor shall ensure that the existing abutments and piers to remain in place shall remain stable during construction activities, and that any heavy construction loads (cranes, large excavators, other equipment) within the near vicinity of the existing substructures do not damage or otherwise compromise the stability of the existing substructures for reuse.

SUBMITTALS

The Contractor shall prepare and submit a plan indicating the proposed demolition procedures including dust control, and methods to be used including equipment, tools, devices, schedule of operations, protective shielding, methods of utility protection and disposal location to the Engineer for approval. The demolition procedures and any necessary calculations and drawings shall be stamped by a Professional Structural Engineer registered in the Commonwealth of Massachusetts, certifying that all existing structural members are suitably braced and supported throughout construction operations and the demolition process. Work shall not commence until the Engineer has given written approval of the method of demolition.

ITEM 114.1 (Continued)

The proposed method of demolition submitted by the Contractor shall also include the crane capacity, location, radii of movement, etc. to the Engineer for approval for all stages of construction. The submittal will specify that the requirements for equipment and all procedures utilized will be in conformance with the intent of Subsection 960.61.B: Erection, of the Standard Specifications. The submittal shall include drawings and calculations of all loads and selection of crane and lifting hardware and shall be stamped by a Professional Engineer of the appropriate discipline registered in the Commonwealth of Massachusetts.

CONSTRUCTION METHODS

During the prosecution of this work, the Engineer may reject the use of any method or equipment that causes undue vibration or possible damage to the remaining structure or any part thereof. The noise and dust created by demolition operations must be reduced to the maximum extent possible. Blasting will not be allowed without written permission from MassDOT. The Contractor shall note that it is very unlikely that permission for blasting will be granted.

The Contractor shall take all precautions necessary so as not to damage those portions of the structure that are to remain. Any portions of the existing structure that are to remain which become damaged as a result of the Contractor's operations, as determined by the Engineer, shall be repaired as required by the Engineer at no additional cost to The Department.

No demolition work shall be started until any and all utility companies involved have been notified (not less than seven (7) days prior to the start of demolition) and the Contractor has received approval from the Engineer as to the equipment, procedures and schedule of operation to be used during the demolition and reconstruction periods. The Contractor shall carry on his work concurrently and in conjunction with the utility companies involved at the project site, so as to provide for all possible cooperation toward the satisfactory completion of the work with a minimum of delay and inconvenience. The Contractor is responsible for protecting any existing utility lines during his operations. If any utilities are damaged due to the Contractor's operations, the Contractor shall make repairs at his/her own expense. If contractor damages private utilities, then the contractor will need to contact that utility for repairs.

The Contractor shall make adequate provisions for the protection of traffic, private property and pedestrians from damage and injury during all phases of the demolition process.

Debris from demolition must be carefully contained within the work zones and prevented from falling/infiltrating onto the railroad below. The Contractor shall erect a temporary protective shielding system to protect railroad, vehicular traffic, pedestrians and utilities from demolition and construction debris. Shielding shall be in place prior to commencing any demolition work. Any material that accidentally falls outside shielding limits shall be immediately removed by the Contractor. Removal of debris generated by demolition and construction will be performed at the Contractor's own expense. Contractor shall control dust resulting from demolition operations.

ITEM 114.1 (Continued)

BASIS OF PAYMENT

Item 114.1 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, submittals, and all incidental costs required to complete the work.

Miscellaneous removals and disposals that are not specifically listed for payment under another Item shall be deemed included under this Item.

The Contractor shall make his own investigation of the structure to be demolished including the materials that are part of, or may be stored in the structure. No increase will be made to the bid price due to the nature of the materials involved in the demolition. All costs for permits, dump fees, taxes, special handling of hazardous materials, et cetera, shall be included in the bid price of the demolition Item.

Payments will be made as follows:

Payment of 50% of the Lump Sum bid price of these Items will be made upon completion of the Stage 1 demolition work.

Payment of 50% of the Lump Sum bid price for these Items will be made upon completion of the Stage 2 demolition work.

Temporary protective shielding will be paid under Item 994.01.

ITEM 127.
ITEM 127.1

CONCRETE EXCAVATION
REINFORCED CONCRETE EXCAVATION

CUBIC YARD
CUBIC YARD

The work under these items shall conform to the relevant provisions of Subsections 120 and 140 of the Standard Specifications and the following:

The work under Item 127. consist of the removal and offsite disposal of portions of the existing unreinforced abutment stems, to the limits designated in the Contract Drawings, and any unreinforced concrete not specifically shown on the drawings or as required by the Engineer.

The work under Item 127.1 consist of the removal and offsite disposal of reinforced concrete from the existing abutment backwalls, abutment wingwalls and approach slabs, as shown in the Contract Drawings, and any reinforced concrete not specifically shown on the drawings or as directed by the Engineer.

CONSTRUCTION METHODS

The Contractor shall obtain approval from the Engineer for his methods of accomplishing the work under this Item before commencing work.

The limits of the concrete excavation shall be sawcut as indicated on the plans or as required by the Engineer.

Concrete shall be removed carefully so as to avoid damage to the portions of the existing bridge structure to remain as well as avoid injury to persons.

Temporary Protective Shielding shall be used during concrete excavation to prevent demolition and construction debris from falling onto the railroad below. Shielding shall be in place prior to commencing any concrete excavation. Any debris generated from concrete excavation activities shall be removed from the site immediately and portions of the site affected by the operation shall be restored to their original undisturbed condition or better. Removal of debris generated by concrete excavation activities shall be performed at the Contractor's own expense. Requirements for temporary shielding required to prevent debris from falling onto the railroad below during concrete excavation are covered under Item 994.01.

EQUIPMENT

The contractor may use any type of concrete removal equipment down to 12 inches above cut line elevations shown on the plans. This line shall be suitably marked and approved by the Engineer. Removal of the concrete below this 12 inch limit shall be done by pneumatic hammer, weighing not in excess of 25 LB and approved by the Engineer. The Contractor shall take all measures necessary to protect the final cut surface from damage. The Engineer may reject the use of any method or equipment that may cause any damage to the existing substructure which is to remain.

ITEMS 127. and 127.1 (Continued)

REMOVAL OF CONCRETE

All concrete designated for removal under this Item shall be removed as designated in the Contract Drawings and where ordered by the Engineer. The limits of each area shall be delineated by the Contractor and suitably marked and subsequently approved by the Engineer. The edges of the final surfaces where concrete is to be removed under this Item shall be saw cut to a depth of 1 inch with an approved power saw capable of making straight cuts.

All materials removed shall become the property of the Contractor and shall be removed from the site and properly disposed of.

The cost of repairing existing concrete damaged by the Contractor's operations shall be at his own expense. All repairs shall be accepted by the Engineer.

SURFACE PREPARATION

After concrete removals and edge conditioning are complete, the Contractor shall remove bond inhibiting materials from the final surface (such as dirt, dust, debris, grease, loosely bonded aggregate) by abrasion blasting or high-pressure water blasting with water that does not contain detergents or any bond inhibiting chemicals. Check the concrete surfaces after cleaning to ensure that the surface is free from additional loose aggregate or that additional delaminations are not present.

Upon completion of the excavation the Contractor shall inspect the final surface for any cracks or other damage resulting from demolition operations. The width of cracks shall be determined by the Engineer. Any cracks found greater than 1/16" shall be repaired by the Contractor without additional compensation.

Crack sealing shall be accomplished by use of a Methacrylate Crack Sealer material. Methacrylate crack sealer shall consist of a high molecular weight low viscosity methacrylate monomer that when catalyzed will produce a crack-healer/penetrating-sealer that is a rapid-curing, modified-methacrylate resin. The methacrylate shall have the following physical properties:

<u>Property Value</u>		<u>Test</u>
Viscosity	< 25 cps	ASTM D2393
Bond Strength	>1500 psi	ASTM C882
Tensile Elongation	> 3%	ASTM D638

Crack sealing materials shall be applied by skilled applicators under a supervisor with proven successful experience in applications with similar scope of work. Crack sealing materials shall be applied when the concrete and the ambient air temperatures are above 40oF. If a heated enclosure is used to accomplish this, the heating units shall be properly vented to the outside of the enclosure to prevent products of combustion from exhausting with the enclosure. Before containers of sealing materials are opened, the labels shall be checked and the label information shall be documented.

ITEMS 127. and 127.1 (Continued)

If multi-component systems are used, mixing shall be completed prior to application. Manufacturer's instructions shall be followed. An initial crack sealing demonstration application shall be satisfactorily made in the presence of the Engineer before the application is continued. Before sealing, the concrete must be clean, sound, and free of contaminants and surface moisture. Any oils, greases, or other impregnations shall be removed by abrasive blast cleaning. Once any concrete surface contaminants are removed, the concrete shall be swept clean and blown off using oil free compressed air immediately prior to applying the sealer.

METHOD OF MEASUREMENT

Item 127. and Item 127.1 will be measured for payment by the Cubic Yard of actual concrete excavated and disposed.

BASIS OF PAYMENT

Item 127. and Item 127.1 will be paid for at the respective Contract unit price per Cubic Yard, which price shall include all labor, materials, equipment, sawcutting, crack repairs, disposal debris, and all incidental costs required to complete the work.

<u>ITEM 127.42</u>	<u>REINFORCED CONCRETE DECK EXCAVATION AND REPAIR (FULL DEPTH)</u>	<u>CUBIC YARD</u>
<u>ITEM 127.43</u>	<u>REINFORCED CONCRETE DECK EXCAVATION AND REPAIR (PARTIAL DEPTH)</u>	<u>SQUARE YARD</u>

The Work under these Items shall conform to the relevant provisions of Subsections 120 and 482 of the Standard Specifications and the following:

The work includes removing and temporary repair of existing deteriorated reinforced concrete decks that are hazardous to traffic, as determined by the Engineer, in areas that are to remain in service during phased construction. Furnish, install and subsequently remove steel traffic plates over deficient areas until repairs can be performed.

Temporary deck underside shielding/forms shall be installed under the structurally deficient area to the limits directed by the Engineer. The temporary deck underside shielding may be removed or remain in place after the concrete deck repair is completed as required by the Engineer.

Make a $\frac{3}{4}$ in sawcut along the repair patch boundaries before concrete removal. Remove all loose, deteriorated, or unsound concrete as directed by the Engineer.

Partial depth repairs shall remove sufficient concrete to provide a minimum of 1" clearance around existing bars. to provide sufficient clearance for placement of repair concrete.

Full depth repairs shall expose the existing reinforcing in the repair area.

Ensure that the exposed concrete and reinforcing steel surfaces are free of deleterious materials prior to application of the bonding agent.

MATERIALS

Steel traffic plates shall be of the proper size and thickness to span and support traffic loads over the structurally deficient area.

Use bonding agent that is an all-purpose, high-strength, moisture-insensitive, rigid bonding agent that is listed on the MassDOT Approved Materials List.

Concrete shall be a rapid setting material and shall be selected from the MassDOT approved materials list. Adhere to manufactures recommendations for cure time.

METHOD OF MEASUREMENT

Items 127.42 and 127.43 will be measured for payment by the Cubic Yard of reinforced concrete removed, disposed, and repaired.

BASIS OF PAYMENT

Items 127.42 and 127.43 will be paid for at the respective Contract unit prices per Cubic Yard, which price shall include all labor, materials, equipment, reinforced concrete removed and disposed of, concrete repaired, sawcutting, and all incidental costs required to complete the work.

ITEM 180.01 ENVIRONMENTAL HEALTH AND SAFETY PROGRAM LUMP SUM

The work shall consist of ensuring the health and safety of the Contractor's employees and subcontracting personnel, the Engineer, their representatives, the environment, and public welfare from any on-site chemical contamination present in air, soil, water and sediment.

The Contractor shall prepare and implement a site-specific Environmental Health and Safety Plan (EHASP) which has been approved and stamped by a Certified Industrial Hygienist (CIH) and includes the preparer's name and work experience. The EHASP shall include appropriate components required by OSHA Standard 29 CFR 1910.120(b) and the Massachusetts Contingency plan (MCP) 310 CMR 40.0018 and must comply with all applicable state and federal laws, regulations, standards and guidelines, and provide a degree of protection and training appropriate for implementation on the project. The EHASP shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The EHASP shall be developed and implemented independently from the standard construction HASP required to work on all MassDOT construction projects.

Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions, including but not limited to standards established by OSHA and National Institute for Occupational Safety and Health (NIOSH). Equipment used for the purpose of health and safety shall be approved by and meet pertinent standards and specifications of the appropriate regulatory agencies.

A copy of the most up-to-date version of the EHASP shall be maintained on-site at all times by the Contractor. The on-site copy shall contain the signature of the Engineer and each on-site employee of the MassDOT, Contractor, and Subcontractors involved with on-site activities. The employee's signature on the EHASP shall be deemed prima facie evidence that the employee has read and understands the plan. Updated copies of signature sheets shall be submitted to the Engineer.

The EHASP shall specify a Contractor Site Safety and Health Officer responsible for implementation of the EHASP and to oversee all construction activities, including handling, storage, sampling and transport, which require contact with or exposure to potentially hazardous materials.

The level of protection, required to ensure the health and safety of on-site personnel will be stipulated in the EHASP. The Site Safety and Health Officer shall implement the EHASP based on changing site and weather conditions, type of operation or activity, chemical compounds identified on-site, concentration of the chemicals, air monitoring data, physical state of the hazardous materials, potential duration of exposure to hazardous materials, dexterity required to perform work, decontamination procedures, necessary personnel and type of equipment to be utilized.

ITEM 180.01 (Continued)

During implementation of the EHASP, a daily log shall be kept by the Site Safety and Health Officer and a copy shall be provided weekly to the Engineer. This log shall be used to record a description of the weather conditions, levels of personal protection being employed, screening data and any other information relevant to on-site environmental safety conditions. The Site Safety and Health Officer shall sign and date the daily log.

Method of Measurement and Basis of Payment

Preparation and implementation of the Environmental Health and Safety Program, including the monitoring, protection and storage of all contaminated materials, as well as subsequent modifications to the EHASP, will be measured and paid for at the Lump Sum Bid Price.

Payment of 50% of the Environmental Health and Safety Program contract price will be made upon the initial acceptance of the EHASP by the Engineer. Payment of the remaining 50% of the Environmental Health and Safety Program contract price will be made upon completion of the work. The bid price shall include preparation and implementation of the EHASP as well as the cost for its enforcement by the Site Safety and Health Officer along with any necessary revisions and updates. The work of implementing the Environmental Health and Safety Program includes work involving, but not limited to, the monitoring, protection, and storage of all contaminated materials.

ITEM 180.02

PERSONAL PROTECTION LEVEL C UPGRADE

HOUR

The work shall consist of providing appropriate personal protective equipment (PPE) for all personnel in an area either containing or suspected of containing a hazardous environment.

Contingencies for upgrading the level of protection for on-site workers will be identified in the EHASP and the Contractor shall have the capability to implement the personal protection upgrade in a timely manner. The protective equipment and its use shall be in compliance with the EHASP and all appropriate regulations and/or standards for employee working conditions.

Personal Protection Level C Upgrade will be measured and paid only upon upgrade to Level C and will be at the contract unit price, per hour, per worker, required in Level C personal protection. No payment will be made to the Contractor to provide Level D PPE.

ITEM 180.03**LICENSED SITE PROFESSIONAL SERVICES****HOUR**

Within limited areas of the project site, media (i.e. soils, sediments, surface water and/or groundwater) requiring evaluation and/or management under the Massachusetts Contingency Plan (MCP) may be encountered. A Licensed Site Professional (LSP) shall be required to provide the services necessary to comply with the requirements of the MCP. These services may include a site walk, field screening, sampling, analysis and characterization of potentially contaminated media, preparation and implementation of Immediate Response Action (IRA) Plans, Utility-Related Abatement Measure (URAM) and Release Abatement Measure (RAM) Plans, Imminent Hazard Evaluations, status reports, transmittal forms, release notification forms, risk assessments, completion statements, and related documents required pursuant to the MCP. LSP services shall also be necessary to temporarily move material generated on the project to an off-site storage location.

The name and qualifications of the LSP and all environmental technicians to be assigned to the project shall be submitted to the Engineer for approval at least four weeks prior to initial site activities. The LSP shall have a current, valid license issued by the Massachusetts Board of Registration of Hazardous Waste Site Cleanup Professionals. The LSP shall have significant experience in the oversight of MCP activities at active construction sites. Qualification packages for the LSP and each technician shall include a resume, all recent work assignments with responsibilities identified (previous 5 years), and applicable training and certifications. A list of all Notices of Noncompliance, Notice of Audit Findings and Enforcement Orders issued by the Massachusetts Department of Environmental Protection (DEP) shall be submitted for all work assignments listed for the LSP and environmental technicians. Upon approval of the LSP Qualifications, the LSP will be designated as the LSP of Record unless MassDOT designates in writing otherwise. The LSP of Record will serve as the primary point of contact for all hazardous material matters on the project.

The LSP shall evaluate soil and/or sediment with discoloration, odor, elevated field screening results, presence of petroleum liquid or sheen on the groundwater surface, or any abnormal gas or materials in the ground which are known or suspected to be oil or hazardous materials. Excavated soil and sediment which is suspected of petroleum contamination shall be field screened using the jar headspace procedures according to established DEP Guidance. All field screening equipment must be pre-approved by the Engineer. The LSP shall ensure proper on-site calibration of all field screening instrumentation.

The Engineer shall be contacted immediately when observations or any field screening results verify contamination requiring further analysis, and/or enhanced management of suspect media. Any enhanced management of contaminated soil to ensure proper stockpiling and storage is incidental to the LSP Services item. The LSP shall evaluate the need for confirmatory sampling prior to backfill in areas where contaminated material has been excavated and disposed off-site for compliance with applicable regulatory requirements. The Engineer shall approve the locations of the testing sites prior to the sampling.

ITEM 180.03 (Continued)

Contaminated media shall be handled in accordance with all applicable state and federal statutes, regulations, and policies. The LSP shall adequately evaluate contaminated media for compliance with the requirements of the MCP and Department Policies.

The Contractor and the LSP shall be aware of the reporting requirements for releases of oil and/or other hazardous material (OHM) as set forth in federal and state laws and regulations and both shall be held responsible for performing the work in accordance with all applicable Federal and State laws and regulations. The LSP shall maintain written records in a clear and concise tabular format which tracks the excavation, stockpiling, analysis and reuse/disposal of all known/suspect contaminated media. These records shall be up-to-date and submitted to the Engineer on a bi-weekly basis. The LSP shall review and summarize the laboratory data from any analyses performed on contaminated media in a tabular format and compare the results to applicable reporting thresholds. A report shall be delivered to the Engineer outlining the material sampling methods, laboratory analysis results, evaluation of applicable regulatory exemptions, reporting obligations, and proposed course of action. The laboratory report together with Chain of Custody forms for all analytical results shall be submitted to the Engineer within 14 days after completion of such analyses.

The LSP and Contractor shall be held responsible for the submission of all MCP-related documents to the Engineer at least 14 days in advance of any timeframe specified in the MCP and for the timely submission of data and tracking information as noted within this Item. All documents prepared under this Item must be reviewed and signed by the approved LSP. The Contractor and LSP shall be responsible for all fines, damages, and enforcement requirements imposed by applicable regulatory agencies for failure to meet regulatory and contract timeframes. No compensation will be provided for such fines, damages, and enforcement actions.

The Contractor and the LSP shall be aware of the reporting requirements for releases of oil and/or other hazardous material (OHM) as set forth in federal and state laws and regulations and shall both be held responsible for performing the work in accordance with all applicable Federal and State laws and regulations.

If the Contractor causes a release of OHM, the Contractor shall be responsible for assessing and remediating the release in accordance with all pertinent State and Federal regulations, including securing the services of a LSP, at his own expense.

The LSP shall coordinate all activities involving both MassDOT and the DEP through the Engineer. Any notification of release shall be approved by the Engineer before submittal to the DEP, except if an imminent hazard condition exists as defined in 309 CMR 4.03(4)(b).

ITEM 180.03 (Continued)**LABORATORY TESTING IN SUPPORT OF LSP SERVICES**

Laboratory testing provides for analytical testing in support of LSP services related to maintaining MCP compliance, such as delineating the extent and type of contamination present. Sampling and testing for disposal purposes are not included and are incidental to Items 181.11-181.14.

In order to maintain compliance with the MCP and Department Policies or other regulatory requirements, the LSP shall request approval from the Engineer to obtain samples from various locations and depths within the project area and to perform laboratory analyses on those samples. No sampling shall be conducted without prior approval from the Engineer. The samples shall be delivered to a DEP-certified laboratory using proper chain-of-custody documentation for analyses which, depending upon site conditions and suspected and/or identified contaminants of concern, may include, but are not limited to, metals, polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, polycyclic aromatic hydrocarbons (PAHs), extractable petroleum hydrocarbons (EPHs) and volatile petroleum hydrocarbons (VPHs). Subsequent testing, depending upon initial results, may be required for Toxicity Characteristic Leaching Procedure (TCLP) analyses (EPA Method 1311) for metals.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

LSP Services for work under this item will be measured per person, per hour of service provided by LSP, Environmental Technicians and other approved personnel. Travel time shall not be included in the billable hours.

The quantity and type of laboratory tests must be approved by the Engineer beforehand. The Contractor will be reimbursed upon satisfactory written evidence of payment. The Contractor may be required to obtain cost estimates from three DEP certified laboratories for the Engineer to choose the service provider.

LSP Services will be paid at the Contractor bid price for each hour, or fraction thereof, spent to perform the work as described above. The bid price shall be a blended rate that includes the cost of the LSP, environmental technicians and other personnel, the performance of all work tasks and field screening, including required equipment, materials and instrumentation, and production of all documentation described above. All requests for payment must be accompanied by the following information: the names of the personnel associated with the work charged under LSP Services, dates and hours worked, work conducted, including, where appropriate, locations as identified on the construction plans, and a copy of the field diary for the dates submitted.

Laboratory testing will be reimbursed upon receipt of paid invoices for testing approved by the Engineer.

This item is for LSP work for compliance with the MCP and Department Policies. LSP hours and any laboratory testing related to off-site disposal of excess soil and sediment is incidental to Items 181.11-181.14 (including, but not limited to, disposal characterization, disposal package preparation, landfill acceptance, shipment paperwork preparation, field screening, and tracking).

<u>ITEM 181.11</u>	<u>DISPOSAL OF UNREGULATED SOIL</u>	<u>TON</u>
<u>ITEM 181.12</u>	<u>DISPOSAL OF REGULATED SOIL - IN-STATE FACILITY</u>	<u>TON</u>
<u>ITEM 181.13</u>	<u>DISPOSAL OF REGULATED SOIL - OUT-OF-STATE FACILITY</u>	<u>TON</u>
<u>ITEM 181.14</u>	<u>DISPOSAL OF HAZARDOUS WASTE</u>	<u>TON</u>

The work under these Items shall include the transportation and disposal of contaminated material excavated, or excavated and stockpiled. It shall also include the cost of any additional laboratory analyses required by a particular disposal facility beyond the standard disposal test set.

Excavation of existing subsurface materials may include the excavation of contaminated soils. The Contractor shall be responsible for the proper coordination of characterization, transport and disposal, recycling or reuse of contaminated soils. Disposal, recycling or reuse will be referred to as “disposal” for the purposes of this specification. However, regardless of the use of the term herein, there will be no compensation under these items for reuse within the project limits. The Contractor will be responsible for coordinating the activities necessary for characterization, transport and disposal of contaminated soils. Such coordination will include the Engineer and his/her designee overseeing management of contaminated materials. Contaminated soils must be disposed of in a manner appropriate for the soil classification as described below and in accordance with the applicable laws of local, state and federal authorities. The Contractor shall be responsible for identifying disposal facility (ies) licensed to accept the class of contaminated soils to be managed and assure that the facility can accept the anticipated volume of soil contemplated by the project. The Contractor shall be responsible for hiring a Licensed Site Professional (LSP) and all ancillary professional services including laboratories as needed for this work. The Contractor will be responsible for obtaining all permits, approvals, manifests, waste profiles, Bills of Lading, etc. subject to the approval of the Engineer prior to the removal of the contaminated soil from the site. The Contractor and LSP shall prepare and submit to the Engineer for approval all documents required under the Massachusetts Contingency Plan (MCP) and related laws and environmental regulations to conduct characterization, transport, and disposal of contaminated materials.

CLASSES OF CONTAMINATED SOILS

The Contractor and its LSP shall determine if soil excavated or soil to be excavated is unregulated soil or contaminated soil as defined in this section. Such materials shall be given a designation for purposes of reuse or disposal based on the criteria of the MCP. Soils and sediments which are not suitable for reuse will be given a designation for purposes of off-site disposal based on the characterization data and disposal facility license requirements. The Classes of Contaminated Soils are defined as follows:

ITEMS 181.11 through 181.14 (Continued)

UNREGULATED SOIL consists of soil, fill and dredged material with measured levels of oil and hazardous material (OHM) contamination at concentrations below the applicable Reportable Concentrations (RCs) presented in the MCP. Unregulated soil consists of material which may be reused (or otherwise disposed) as fill within the Commonwealth of Massachusetts subject to the non-degradation criteria of the MCP (310 CMR 40.0032(3), in a restricted manner, such that they are sent to a location with equal or higher concentrations of similar contaminants. Disposal areas include licensed disposal facilities, approved industrial settings in areas which will be capped or covered with pavement or loamed and seeded, and for purposes of this project should be reused as fill within the project site construction corridor whenever possible. The material cannot be placed in residential and/or environmentally sensitive (e.g. wetlands) areas. Under no circumstances shall contaminated soils be placed in an uncontaminated or less contaminated area (including the area above the groundwater table if this area shows no sign of contamination).

The Contractor shall submit to MassDOT the proposed disposal location for unregulated soils for approval. If such a disposal location is not a licensed disposal facility, the Contractor shall submit to the Engineer analytical data to characterize the disposal area sufficiently to verify that the unregulated material generated within the MassDOT construction project limits is equal to or less than the contaminant levels at the disposal site and meets the non-degradation requirements of the MCP. In addition, the Contractor shall provide written confirmation from the owner of the proposed disposal location that they have been provided with the analytical data for both the materials to be disposed as well as the disposal site characterization and that s/he agrees to accept this material. A Material Shipping Record or Bill of Lading, as appropriate, shall be used to track the off-site disposal of unregulated soil and a copy, signed by the disposal facility or property owner, shall be provided to the Engineer in order to document legal disposal of the unregulated material.

The cost of on-site disposal of unregulated soil within the project area will be considered incidental to the item of work to which it pertains.

ITEMS 181.11 through 181.14 (Continued)

REGULATED SOIL consists of materials containing measurable levels of OHM that are equal to or exceed the applicable Reportable Concentrations for the site as defined by the MCP, 310 CMR 40.0000. Regulated soil which meets the MCP reuse criteria of the applicable soil/groundwater category for this project area may be reused on site provided that it meets the appropriate geotechnical criteria established by the Engineer. Regulated Soil may be reused (as daily or intermediate cover or pre-cap contouring material) or disposed (as buried waste) at lined landfills within the Commonwealth of Massachusetts or at an unlined landfill that is approved by the Massachusetts Department of Environmental Protection (DEP) for accepting such material, in accordance with DEP Policy #COMM-97-001, or at a similar out-of-state facility. It should be noted that soils which exceed the levels and criteria for disposal at in-state landfills, as outlined in COMM-97-001, may be shipped to an in-state landfill, but require approval from the DEP Division of Solid Waste Management and receiving facility. An additional management alternative for this material is recycling into asphalt. Regulated Soils may also be recycled at a DEP approved recycling facility possessing a Class A recycling permit subject to acceptance by the facility and compliance with DEP Policy #BWSC-94-400. Regulated Soil removed from the site for disposal or treatment must be removed via an LSP approved Bill of Lading, Manifest or applicable material tracking form. This type of facility shall be approved/permitted by the State in which it operates to accept the class of contaminated soil in accordance with all applicable local, state and federal regulations.

HAZARDOUS WASTE consists of materials which must be disposed of at a facility permitted and operated in full compliance with Federal Regulation 40 CFR 260-265, Massachusetts Regulation 310 CMR 30.000, Toxic Substances Control Act (TSCA) regulations, or the equivalent regulations of other states, and all other applicable local, state, and federal regulations. All excavated materials classified as hazardous waste shall be disposed of at an out-of-state permitted facility. This facility shall be a RCRA hazardous waste or TSCA facility, or RCRA hazardous waste incinerator. This type of facility shall be approved/permitted by the State in which it operates to accept hazardous waste in accordance with all applicable local, state and federal regulations and shall be permitted to accept all contamination which may be present in the soil excavate. The Contractor shall ensure that, when needed, the facility can accept TSCA waste materials i.e. polychlorinated biphenyls (PCBs). Hazardous waste must be removed from the site for disposal or treatment via an LSP approved Manifest.

MONITORING/SAMPLING/TESTING REQUIREMENTS

The Contractor shall be responsible for monitoring, sampling and testing during and following excavation of contaminated soils to determine the specific class of contaminated material. Monitoring, sampling and testing frequency and techniques should be performed in accordance with Item 180.03 – LSP Services. Additional sampling and analysis may be necessary to meet the requirements of the disposal facility license. The cost of such additional sampling and analysis shall be included in the bid cost for the applicable disposal items. The Contractor shall obtain sufficient information to demonstrate that the contaminated soil meets the disposal criteria set by the receiving facility that will accept the material.

ITEMS 181.11 through 181.14 (Continued)

No excavated material will be permanently placed on-site or removed for off-site disposal until the results of chemical analyses have been received and the materials have been properly classified. The Contractor shall submit to the Engineer results of field and laboratory chemical analyses tests within seven days after their completion, accompanied by the classification of the material determined by the Contractor, and the intended disposition of the material. The Contractor shall submit to the Engineer for review all plans and documents relevant to LSP services, including but not limited to, all documents that must be submitted to the DEP.

WASTE TRACKING:

Copies of the fully executed Weight Slips/Bills of Lading/ Manifests/Material Shipping Records or other material tracking form received by the Contractor from each disposal facility and for each load disposed of at that facility, shall be submitted to Engineer and the Contractor's LSP within three days of receipt by the Contractor. The Contractor is responsible for preparing and submitting such documents for review and signature by the LSP or other appropriate person with signatory authority, three days in advance of transporting soil off-site. The Contractor shall furnish a form attached to each manifest or other material tracking form for all material removed off-site, certifying that the material was delivered to the site approved for the class of material. If the proposed disposition of the material is for reuse within the project construction corridor, the Contractor shall cooperate with MassDOT to obtain a suitable representative sample(s) of the material to establish its structural characteristics in order to meet the applicable structural requirements as fill for the project.

All material transported off-site shall be loaded by the Contractor into properly licensed and permitted vehicles and transported directly to the selected disposal or recycling facility and be accompanied by the applicable shipping paper. At a minimum, truck bodies must be structurally sound with sealed tail gates, and trucks shall be lined and loads covered with a liner, which shall be placed to form a continuous waterproof tarpaulin to protect the load from wind and rain.

DECONTAMINATION OF EQUIPMENT

Tools and equipment which are to be taken from and reused off site shall be decontaminated in accordance with applicable local, state and federal regulations. This requirement shall include, but not be limited to, all tools, heavy machinery and excavating and hauling equipment used during excavation, stockpiling and handling of contaminated material. Decontamination of equipment is considered incidental to the applicable excavation item.

ITEMS 181.11 through 181.14 (Continued)**REGULATORY REQUIREMENTS**

The Contractor shall be responsible for adhering to regulations, specifications and recognized standard practices related to contaminated material handling during excavation and disposal activities. MassDOT shall not be responsible at any time for the Contractor's violation of pertinent State or Federal regulations or endangerment of laborers and others. The Contractor shall comply with all rules, regulations, laws, permits and ordinances of all authorities having jurisdiction including, but not limited to, Massachusetts DEP, the U.S. Environmental Protection Agency (EPA), Federal Department of Transportation (DOT), Massachusetts Water Resources Authority (MWRA), the Commonwealth of Massachusetts and other applicable local, state and federal agencies governing the disposal of contaminated soils.

All labor, materials, equipment and services necessary to make the work comply with such regulations shall be provided by the Contractor without additional cost to MassDOT. Whenever there is a conflict or overlap within the regulations, the most stringent provisions shall apply. The Contractor shall reimburse MassDOT for all costs it incurs, including damages and/or fines, as a result of the Contractor's failure to adhere to the regulations, specifications, recognized standard practices, etc., that relate to contaminated material handling, transportation and disposal.

SUBMITTALS**I. Summary of Sampling Results, Classification of Material and Proposed Disposal Option.**

The following information, presented in tabular format, must be submitted to the Engineer for review and approval prior to any reuse on-site or disposal off-site. This requirement is on-going throughout the project duration. At least two weeks prior to the start of any excavation activity, the Contractor shall submit a tracking template to be used to present the information as stipulated below. Excavation will not begin until the format is acceptable to MassDOT.

Characterization Reports will be submitted for all soil, sediment, debris and groundwater characterized through the sampling and analysis program. Each report will include a site plan which identifies the sampling locations represented in the Report. The Construction Plan sheets may be used as a baseplan to record this information.

The Sampling Results will be presented in tabular format. Each sample will be identified by appropriate identification matching the sample identification shown on the Chain of Custody Record. The sample must also be identified by location (e.g. grid number or stockpile number). For each sample, the following information must be listed: the classification (unregulated, regulated, etc.), proposed disposal option for the stockpile or unit of material represented, and, all analytical results.

ITEMS 181.11 through 181.14 (Continued)

Each Characterization Report will include the laboratory analytical report and Chain of Custody Record for the samples included in the Report.

II. Stockpiling, Transport, and Disposal.

At least two weeks prior to the start of any excavation activity, the Contractor shall submit, in writing, the following for review and shall not begin excavation activity until the entire submittal is acceptable to MassDOT.

Excavation and Stockpiling Protocol:

Provide a written description of the management protocols for performing excavation and stockpiling and/or direct loading for transport, referencing the locations and methods of excavating and stockpiling excavated material.

Disposal and Recycling Facilities:

1. Provide the name, address, applicable licenses and approved waste profile for disposal and/or recycling location(s) where contaminated soil will be disposed. Present information substantiating the suitability of proposed sites to receive classifications of materials intended to be disposed there, including the ability of the facility to accept anticipated volumes of material.
2. Provide a summary of the history of compliance actions for each disposal/recycling facility proposed to be used by the Contractor. The compliance history shall include a comprehensive list of any state or federal citations, notices of non-compliance, consent decrees or violations relative to the management of waste (including remediation waste) at the facility. Material should not be sent to facilities which are actively considered by the DEP, USEPA or other responsible agency to be in violation of federal, state or local hazardous waste or hazardous material regulations. MassDOT reserves the right to reject any facility on the basis of poor compliance history.

Transportation:

The name, address, applicable license and insurance certificates of the licensed hauler(s) and equipment and handling methods to be used in excavation, segregation, transport, disposal or recycling.

III. Material Tracking and Analytical Documentation for Reuse/Disposal.

The following documents are required for all excavation, reuse and disposal operations and shall be in the format described. At least two weeks prior to the start of any excavation or demolition activity, the Contractor shall submit the tracking templates required to present the information as stipulated below. Excavation or demolition will not begin until the format is acceptable to MassDOT.

ITEMS 181.11 through 181.14 (Continued)

All soils, sediments and demolition debris must be tracked from the point of excavation to stockpiling to onsite treatment/processing operations to off-site disposal or onsite reuse as applicable.

Demolition Debris:

Demolition debris must be tracked if the debris is stockpiled at a location other than the point of origin or if treatment or material processing is conducted. Identification of locations will be based on the station-offset of the location. The tracking table will identify date and point of generation, any field screening such as PID or dust monitoring, visual observations/comments, quantity, and stockpile ID/processing operation location. For each unit of material tracked, the table will also track reuse of the material on-site, providing reuse date, location of reuse as defined by start and end station, width of reuse location by offset, the fill elevation range, quantity, and finish grade for said location. For demolition debris which is not reused on site, the table will also track disposal of the material as defined by disposal date, quantity and disposal facility. The table must provide a reference to any analytical data generated for the material.

Soil/Sediment:

Soil excavation will be identified based on the station-offset of the excavation location limits. The tracking table will identify date and point of generation, any field screening such as PID or dust monitoring, visual observations, quantity, and stockpile number/location. For each unit of material tracked, the table will also track reuse of the material on-site and disposal of the material off-site using the same categories identified for demolition debris above.

Method Of Measurement And Basis Of Payment

Disposal of contaminated soil shall be measured for payment by the Ton of actual and verified weight of contaminated materials removed and disposed of. The quantities will be determined only by weight slips issued by and signed by the disposal facility. The most cost-effective, legal disposal method shall be used. The work of the LSP for disposal under all of these items shall be incidental to the work with no additional compensation.

ITEM 181.11 Measurement for Disposal of Unregulated Soil shall be under the Contract Unit Price by the weight, in tons, of contaminated materials removed from the site and transported to and disposed of at an approved location or licensed facility, and includes any and all costs for approvals, permits, fees and taxes, additional testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 181.12 Measurement for Disposal of Regulated Soil – In-State Facility shall be under the Contract Unit Price by the weight in tons of contaminated materials removed from the site and transported to and disposed of at an approved in-state facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEMS 181.11 through 181.14 (Continued)

ITEM 181.13 Measurement for Disposal of Regulated Soil - Out-of-State Facility shall be under the Contract Unit Price by the weight in tons of contaminated materials removed from the site and transported to and disposed of at an approved out-of-state facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 181.14 Measurement for Disposal of Hazardous Waste shall be under the Contract Unit Price by the weight in tons of hazardous waste removed from the site and transported to and disposed of at the licensed hazardous waste facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 182.1**INSPECTION AND TESTING FOR ASBESTOS****LUMP SUM**

The work shall include the inspecting and testing of all materials suspected of containing asbestos. When any demolition is required to enable the inspection and testing of the suspected material it will be considered incidental to this Item and the Contractor must perform all asbestos handling and testing in accordance with the regulations stated below.

Dust suppression in the form of light water sprays, foams, dust suppressants and calcium chloride will be implemented as required to control dusting during any disturbance of asbestos suspected material. Alternatively, intrusive activities may be reduced or curtailed under high wind or heavy rain conditions, which in the opinion of the Health and Safety Plan (HASP) may pose a safety hazard to the workers.

The Contractor shall employ the services of a Massachusetts licensed "Asbestos Inspector" to inspect the material to determine whether or not "ITEM 182.2 REMOVAL OF ASBESTOS" is required. Should the asbestos inspector determine laboratory testing is required, a state certified laboratory shall be used to perform all necessary tests.

REGULATIONS

U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA) including but not limited to:

- 29 CFR 1910 Section 1001 and 29 CFR 1926 Section 58 Occupational exposure to Asbestos, Tremolite, Anthophyllite and Actinolite, Final Rule
- 29 CFR 1910 Section 134 Respiration Protection
- 29 CFR 1926 Construction Industry
- 29 CFR 1910 Section 2 Access to Employee Exposure and Medical Records
- 29 CFR 1910 Section 1200 Hazard Communication
- 29 CFR 1910 Section 145 Specifications for Accident Prevention Signs and Tags

U.S. Environmental Protection Agency, (EPA) including but not limited to:

- 40 CFR 762, CPTS 62044, FRL 2843-9, Federal Register Vol. 50 no.134, July 12, 1985 p.28530 - 28540 Asbestos Abatement Projects Rule
- 40 CFR 61 Subpart A Regulation for Asbestos
- 40 CFR 61 Subpart M (Revised Subpart B) National Emission Standard for Asbestos

ITEM 182.1 (Continued)

U.S. Department of Transportation 49 CFR 172 and 173

Massachusetts Department of Labor Standards Regulations, (DLS) including but not limited to:

454 CMR 28.00 Removal, Containment and Encapsulation of Asbestos

Massachusetts Department of Environmental Protection (DEP) including but not limited to (supplementing subsection 7.01):

310 CMR 7.00, Section 7.09 Odor and Dust, Section 7.10 Noise, Section 7.15 Air Pollution Control Regulations

310 CMR 18.00 and 19.00 Solid Waste Regulations

Massachusetts Division of Industrial Safety 45 CMR 10.00

Local Requirements including but not limited to those of Health Departments, Fire Departments and Inspection Services Departments

Wherever there is a conflict or overlap of the above references, the most stringent provision shall apply.

BASIS OF PAYMENT

Item 182.1 will be paid for at the Contract unit price per Lump Sum, which price shall include all labor, materials, tools, equipment, and all incidental costs required to complete the work as described and as required by the Engineer.

No separate payment will be made for the protection of general public, private property, the proper inspecting and testing of the material, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 182.2**REMOVAL OF ASBESTOS****FOOT**

The work shall include the removal and satisfactory disposal of existing asbestos. The Contractor's attention is directed to the fact that existing asbestos shall be inspected and tested prior to removal, to determine if special removal and disposal is required. The Contractor shall follow all the rules and regulations stated in "ITEM 182.1 INSPECTION AND TESTING FOR ASBESTOS". If asbestos is present, the Contractor shall follow all the rules and regulations stated in the section "REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS", under this item. The Contractor should notify and coordinate his/her efforts with the proper utility accordingly.

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

This section specifies the requirements for the handling and removal of asbestos containing material. The Contractor must perform all asbestos handling and removal work in accordance with these specifications and the following additional requirements.

U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA) including but not limited to:

- 29 CFR 1910 Section 1001 and 29 CFR 1926 Section 58 Occupational exposure to Asbestos, Tremolite, Anthophyllite and Actinolite, Final Rule
- 29 CFR 1910 Section 134 Respiration Protection
- 29 CFR 1926 Construction Industry
- 29 CFR 1910 Section 2 Access to Employee Exposure and Medical Records
- 29 CFR 1910 Section 1200 Hazard Communication
- 29 CFR 1910 Section 145 Specifications for Accident Prevention Signs and Tags

U.S. Environmental Protection Agency, (EPA) including but not limited to:

- 40 CFR 762, CPTS 62044, FRL 2843-9, Federal Register Vol. 50 no.134, July 12, 1985 p.28530 - 28540 Asbestos Abatement Projects Rule
- 40 CFR 61 Subpart A Regulation for Asbestos
- 40 CFR 61 Subpart M (Revised Subpart B) National Emission Standard for Asbestos

U.S. Department of Transportation 49 CFR 172 and 173

Massachusetts Department of Labor Standards, (DLS) including but not limited to:

- 454 CMR 28.00 Removal, Containment and Encapsulation of Asbestos

Massachusetts Department of Environmental Protection (DEP) including but not limited to (supplementing subsection 7.01):

- 310 CMR 7.00, Section 7.09 Odor and Dust, Section 7.10 Noise, Section 7.15 Air Pollution Control Regulations
- 310 CMR 18.00 and 19.00 Solid Waste Regulations

ITEM 182.2 (Continued)

Massachusetts Division of Industrial Safety 45 CMR 10.00

Local Requirements including but not limited to those of Health Departments, Fire Departments and Inspection Services Departments

Wherever there is a conflict or overlap of the above references, the most stringent provision shall apply.

All asbestos material shall be removed and properly disposed of by a contractor or subcontractor with a current Massachusetts Abatement Contractors License issued by the Department of Labor Standards. Work shall be supervised by a competent person as required by OSHA in 29 CFR 1926 to ensure regulatory compliance. This person must have completed a course at an EPA Training Center or equivalent course in asbestos abatement procedures, have had a minimum of four years on-the-job training and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person. This person must also be certified by the Commonwealth as an Asbestos Supervisor and Asbestos Project Designer as required by 454 CMR 28.00.

Asbestos removal work shall be coordinated with all other work under the contract and shall be completed prior to performing any activities which could disturb the asbestos material or produce airborne asbestos fibers.

Dust suppression in the form of light water sprays, foams, dust suppressants and calcium chloride will be implemented as required to control dusting during trenching and excavation. Alternatively, intrusive activities may be reduced or curtailed under high wind or heavy rain conditions, which in the opinion of the Health and Safety Plan (HASP) may pose a safety hazard to the workers.

NOTIFICATION AND PERMITS

The Contractor shall prepare a formal pre-notification form at least ten (10) days prior to the start of asbestos removal work. This form must be submitted to the appropriate Regional Office of the Massachusetts Department of Environmental Protection and to the U.S. Environmental Protection Agency Region I Air and Hazardous Material Division. A copy of the submitted forms must be provided to the Engineer and kept at the work site.

Prior to starting any work, the Contractor shall also obtain any required asbestos removal permit(s) from the city/town. A copy of the permit(s) must be provided to the Engineer and posted at the work site.

The Contractor shall also obtain and pay all other applicable asbestos waste transportation and disposal permits, licenses and fees.

ITEM 182.2 (Continued)

STANDARD OPERATING PROCEDURES

The standard operating procedure shall ensure the following:

1. Proper site security including posting of warning signs and restricting access to prevent unauthorized entry into the work spaces.
2. Proper protective clothing and respiratory protection prior to entering the work spaces.
3. Safe work practices including provisions for communications; exclusion of eating, drinking, smoking, or use of procedures or equipment that would in any way reduce the effectiveness of respiratory protection or other engineering controls.
4. Proper exit practices from the work space though the showering and decontamination facilities.
5. Removing asbestos containing material in ways that minimize release of fibers.
6. Packing, labeling, loading, transporting and disposing of contaminated material in a way that minimizes or prevents exposure and contamination.
7. Emergency evacuation of personnel, for medical or safety (fire and smoke) so that exposure will be minimized.
8. Safety from accidents in the work space, especially from electrical shocks, slippery surfaces and entanglements in loose hoses and equipment.
9. Provisions for effective supervision and OSHA - specified personnel air monitoring for exposure during work.

REQUIRED SUBMITTALS

The Contractor shall submit to the Engineer the following listed items at least ten (10) calendar days prior to the start of asbestos work. No asbestos removal work activities shall commence until these items are reviewed by the Engineer, unless otherwise waived. Submittals shall be clearly labeled and in sufficient detail to enable the Engineer to form an opinion as to its conformity to the specifications.

1. Name, experience and DLS certification of proposed Supervisors and Foreman responsible for asbestos work.
2. Summary of workforce by disciplines and a notarized statement documenting that all proposed workers, by name, have received all required medical exams and have been properly trained and certified for asbestos removal work, respirator use and appropriate Massachusetts DLS, EPA and OSHA standards.

ITEM 182.2 (Continued)

3. Notarized statement that workers are physically fit and able to wear and use the type of respiratory protection proposed for the project. Notarized certification signed by an officer of the abatement contracting firm that exposure measurements, medical surveillance and worker training records are being kept in conformance with 29 CFR 1926.
4. Written plan of action and standard operating procedures (HASP) to include: location and layout of decontamination areas; sequencing of asbestos work; detailed schedule of work activities by date and interface with other project activities which affect work performance; methods used to assure safety and security; worker protection and exposure monitoring; contingency and emergency evacuation procedures; detailed description of methods to be employed to control pollution; waste handling procedures.
5. Written respiratory protection program specifying level of protection intended for each operation required by the project and details of daily inspection and maintenance elements.
6. Copies of the U.S. EPA, State and local asbestos removal pre-notification forms. If applicable, lists and copies of all permits, licenses, or manifests which will be applied for and used.
7. Name, location and applicable approval certificates for primary and secondary landfill for disposal of asbestos-containing or asbestos contaminated waste. Name, address and licenses number(s) of hauler permitted to transport waste. (Submit copies of completed manifests upon disposal).

The Contractor must provide copies of daily inspection and record logs upon request of the Engineer, at any time during project. This information will include but is not limited to work area entry data, respirator inspections and maintenance, HEPA-exhaust inspections and maintenance and other work applicable activities or reports of accidents or unusual events.

METHOD OF MEASUREMENT

ITEM 182.2 will be measured for payment by the FOOT for the complete removal and disposal of the asbestos containing material.

BASIS OF PAYMENT

Item 182.2 will be paid for at the Contract unit price per FOOT, which price shall include all labor, materials, tools, equipment, and all incidental costs required to complete the work specified above and as required by the Engineer.

No separate payment will be made for the protection of general public, private property, the proper inspecting and testing of the material, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 184.1

DISPOSAL OF TREATED WOOD PRODUCTS

TON

(Rev 08/09/2016)

Work under this item shall include the transportation and disposal of all treated existing wood product as directed by the Engineer.

The timber components of the existing structure are suspected to be treated with creosote, pentachlorophenol and/or CCA. This item shall include all costs for sampling, laboratory testing, loading, transportation and disposal of the treated wood. The Contractor is required to submit disposal manifests to the Engineer prior to the completion of the project. All aspects of this Item are to be completed in accordance with state and federal regulations.

Compensation

Measurement and payment will be by the weight, in tons, of treated timber transported and accepted at a licensed facility. The work shall be considered full compensation for all labor, tools, equipment, materials, testing, loading, transportation, approvals, and permits necessary for the completion of the work.

ITEM 309.1**INSTALLATION OF WATER LINE
AND APPURTENANCES****LUMP SUM**

The work under this Item shall conform to the relevant provisions of Subsection 301 of the Standard Specifications and the following:

The work under this item consist of the installation of the Ductile Iron Water Pipe on the new Bridge No. L-12-002 (Concord Road over MBTA) and approaches, including all appurtenances, as indicated on the plans or as required by the Engineer.

The water line installation shall conform to the Town of Lincoln Water Department Rules and Regulations <https://www.lincolntown.org/1188/Rules-Regulations>

This work shall include but is not limited to furnishing and installing all pipe fittings and appurtenances, adjustable roller supports with hold down straps, pipe insulation with protective jacket for the above ground bridge crossing, trench excavation, bedding and backfill, pressure testing, disinfection, connection to existing facilities, temporary connections where necessary to maintain service and final installation. The work shall also include the installation of a new valves, valve box, service box, fittings, corporation stop, copper WHIP, gate box, concrete thrust blocks, crushed stone, plug & cap, taping sleeve, blow off, air-relief valves and its connection to the new Ductile Iron Water Pine, MBTA Access License and Casing Pipe, removal of the existing water line on the approaches, and all other incidentals required to finish the work as indicated on the Plans.

All water line related work herein described and/or shown on the Plans but not specifically mentioned in these Special Provisions shall be performed by the Contractor in accordance with the requirements of Town of Lincoln Water Department and the best recognized practices for water line installation. The Town of Lincoln Water Department will hereinafter be referred to as the Owner.

All lines shown on the plans and cross sections are approximate. Deviations from the proposed alignment may be allowed depending on the actual location in the field of other utilities, obstructions and existing services.

The Owner, through its authorized agents, reserves the right to make inspections of the work during its manufacture or process. Water service must be maintained to all existing customers throughout construction.

Water connections and shutdowns shall be performed only under the direction of Town of Lincoln Water Department. Town of Lincoln Water Department must be notified a minimum of three working days in advance for the shutdown. The Town of Lincoln Water Department does not guarantee the completeness of a shutdown.

The Contractor will act for the Town of Lincoln in submitting drawings to MBTA for license purposes, and work shall also include assisting the Town of Lincoln in obtaining an MBTA Utility License before the new water tie into the new line. The Contractor will pay for the Access License, and the Town will pay for the Utility License.

ITEM 309.1 (Continued)**MATERIALS**

8" Ductile Iron Water Pipes with 14" steel casing shall conform to ANSI/AWWA C151/A21.51. All pipes shall have a bituminous seal coating on all interior and exterior surfaces.

Fittings: Fittings for use with the Ductile Iron Water Pipe shall conform to ANSI/AWWA C110/A21.10 and/or C153/A21.53. with a working pressure rating of not less than 350 psi.

All joints on bends, gates and castings shall be mechanical joints.

Cement mortar lining: Cement mortar lining and seal coat shall be provided on all pipe and fittings conforming to AWWA C104/A21.4.

Valve: The valve shall conform to AWWA C509 with 250 psi Working Pressure, 250 & 400 psi Seat Test and 500 psi Hydrostatic Shell Test and must open right or approved equal.

Tapping Sleeve: The tapping sleeve shall conform to ANSI/AWWA C110/A21.10 with 200 psi Working Pressure or approved equal.

Corporation Stop: The corporation stop shall conform to AWWA C800 with 300 psi Working Pressure.

Insulation: Piping Insulation (Exposed Service): Insulation material for the pre-insulated bridge piping system shall be a 2-inch thick rigid urethane foam with a density of 2.2 to 3 lbs. per cubic foot in accordance with ASTM D1622 (or Approved Equal). The specified pipe insulation shall be protected with a galvanized steel jacket (exterior conduit) as specified below. Joint insulation kits shall be furnished for field insulation and jacketing of the pipeline at joint locations.

Outer Pipe Protective Jacket (Exterior Conduit -Exposed Service): The outer jacket or exterior conduit for the specified ductile-iron carrier pipe shall be an 18-gauge galvanized steel 4-ply lock seam jacket. The joint enclosure system for the exterior outer jacket shall be a pre-rolled metal sheet of the same galvanized material and gauge of the outer jacket. Outer jacket pipe enclosures shall provide suitable overlap and be adequately secured for the proposed jointing and pipe support assembly. The outer jacket joint enclosure and foam insulation kits shall be fabricated to allow for field access of the required pipe support assembly as indicated on the plan details.

Outer Pipe Protective Jacket (Buried Service): The outer jacket for the pre-insulated pipeline system shall extend beyond the bridge and vertically transition to a depth and terminal point location beyond the bridge backwall as indicated on the plans and details. The terminal ends of the pre-insulated piping system shall be furnished with end seals to prevent underground water intrusion. An approved bituminous type coating shall be applied to the exterior surface of the exterior pipeline jackets that are installed underground.

ITEM 309.1 (Continued)

Pipe roll supports and pipe saddles: Pipe roll stand and pipe covering protection saddles shall be hot-dip galvanized and must conform to the requirements of the Town of Lincoln Water Department.

Storage of material: Pipe and related materials shall be stored in locations and in a manner approved by the Engineer. The locations and manner of storage shall be as to minimize handling of the materials. The Contractor shall at all times be solely responsible for the safe storage of all materials.

Quality assurance: Manufacturer's Recommendations: The Contractor shall submit for approval six (6) copies of the manufacturer's printed recommendations for the storage, protection, handling, and installation of the Ductile Iron Water Pipe and fittings, and appurtenances as the shop drawings to the Owner and/or Engineer for review and approval.

Certificate of Compliance: Each shipment of pipe, pipe fittings and appurtenances shall be accompanied by the manufacturer's notarized certificate certifying conformance with all requirements of the specifications.

CONSTRUCTION METHODS

Manufacturer's representative: The Contractor shall furnish at no additional expense to the State or Owner the services of the pipe manufacturer's representatives for instruction of the Contractor personnel who will be installing the pipe. The instruction shall include proper handling, installation and jointing, and other construction areas, and shall be for such lengths of time required to fully familiarize the Contractor's personnel with the proper techniques.

Pipe Installation: All pipe and accessories shall be carefully inspected by the Contractor for defects before installation, and all defects, unsound, or damaged materials shall be rejected. The Owner will make such additional inspections as he deems necessary, and the Contractor shall furnish all necessary assistance for such an inspection. Pipe, accessories, and appurtenances shall be new and unused and shall be of the types and materials specified as indicated or as directed. The interior of the pipe and fittings shall be thoroughly clean of foreign matter before being installed and shall be kept clean during all operations. Each pipe shall be laid to the line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior and exterior of the pipes and couplings shall be cleaned of all dirt and superfluous materials of every description. When required to keep the interior of pipe clean, a suitable drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed.

At times when work is not in progress, open ends of pipe and fittings shall be securely closed so that no water, earth, or other substance will enter the pipe or fitting.

All materials found to be defective during the progress of the work will be rejected by the Owner, and the Contractor shall promptly remove such defective material from the site of the work and replace with new material at no additional expense to the State or Owner.

ITEM 309.1 (Continued)

The Contractor shall be responsible for the safe storage and proper handling of all materials. All pipes shall be maintained accurately to the required line and grade. No pipe shall be covered until the joints have been inspected.

Joining: Each restrained joint shall be fully extended so as to engage its restraint. This may be accomplished by extending the joint fully during assembly and/or by hydrostatically testing the horizontal portion of the crossing separately (using restrained closures) before making connections to offset bends or riser pipes.

Testing of pipeline: Tests for leakage shall be conducted on all portions of the completed pipeline work. All air shall be released and the pipeline completely filled with water and the internal pressure shall be built up to 150 psi and so maintained for the full period of the tests. All leaks in the joints of pipelines shall be stopped, and cracked or defective pipes, pipe fittings, or accessories shall be removed and replaced by the Contractor at no additional expense to the State or Owner. Pressure test at 150 psi shall last for at least 1 hour. Test shall begin after all identifiable or visible leaks have been corrected and last a minimum of two (2) hours. The Contractor shall make repairs and/or replacement work on any section which fails the test and reperform all testing, as may be required, at no additional expense to the State or Owner, until the required conditions are met.

Disinfection of pipeline: All pipework shall be disinfected. Proposed methods, materials and procedures for performing the disinfection shall be provided as part of the work of this section of the Specifications. Pipelines shall be flushed before disinfection. Liquid chlorine shall be introduced into the line (injected by insertion pump). Disinfection shall be provided in accordance with the requirements prescribed by the AWWA Standard C651-2014 latest revision, and as approved by the Engineer and Town of Lincoln Water Department. The amount of chlorine applied shall be such as to produce a dosage of not less than 100 parts per million. The chlorinating material shall be introduced into the water lines and distribution systems in a manner approved by the Engineer and Town of Lincoln Water Department. All valves in the lines being disinfected shall be opened and closed several times during the contact period. Samples of water will then be taken by the Town of Lincoln Water Department no sooner than 24 hours after chlorinating the system, dechlorinating and flushing prior to sampling by the Town of Lincoln Water Department inspector. The laboratory analysis will be made to the Engineer and Town of Lincoln Water Department to determine effectiveness of treatment. A second set of samples will need to be collected after the first set was collected. If the samples tested fail to meet laboratory standards as determined by the Engineer and Town of Lincoln Water Department, the pipelines shall be repeatedly treated by the Contractor at no additional charge to the State or Owner, until the desired results are obtained.

Test reports and certificates of compliance: In addition to other requirements specified herein, the Contractor shall furnish to the Owner lab results and methods of testing by an approved independent testing laboratory to show compliance of all materials furnished under this section of the Specifications with all the requirements herein.

ITEM 309.1 (Continued)

Each shipment of pipe and fittings shall be accompanied by the manufacturer's notarized certificate of conformance certifying that the pipe, pipe fittings, and all other materials to be furnished under these items meet all requirements of the Specifications. All testing of materials furnished under this section of the Specifications shall be provided by the Contractor at no additional cost to the State or Owner.

Marking for ductile iron pipe: Marking of all pipes shall conform to the requirements of ANSI/AWWA C151/A21.51 latest revision and marking of all fittings shall conform to the requirements of ANSI/AWWA C153/A21.53 or ANSI/AWWA C110/A21.10 latest revision.

BASIS OF PAYMENT

Item 309.1 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, submission of an access license to MBTA for the installation, manufacturer representative, and all incidental costs required to complete the work.

Payment of 50% of the Lump Sum bid price of this item will be made upon the installation and operational of the new water line (Phase-1).

List of major items and quantities below:

- | | |
|-----------------------------------------------------|--------|
| • DUCTILE IRON FITTINGS FOR WATER PIPE | 810 LB |
| • 8 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT) | 110 FT |
| • 8 X 8 INCH TAPPING SLEEVE, VALVE AND BOX | 2 EA |
| • 8 INCH GATE AND GATE BOX | 4 EA |
| • 8 INCH COUPLING | 2 EA |
| • 3000 PSI, 1.5 INCH, 470 CMEN T CONCRETE | 5 CY |

The remaining 50% of the Lump Sum bid price of this item will be paid after the installation and operational of the new water line (Phase-2).

List of major items and quantities below:

- | | |
|-----------------------------------------------------|--------|
| • DUCTILE IRON FITTINGS FOR WATER PIPE | 906 LB |
| • 8 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT) | 325 FT |
| • 14 INCH STEEL PIPE CASING FOR WATER PIPE | 180 FT |
| • 8 INCH CAST IRON PLUG | 1 EA |
| • 8 INCH WATER PIPE INSULATION | 240 FT |
| • 8 INCH GATE AND GATE BOX | 1 EA |
| • 8 INCH COUPLING | 1 EA |
| • 1 INCH CORPORATION COCK | 2 EA |
| • LINK SEAL | 2 EA |
| • 3000 PSI, 1.5 INCH, 470 CMEN T CONCRETE | 9 CY |

ITEM 458.6**CRUSHED STONE BALLAST****CUBIC YARD**

The work under this item shall include furnishing, testing, and placing of ballast to be used in areas of surface restoration within existing MBTA Rail ROW. Ballast shall meet, in every respect, the MBTA Railroad Operations Commuter Rail Material Specifications, dated November 1992 ([1992-11-01-commuter-rail-materials-specifications.pdf](#)) and specifications of the American Railway Engineering and Maintenance-of- Way Association (AREMA) contained in the Manual for Railway Engineering, Volume 1, Chapter 1, Part 2 – Ballast, Sections 2.2 through 2.6 standards(https://publications.arema.org/Publication/MRE_2024). Ballast shall be installed at locations per the Contract plans and at the direction of the Engineer.

SUBMITTALS

Prior to shipment of ballast, submit the name of the ballast supplier, processing facility and testing laboratory that will sample and test the ballast as in AREMA, Chapter 1, Tables 1.2.1 and 1.2.2 to the Engineer for review and approval.

Prior to shipment of ballast, submit inspection reports certifying that all required tests and inspections as specified herein have been made and that the ballast being shipped is in full compliance with AREMA specifications and as specified herein to the Engineer for review and approval.

Prior to shipment of ballast, submit a certification that field samples were secured in accordance with the current ASTM Methods of Sampling Designation D75, and that test samples were reduced from field samples by the means of ASTM C702 to the Engineer for review and approval.

Required testing includes, but is not limited to:

- a. Sieve Analysis: ASTM Method of Test Designation C136
- b. Material Finer than No. 200 Sieve: ASTM Method of Test Designation C117
- c. Bulk Specific Gravity: ASTM Method of Test Designation C127
- d. Absorption: ASTM Method of Test Designation C127
- e. Percentage of Clay Lumps and Friable Particles: ASTM Method of Test Designation C142
- f. Resistance to Degradation: ATSM Method of Test Designation C535
- g. Designation C535 - Material gradations with particles retained on 1” sieve
- h. Designation C131 - Material gradations with 100% passing the 1” sieve
- i. Sodium Sulfate Soundness: ASTM Method of Test Designation C88
- j. Unit Weight: ASTM Method of Test Designation C29
- k. Percent of Flat and/or Elongated Particles: ASTM Method of Test Designation D4791

For each ballast sample obtained, test results shall be entered in the Field Inspection Summary Report included in this specification and submitted to the Engineer for review and approval prior to the shipment of ballast.

Sampling and testing of ballast as specified herein shall not be billed separately, but are included in the cost per ton of ballast supplied to MassDOT.

ITEM 458.6 (Continued)

Submit the following for review and approval by the Engineer before ballast work is started:

1. List of proposed equipment for use in construction. The list shall be submitted to the Engineer twenty one (21) days prior to the start of work and shall include the name of the manufacturer, dimensions and weights of the equipment and the intended use of each of piece of equipment.
2. Proposed construction and installation procedures for ballast installation, and track surface and alignment.
3. Manufacturer's certificate of compliance to the Engineer for all materials that are incorporated into the work.

QUALITY ASSURANCE

Provide certified test results of ballast quality and grading as conducted by the approved testing laboratory.

In addition, provide tests for gradation (sieve analysis) for every 1,000 tons of ballast delivered to the job site.

Testing, as defined by this specification, shall be performed at least two (2) times a year or as directed by the Engineer, to ensure the quality of the material being produced. If the supplier changes the location of the source or encounters changes within the supply source, laboratory testing shall be performed on the new material to ensure compliance with specifications.

Field samples shall be secured in accordance with the current ASTM Methods of Sampling, Designation D75. Test samples shall be reduced from field samples by the means of ASTM C702.

If the source of ballast changes during ballast installation, additional certified test results (in accordance with the requirements included under Submittals and Quality Assurance) shall be provided to the Engineer for review and approval prior to the shipment of the ballast from the new source.

Supplier shall certify with billing that the ballast delivered is typical of the ballast which has been tested and that has been approved by the Engineer.

Perform sampling and tests of the ballast material to determine compliance with specified requirements. Samples shall be initially taken from the supplier's source (quarry). Additional samples may be taken from the site at the direction of the Engineer.

MATERIALS

Ballast shall conform to AREMA Number 4 Gradation.

Ballast shall be crushed, quarried, and washed Granite or Traprock composed of hard, strong, angular, and durable particles, free from frozen lumps, foreign materials, and injurious amounts of substances and conforming to all of the requirements of these specifications.

ITEM 458.6 (Continued)

Ballast shall conform to the following Limiting Values:

No.	Property	Ballast Material	
		Granite	Traprock
1.	Sieve Analysis	AREMA No. 4	AREMA No. 4
2.	Percent Material Passing No. 200 Sieve	1.0%	1.0%
3.	Bulk Specific Gravity See Note 1 below	2.60	2.60
4.	Absorption Percent	1.0	1.0
5.	Percent Clay Lumps and Friable Particles	0.5%	0.5%
6.	Degradation Percent	35%	25%
7.	Soundness (Sodium Sulfate) 5 Cycles (Percent Material Loss)	5.0%	5.0%
8.	Unit Weight (lb/ft ³)	By Engineer	By Engineer
9.	Percent Flat and/or Elongated Particles	5.0%	5.0%
Note 1: Use ASTM Test Designation most representative of ballast material gradation as specified above. Note 2: The limit for bulk specific gravity is a minimum value. Limits for the remainder of the tests are maximum values.			

DELIVERY OF BALLAST

Contractor is responsible for coordinating delivery of ballast, including the delivery schedule. Contractor shall coordinate delivery windows and track access required for ballast delivery with HRRC.

Contractor shall provide HRRC written notice a minimum of two weeks prior to the date ballast will be delivered to the site.

The Contractor is responsible for all ballast delivered by rail or truck.

Contractor is responsible for all scheduling and coordination for ballast delivery. MassDOT is not responsible for delays or any additional costs associated with delivery of ballast, all costs shall be the responsibility of the Contractor.

PRODUCTION AND HANDLING

The ballast production facility shall be of such a design to permit production and blending without excessive working of the materials. The capacity of the production facility shall be adequate to efficiently produce the anticipated daily loadings providing sufficient stockpiles to facilitate loadings without any delays.

Blending, stockpiling and other production and handling operations shall be managed by the producer to keep ballast clean and minimize segregation of the finished product. Stockpiling operations shall minimize the breakage or excessive fall in stockpiling operations. The movement of wheeled or tracked machines over stockpiled materials shall be limited.

ITEM 458.6 (Continued)

Processed ballast shall be washed and/or rescreened as necessary to remove fine particle contamination as defined by the specification prior to stockpiling, in operations using stockpiles, or immediately prior to loading operations.

LOADING

Processed ballast shall be loaded only into rail cars or trucks which are in good order, tight enough to prevent leakage and waste of material, and clean and free from rubbish or any substance which would foul the ballast.

INSPECTION

MassDOT, or its representatives, reserve the right to make unscheduled visits to the supplier's facility during normal business hours for the following purposes:

Observe sampling and testing procedures to assure compliance with the requirements of these specifications.

Obtain representative samples of the prepared material being produced and shipped.

Review plant inspection, methods, quality control procedures, and equipment and review test results of both current and previous tests.

The supplier shall provide MassDOT or its representative with such assistance, materials, and laboratory testing equipment as necessary to perform so called "on site production tests" consisting of site gradation and percent passing No. 200 sieve.

Performance of these tests at the time of an unscheduled inspection visit is the right, but not the duty, of the inspector.

METHOD OF MEASUREMENT

Item 458.6 will be measured for payment by the Cubic Yard of Crushed stone ballast furnished and placed.

BASIS OF PAYMENT

Item 458.6 will be paid for at the contract unit price per Cubic Yard, which price shall include all labor, equipment, materials, submittal, and all incidental costs required to complete the work.

ITEM 520.21

PRECAST CONCRETE LOT CURB

FOOT

The work under this Item shall conform to the relevant provisions of Subsection 501 of the Standard Specifications and the following:

The work under this item includes furnishing and installing precast concrete lot curb as shown on the Contract Drawings or as required by the Engineer.

METHOD OF MEASUREMENT

Item 520.21 will be measured for payment by the Foot of precast concrete lot curb installed, complete in place.

The measurement will be taken along the edging at the lowest exposed level.

BASIS OF PAYMENT

Item 520.21 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, sawcuts, cement concrete placed to set the curb, dowels, and all incidental costs required to complete the work.

<u>ITEM 620.132</u>	<u>GUARDRAIL, DEEP POST</u>	<u>FOOT</u>
	<u>(SINGLE FACED AND POWDER COATED)</u>	
<u>ITEM 620.14</u>	<u>GUARDRAIL, TL-3</u>	<u>FOOT</u>
	<u>(SINGLE FACED AND POWDER COATED)</u>	
<u>ITEM 627.12</u>	<u>TRAILING ANCHORAGE (POWDER COATED)</u>	<u>EACH</u>
<u>ITEM 627.831</u>	<u>GUARDRAIL TANGENT END TREATMENT, TL-3</u>	<u>EACH</u>
	<u>(POWDER COATED)</u>	
<u>ITEM 628.241</u>	<u>TRANSITION TO BRIDGE RAIL - (POWDER COATED)</u>	<u>EACH</u>

The work under these Items shall conform to the relevant provisions of Subsection 601 of the Standard Specifications and the following:

Work includes the furnishing and installation of MassDOT Standard Guardrail, TL-3 (Single Faced), Transitions, End Treatments and Trailing Anchorages.

All steel guardrail railings, posts, components, and end treatment components, including but not limited to w-beam panels, posts, baseplates, anchor bolts, fasteners, etc. shall receive a duplex coating consisting of hot dip galvanizing and high-performance, shop-applied, thermosetting-based, super-durable powder coatings, for fabricated steel products for exterior use, as shown on the plans or as directed.

The galvanizer shall be qualified and have demonstrated a minimum of ten years' experience in the successful application of hot dip galvanizing using the dry kettle process, and a minimum of five years' experience in the successful application of powder coatings.

GENERAL

Steel guardrail elements shall be galvanized and coated. All fabrication shall be completed prior to surface preparation and the application of any coating.

Duplex coating systems shall be submitted by the contractor for approval by the Engineer. The submittal shall contain a minimum 2 year field history of the proposed system with a minimum of 5 uses in the Northeast on galvanized surfaces utilizing a minimum of 25 total gallons. The end user contact information shall also be included.

Coating applicators shall submit a written Quality System Manual (QSM) in accordance with AASHTO R38 to the Engineer for acceptance. All coating facilities shall be audited by the Department before final approval is granted. For contracts requiring greater than 1,500 square feet of coated steel surfaces, the applicator performing surface preparation and coating of steel shall have a current American Institute of Steel Construction (AISC) Sophisticated Paint Endorsement or Society of Protective Coatings (SSPC) QP3 certification for painting or a QP 6 certification for metalizing. Applicators shall be approved by the Department prior to the bid opening date. Applicator approval shall be valid for 5 years.

ITEMS 620.132 through 628.241 (Continued)

All coating shall be applied according to the latest requirements of the manufacturer's data sheet unless modified per these specifications. The dry film thickness of all coated surfaces shall be measured in accordance with SSPC PA2. The maximum recoat times of the intermediate and finish coats shall not be exceeded.

When grinding, drilling or any other operation produces steel turnings, filings, shavings, etc. the contractor shall completely clean all areas of all accumulation prior to the end of the work shift.

The Engineer shall provisionally accept the shop coated items before shipment to the jobsite but final acceptance of the coating system will occur after erection of the coated items, and after all required repairs and coating application has been completed.

The Contractor shall be responsible for failure and damage of all applied coating. Failures include but are not limited to, visible corrosion, blistering, checking, cracking, or delamination (peeling) and loss of gloss and color of the coating system. Damage includes but is not limited to damage from installation or from external agents, such as scraping, vandalism, debris impacts, and collisions. The extent and method of repair must be approved by the Engineer.

GALVANIZING

Steel guardrail elements shall be galvanized in accordance with Section M7 of the Standard Specifications.

Galvanized members requiring shop fabrication and assembly shall be cut, welded, and/or drilled prior to galvanizing. A thin layer of a rust inhibitor shall be applied to the milled surface. Material to be powder coated shall not be quenched after galvanizing.

Damaged galvanized surfaces shall be repaired in accordance with ASTM A780 "Repair of Hot Dip Galvanizing" section 4.2.2 Paints Containing Zinc Dust "High Zinc Dust Content". The paint shall be applied to achieve a minimum dry film thickness of 3 mils and not more than 5 mils. Repair paint shall meet M7.04.11 and application shall be in accordance with the manufacturer's recommendations.

COATING OVER GALVANIZING

The work under this heading shall include the surface preparation and the application of a duplex coating system to galvanized components of the guardrail system.

Proposed coating systems shall be submitted by the Contractor for approval by the Engineer.

Surface preparation and application of the coating system shall be completed within 14 calendar days of galvanizing. The Contractor shall take all necessary measures to prevent wet storage stain and accumulation of dirt, dust, grease, or oil while being handled or staged prior to application of the coating.

ITEMS 620.132 through 628.241 (Continued)

All galvanized pieces shall be visually inspected to determine the cleanliness of the surface. All contaminated surfaces shall be cleaned in accordance with SSPC-SP-1.

All material shall be checked for wet storage stain. Wet storage stain shall be removed prior to abrasive blasting in accordance with SSPC-SP-16 Appendix A.

Prior to surface preparation, all components shall have a finish that is smooth and uniform. The surface shall be free of protrusions greater than 1/8 inch above the surrounding surface and meet the requirements of ASTM A123 section 6.2

The thickness of the galvanizing shall be checked before and after the completion of abrasive blasting using SSPC PA-2 to confirm that prepared surfaces still have the minimum thickness requirements of AASHTO M111 or AASHTO M232 as applicable.

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 the coating. 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

The abrasive shall be tested weekly for grease, oil or non-abrasive residue using ASTM D 7393 - Standard Practice for Indicating Oil in Abrasive. Contaminated abrasives shall be changed out and not be used for surface preparation. The use of steel shot abrasive is not allowed for final blasting prior to coating application.

All compressed air sources shall have properly sized and operational oil and moisture separators to allow for oil and moisture free air.

Surfaces to be coated over galvanizing shall be blast cleaned in accordance with requirements of SSPC SP16 "Brush-off Blast Cleaning Non-Ferrous Metals" producing a minimum surface profile of 1 mil. Profile shall meet the requirements of the manufacturer for the coating being applied. Abrasives, nozzle size, nozzle pressure and dwell time shall be sufficient and controlled to thoroughly clean and produce a uniform surface profile. Surface preparation shall not loosen, cause flaking or disbonding of the galvanized surface. Unacceptable thickness and damage shall be cause for rejection of the entire piece.

Surfaces unacceptable after abrasive blasting and approved for repair shall be repaired in accordance with ASTM A780. Surface preparation of approved repair areas shall be done in accordance with SSPC SP-10 or SP-11. Repairs to the galvanized surface in excess of one percent of the total surface area of the piece being repaired are not allowed. The repair coating shall be a zinc rich primer as specified by the coating manufacturer compatible with the coating system approved.

ITEMS 620.132 through 628.241 (Continued)

Prior to coating bolted connections, 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 wipe test will be performed by the Engineer using a clean white cloth and the same solvent used for cleaning. The cloth shall be wetted and rung to a damp condition, placed on the selected fasteners and rubbed with a twisting motion around the entire surface of the previously waxed surfaces. Acceptance is with no color transfer to the cloth.

Coating application shall be completed within six hours after surface preparation has been accepted by the applicator and the Engineer.

Powder Coating Over Galvanizing

All surfaces receive the duplex system as described, except for ground-driven posts which must be galvanized full length and duplex coated for the top 36 inches (i.e. the above-ground portion plus four inches). At the supplier's option the duplex coating may be applied to the entire length of posts.

The coating shall be a two-coat, electrostatically shop-applied, oven-baked, powder coat system. The first coat shall be an epoxy primer suitable for application over galvanized steel. The finish coat shall be polyester TGIC super durable powder. All coats of the applied system shall be from the same manufacturer. All powder shall be stored per the manufacturer's data sheet.

Color to be dark bronze (Federal Standard 595B, Color No. 10045).

Application and curing shall be performed in conformance with the powder coating manufacturer's recommendations and shall consist of the following:

- All parts to be coated shall be pre-baked after galvanizing to reduce the potential for outgassing. Pre-baking shall be done at a minimum of 55°F above the manufacturer's recommended curing oven temperature for 30 minutes unless otherwise recommended by the manufacturer.
- The powder shall be applied maintaining even coverage on all surfaces to be coated. The Applicator shall ensure that a stable transfer between powder application and the curing oven is accomplished to prevent the loss of powder from the parts.

Each coat shall be visually inspected and shall not exhibit film discontinuities including but not limited to discontinuities, pinholes, runs, excess build at edges, topcoat gloss or color variations.

Any part that does not meet the specified coating thickness may be recoated immediately without undergoing additional preparation and pretreatment.

ITEMS 620.132 through 628.241 (Continued)

The Contractor shall obtain all field repair and touch-up material from the applicator. Coating material used for repairs and touch up shall be from the same manufacturer as the powder used on that project or from a manufacturer recommended by the powder manufacturer. Touch up shall be applied in accordance with the powder manufacturer's written recommendations and the applicators approved touch up procedure.

The DFT of the touch up areas shall be the same as the DFT of the powder system and can be applied in multiple coats. The color, gloss and appearance shall match that of the topcoat being repaired.

METHOD OF MEASUREMENT

Items 620.132 and 620.14 will be measured for payment by the Foot of the guardrail installed, complete in place.

Measurements will be taken along the top edge of the rail element from the center of the first mid-span splice to the center of the last mid-span splice.

Item 628.241 will be measured as individual units 33 ft-9 in. in length, measured from the mid-span splice with the guardrail or end terminal to the end of the thrie beam terminal connector, as shown on the plans.

Item 627.12 will be measured as an individual unit 9 ft-4.5 in. in length, measured from the mid-span splice with the guardrail to the centerline of the short timber breakaway post, as shown on the plans.

Item 627.831 will be measured for payment by each, installed complete and in place and accepted by the Engineer.

BASIS OF PAYMENT

Items 620.132, 620.14, 627.12, 627.831, and 628.241 will be paid per Subsection 601.80.

ITEM 657.**TEMPORARY FENCE****FOOT**

The work under this item shall conform to the relevant provisions of Subsection 644 of the Standard Specifications and the following:

The work under this Item consists of furnishing, installing, removing and resetting, and final removal of 6-foot high temporary fence to separate construction activities from public access.

The temporary fence shall be installed at locations as shown on the plans or required by the Engineer. The Contractor shall install and maintain temporary construction fences around the construction site, stockpile areas, and any and all exposed excavations located outside the defined roadway area, accessible to the public until such time it is no longer necessary as determined by the Engineer. Protect all areas of the site from intrusion and trespass.

Unless otherwise indicated, the type of temporary chain link fencing shall be Contractor's option. Following types are acceptable:

1. New materials or previously used salvaged chain link fencing in good condition.
2. Posts: Galvanized steel pipe of diameter to provide rigidity. Post shall be suitable for setting in concrete footings, driving into ground, anchoring with steel base plates, or inserting in precast concrete blocks.
3. Fabric: Woven galvanized steel wire mesh. Provide in continuous lengths to be wire tied to fence posts or prefabricated into modular pipe-framed fence panels.

Gates:

Provide personnel and vehicle gates of the quantity and size required for functional access to site.

1. Fabricate of same material as used for fencing.
2. Vehicle gates:
 - a. Minimum width: 20 feet to allow access for emergency vehicles.
 - b. Capable of manual operation by one person.

Fence fabric shall be fastened to posts by means of No. 6 gauge zinc coated wire clips. No post tops are required.

Gates shall be fabricated using welded construction or heavy pressed steel or malleable corner fitting securely riveted. Gates shall be properly braced and diagonally trussed to eliminate any possible sagging. Hinges shall be of sufficient strength and design to permit easy and trouble free operation. All single swing gates shall be equipped with two H.O. hinges and one yoke latch per gate. All double swing gates shall be equipped with a positive type latching device with padlock fitting.

Installation of temporary fencing shall not deter or hinder access to existing or proposed fire hydrants. Maintain 3 feet diameter clear space around fire hydrants. Where fire hydrant is blocked by fencing, provide access gate.

ITEM 657. (Continued)

METHOD OF MEASUREMENT

Item 657. will be measured for payment by the Foot of temporary fence initially installed. Chain link fence will be measured, approximately parallel to the ground of completed fence from outside of to outside of end posts.

BASIS OF PAYMENT

Item 657. will be measured and paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for all posts including end, corner, and intermediate brace posts, all gates and gate posts, removing and resetting of temporary fence or providing privacy screening, the replacement and/or restoration of fence damaged due to construction accidents, vandalism and/or any other manner, and final removal, but all costs in connection therewith shall be included in the Contract unit price bid.

The fence shall not be removed without prior approval of the Engineer.

ITEM 697.1**SILT SACK****EACH**

Work under this item shall conform to the relevant provisions of Subsections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Department.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications

COMPENSATION

Silt sacks will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 734.02**INTERPRETIVE SIGN - NPS STANDARD****EACH**

Work under this item shall include the production of one porcelain enamel steel interpretive panel sign from production ready digital files to be installed at the location shown on the plans.

MATERIALS

- A. Sign Frame
- B. Graphic Panel
- C. Associated materials for installation

Frame

The sign frame shall be a cantilevered model with two side-mounted posts that support the graphic panel mounted at a 45 degree angle.

The frame will include 2 posts, backing panel, graphic panel and the outer frame. The frame will be an in-ground installation as shown in the drawings and per manufacturer's recommendation. The posts will be 2 inches by 3 inches (min.) dimensional rectangular stock. The post will be fifty inches from the base and then extending 26.5 inches at a 45 degree angle.

Frame and Post material shall be aluminum with a polyurethane finish in NPS Dark Brown or as chosen by the Engineer from Federal Standard paint color chart. Color sample to be submitted by the Contractor for final approval prior to fabrication.

The frame dimensions shall be 36.5 inches by 24.5 inches. Graphic panel dimensions shall be 36 inches by 24 inches. The visible opening for the graphic panel shall be 35 inches by 23 inches. The top rail will be removable to allow installation of the graphic panel.

Graphic Panel

The porcelain enamel graphic panel shall be fabricated from 16-gauge steel. Finished panel thickness shall be 1/8 inch (maximum) to slide into the sign frame. Text and image details will be worked out through the shop drawing review process to the mutual satisfaction of both parties after award of contract. Production ready electronic files will be provided to the Contractor or Fabricator by the Engineer.

Text and images for the graphic panel will be provided to the Engineer upon final approval by MassDOT and Lincoln Historical Commission

The print-ready electronic file for the graphic panel text and image will be available from:

Kurt Jergensen, Cultural Resources Specialist
Massachusetts Department of Transportation – Highway Division
10 Park Plaza, Room 7360
Boston, MA 02116-3973
Telephone: (207) 590-4999 (cell)
Email: kurt.jergensen@state.ma.us

ITEM 734.02 (Continued)

Graphic Panel shall be fabricated by one of the manufacturers listed below or approved equal:

Company	Model	Color
KVO Industries, Inc. 4 Maxwell Court Santa Rosa, CA 95401 Ph. (707) 573-6868 www.kvoindustries.com	Outline Cantilever Sign Model #3624 NPS CAN-AL	NPS Dark Brown
Best-Ex, Inc. 820 Industrial Court PO Box 454 Baraboo, WI 53913 Ph. (800) 356-4883 www.best-exfab.com	NPS-Style Frame with Cantilever Exhibit Base	NPS Dark Brown
Winsor Fireform 3401 Mottman Road SW Tumwater, WA 98512 Ph. (800) 824-7506 www.winsorfireform.com	NPS-Style Frame with Cantilever Low Profile Base	NPS Dark Brown

The Contractor shall furnish shop drawings showing dimensions and fasteners for interpretive panel including post size, framing, shapes, dimensions, finish, and depth of embedment. The Contractor will provide a full-size mock-up of the panel text and images prior to fabrication and installation for approval by the Engineer and Cultural Resources Staff (See contact name above).

CONSTRUCTION METHODS

The sign will be located at approximately Station 24 + 30 LT behind the proposed guardrail and adjacent to the edge of sidewalk. Final sign post location will be marked and approved by the Engineer prior to start of work.

Sign post holes will be excavated to the dimensions shown on the detail drawings to the appropriate depth and circumference.

The sign frame will be completely assembled prior to setting it in the hole. Do not install the graphic panel until the sign frame has been completely installed. Protect the sign frame and graphic panel from damage during installation.

Set sign frame to the proper elevation (Refer to manufacturer's specifications and drawings). Check sign frame again to ensure that it is plumb after backfilling and set with temporary bracing to prevent shifting until backfill concrete completely sets.

Excavation, removal of excavated material, placement of the sign frame and backfilling the post holes, other associated labor, tools and costs are incidental to the Interpretive Sign pay item.

ITEM 734.02 (Continued)

METHOD OF MEASUREMENT

Item 734.02 will be measured for payment by the Each sign installed, complete in place.

BASIS OF PAYMENT

Item 734.02 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, inserts, fasteners, and all incidental costs required to complete the work.

ITEM 740. ENGINEER'S FIELD OFFICE AND EQUIPMENT (TYPE A) MONTH

The work under this Item shall conform to the relevant provisions of Subsection 740 of the Standard Specifications and the following:

Three computer systems and printer system meeting minimum requirements set forth below including installation, maintenance, power, paper, disks, and other supplies shall be provided at the Resident Engineer's Office:

All equipment shall be UL approved and Energy Star compliant.

The Computer System shall meet the following minimum criteria or better:

Processor:	Intel, 3.5 GHz
System Memory (RAM):	12 GB
Hard Drive:	500 GB
Optical Drive:	DVD-RW/DVD+RW/CD-RW/CD+RW
Graphics Card:	8 GB
Network Adapter:	10/100 Mbit/s
USB Ports:	6 USB 3.0 ports
Keyboard:	Generic
Mouse:	Optical mouse with scroll, MS-Mouse compliant
Video/Audio	the computer system shall be capable of allow video calling and recording:
Video camera	shall be High Definition 1080p widescreen capable video calling and recording with built in microphone. The microphone system shall capture natural audio while filtering out background noise.
Audio	shall be stereo multimedia speaker system delivering premium sound.
OS:	Latest Windows Professional with all security updates
Web Browser:	Latest Internet Explorer with all security updates
Applications:	Latest MS Office Professional with all security updates Latest Adobe Acrobat Professional with all security updates Latest Autodesk AutoCAD LT Antivirus software with all current security updates maintained through the life of the contract.
Monitors:	Two 27" LED with Full HD resolution. Max. resolution 1920 x 1080
Flash drives:	2 (two) - 128GB USB 3.0
Internet access:	High Speed (min. 24 mbps) internet access with wireless router.

ITEM 740. (Continued)

The Multifunction Printer System shall meet the following minimum criteria or better:

Color laser printer, fax, scanner, email and copier all in one with the following minimum capabilities:

- Estimated volume 8,000 pages per month
- LCD touch panel display
- 50 page reversing automatic document feeder
- Reduction/enlargement capability
- Ability to copy and print 11" x 17" paper size
- email and network pc connectivity
- Microsoft and Apple compatibility
- ability to overwrite latent images on hard drive
- 600 x 600 dpi capability
- 30 pages per minute print speed (color),
- 4 Paper Trays Standard (RADF) (not including the bypass tray)
- Automatic duplexing
- Finisher with staple functions
- Standard Ethernet. Print Controller
- Scan documents to PDF, PC and USB
- ability to print with authenticated access protection

The Contractor shall supply a maintenance contract for next day service, and all supplies (toner, staples, paper) necessary to meet estimated monthly usage.

The Engineer's Field Office and the equipment included herein including the computer system, and printer shall remain the property of the Contractor at the completion of the project. Disks, flash drives, and card readers with cards shall become the property of the Department.

Compensation for this work will be made at the contract unit price per month which price includes full compensation for all services and equipment, and incidentals necessary to provide equipment, maintenance, insurance as specified and as directed by the Engineer.

ITEM 751.7**COMPOST BLANKET****CUBIC YARD**

The work under this Item shall conform to the relevant provisions of Subsection 751 and M1.06.0 Compost of the Standard Specifications and the following:

Work shall consist of furnishing and pneumatically applying compost as a thin mulch blanket (1/2- 1 inch depth) over prepared soil to provide temporary soil stabilization and organic matter for plant growth.

SUBMITTALS AND MATERIALS

No materials shall be delivered until the required submittals have been approved by the Engineer. Delivered materials shall match the approved samples. Approval of test results does not constitute final acceptance.

Contractor shall submit to the Engineer samples and certified test results no sooner than 60 days prior to application of compost. Vender certification that material delivered meets the test results shall be submitted if requested.

Compost shall meet the requirements for M1.06.0: Compost, Type 2, as referenced in the MassDOT– Highway Division Standard Specifications for Highways and Bridges, Division III: Materials Specifications, latest edition.

The Engineer shall approve the Contractor's equipment for application.

CONSTRUCTION METHODS

Application of compost material shall not begin until the Engineer has approved the site and soil conditions. Soil preparation shall be as specified under the applicable item for soil placement or for seeding. The Contractor shall notify the Engineer when areas are ready for inspection and application of compost.

Compost blanket shall be pneumatically applied (blown on) to a minimum depth of one half to one inch. Where shown on the plans or when directed by the Engineer depth may be increased to provide berms for sediment control or to otherwise prevent slope erosion.

When compost blanket is proposed with seeding, seed shall be broadcast and shall occur in conjunction with compost blanket, as specified under the relevant item for seeding.

When compost blanket is proposed for areas with planting, compost (and seed if applicable) shall be applied after planting. If compost and seed occur prior to planting, areas shall be regraded and compost and seed reapplied to the satisfaction of the Engineer and at the Contractor's expense.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 751.7 will be measured and paid for at the Contract unit price per Cubic Yard which price shall include all labor, materials, equipment, and all incidental costs required to complete the work of pneumatically applying compost.

Surface preparation of substrate receiving compost blanket shall be compensated under the applicable item for placement of loam, sand, ordinary borrow, wetland soil, topsoil rehandled and spread, tilled existing soil, or other specified substrate.

Seeding, if utilized, will be compensated for under the appropriate seeding items.

ITEM 765.21 ANNUAL COVER CROP FOR NATIVE SEEDING POUND

Work under this item shall conform to the relevant provisions of Subsection 765 of the Standard Specifications and the following.

Work consists of furnishing and applying the appropriate annual grass to be seeded as a cover crop in conjunction with upland native seeding and at the rate specified herein.

A cover crop shall be used for following conditions:

- when specified under Application Rate for the permanent native upland seed mix
- for slopes 2:1 or steeper and an annual is not already specified as part of the permanent mix
- when seeding out of season and the native seed mix does not already specify an annual
- as required to prevent erosion until the permanent seed establishes.

A cover crop is not necessary for wetland seeding and is not typically necessary for soil stabilization when seeding in conjunction with a compost blanket application.

Annual rye (*Lolium multiflorum*) will not be accepted as an annual cover crop.

Using annual rye or exceeding the application rate such that a dense stand of annual grasses prevents germination of the native grasses will require mowing of annual grasses. In this instance, mowing of cover crop will be incidental to this item.

Seed And Application Rate

Add 30 pounds/acre of the following seed based on seeding season:

Avena sativa (Grain Oats): 1 January to 31 July

Cecale cereale (Grain Rye): 1 August to 31 December

METHOD OF MEASUREMENT

Item 765.21 will be measured for payment by the Pound of seed.

BASIS OF PAYMENT

Item 765.21 will be paid at the contract unit price per Pound upon approval of seed bag tags or other documentation of correct application rate and species, and upon acceptance of a satisfactory stand of annual grasses three weeks following seeding.

Application and care of cover crop will be paid for separately under Item 765.635 Native Seeding and Establishment

ITEM 765.415
ITEM 765.472**NATIVE SHORT GRASSLAND MIX**
STEEP SLOPE MID-HEIGHT MIX**POUND**
POUND

The work under this item shall consist of furnishing and delivering native Pure Live Seed (PLS), approved by MassDOT Landscape Design Section, in mix(es) specified, to the site.

SUBMITTALS

- 1) Pre-Verification of Seed Availability. Within 30 days after the Notice to Proceed, the Contractor shall submit to the Engineer the supplier's verification of availability of seed species in the required quantities and for the anticipated date of seeding. Verification shall be on the supplier's letterhead and notarized by the supplier's notary. Species not expected to be available should be noted and substitutions recommended.
- 2) Final Verification of Seed Availability. A minimum of one (1) month prior to proposed seed ordering, the Contractor shall submit to the Engineer the supplier's verification of availability of seed species in the required quantities. Verification shall be on the supplier's letterhead and notarized by the supplier's notary. A copy of this submittal must be forwarded to the MassDOT Landscape Design Section. Species not expected to be available should be noted and substitutions recommended. Substitutions or changes in the mix must be approved by MassDOT Landscape Design Section prior to ordering.
- 3) Seed Worksheet provided herein shall be submitted to the Engineer prior to ordering seed to determine the number of pounds of Pure Live Seed required.
- 4) Seed Tags. Immediately before seeding, the Contractor shall submit original seed tags from each bag of seed used on the project and ensure that each tag is photo documented by the Engineer while on the unopened bag. Failure to complete this submittal may result in rejection of the work and re-submission of seed and seeding at the Contractor's expense. Photo documentation shall be submitted to the MassDOT Landscape Architect.

Number of tags submitted shall correspond to number of bags delivered to the site.

Species listed on the seed tag shall match the Verification of Seed Availability unless approved otherwise by the MassDOT Landscape Design Section. Tag shall include: variety and species name; lot number; purity; percentage of inert matter; percentage of weeds, noxious seeds, and other crop seeds; germination, dormant or hard seed; total viability; origin of seed; germination test date, net weight, and name and address of seller. The origin of seed must be listed on the seed tag for all species in the mix to provide verification of original (generation 0) seed source. The smallest known geographic area (township, county, ecotype region, etc.) shall be listed. Ecotypes and cultivars shall be as close to Massachusetts as possible and appropriate to the site conditions.

ITEMS 765.415 and 765.472 (Continued)

- 1) Verification of Seed Delivery. The Contractor shall submit the Seed Delivery Verification form contained herein or the Supplier’s Verification on company letterhead or a bill of lading. Supplier verification shall include all information requested on the Verification form within this contract. The bill of lading shall include variety and species name, lot number, net weight shipped, date of sale, invoice, project or seeding location, and name and address of Supplier. Information shall match the seed tags and quantity of seed used on the job. A copy of this submittal shall be forwarded to the MassDOT Landscape Design Section for review and approval.
- 2) Seed Sample. The Contractor shall submit to the Engineer a sample of seed from the seed bag (2 cups maximum) at the time of seeding.

PERMANENT SEED MIXES

765.415 Native Short Grassland Mix		
Botanical Name	Common Name	% PLS by Weight
Grass		
Schizachyrium scoparium	Little Blue Stem	56.10%
Elymus virginicus	Virginia Wild Rye	28.00%
Dichanthelium clandestinum 'Tioga'	Deertongue grass 'Tioga'	8.00%
Eragrostis spectabilis 'RI Ecotype'	Purple Lovegrass 'RI Ecotype'	2.00%
Agrostis perennans	Upland Bentgrass	1.50%
Juncus tenuis	Path Rush	0.10%
		95.70%
Herb/Forb		
Chamaecrista fasciculata	Partridge Pea	3.00%
Solidago nemoralis	Grey Goldenrod	0.30%
Penstemon digitalis	Beard-tongue	0.30%
Achillea millefolium	Common Yarrow	0.10%
Oenothera fruticosa var. fruticosa	Sundrops	0.10%
Pycnanthemum tenuifolium	Slender Mountain Mint	0.10%
Aster pilosus	Heath Aster	0.10%
Aster laevis NY Ecotype	Smooth Aster NY Ecotype	0.10%
Solidago bicolor	White Goldenrod	0.10%
Aster lateriflorus	Calico Aster	0.10%
		4.30%
		100.00%

Seeding Rate: 15.0 lbs PLS/Acre

Cover crop 765.21 Required with this mix.

ITEMS 765.415 and 765.472 (Continued)

765.472 Steep Slope Mid-Height Mix			
	Botanical Name	Common Name	% PLS by Weight
Grass	Cover Crop - Secale cereale/Avena sativa	Cover Crop - Grain Oats/Rye	40.00%
	Schizachyrium scoparium 'Albany Pine'	Little Bluestem 'Albany Pine'	30.00%
	Elymus virginicus	Virginia Wild Rye	8.00%
	Elymus canadensis	Canada Wild Rye	5.00%
	Panicum virgatum	Switch Grass	4.50%
	Agrostis perennans	Upland Bentgrass	3.00%
	Dichanthelium clandestinum 'Tioga'	Deertongue grass 'Tioga'	2.30%
			92.80%
Herb/Forb	Echinacea purpurea	Purple Coneflower	3.00%
	Chamaecrista fasciculata	Partridge Pea	2.00%
	Penstemon digitalis	Beard-tongue	0.70%
	Monarda fistulosa	Wild Bergamot	0.30%
	Asclepias syriaca	Common Milkweed	0.20%
	Lespedeza capitata	Roundhead Bush Clover	0.20%
	Rudbeckia hirta-VT ecotype	Black-eyed Susan-VT ecotype	0.10%
	Aster prenanthoides	Zig Zag Aster	0.10%
	Solidago nemoralis	Grey Goldenrod	0.10%
	Aster pilosus	Heath Aster	0.10%
	Aster laevis NY Ecotype	Smooth Aster NY Ecotype	0.10%
	Pycnanthemum tenuifolium	Slender Mountain Mint	0.10%
	Solidago juncea	Early Goldenrod	0.10%
	Asclepias incarnata	Swamp Milkweed	0.10%
			7.20%
			100.00%
	Seeding Rate: 75.0 lbs PLS/Acre		

No cover crop required with this mix.

ITEMS 765.415 and 765.472 (Continued)

SUPPLIER VERIFICATION OF SEED DELIVERY FOR MASSDOT PROJECTS

Date _____

We hereby certify that (*Seed Supplier*): _____

Furnished to (*Contractor*): _____

For use on: (*Project Description*) _____

Project #: _____ Contract #: _____

Pounds of Pure Live Seed: _____

Of Mix (*Description*): _____

Lot Number _____

The material was delivered on (*Date*) _____.

The labels and contents meet all State and Federal regulations. The mixture consists of the following species, including cultivars (as applicable) and ecotype region, and at the following percentages (may be attached separately):

Name (print): _____ Title: _____

Supplier: _____

Signature and Seal: _____

ITEMS 765.415 and 765.472 (Continued)

NATIVE SEED WORKSHEET

Project Description: _____ Project No: _____
Contractor: _____ Contract No: _____
Seed Mix Number & Description: _____

Contractor: Complete Prior To Ordering

Pounds of Seed Required Per Contract:

_____ lbs./acre for _____ Acre(s) OR _____ SY

Additional 50% increase if required (out of season or seeding over compost blanket):
_____ lbs. Total Seed Required

Calculated Quantity for **Pure Live Seed (PLS¹)**:

_____ Total Pounds PLS

Engineer: Verification at Time of Application

Number pounds delivered to site²: _____ Date(s): _____

Actual Seed Bag Tag/s Received or photo documented by Engineer: _____

¹ PLS=% pure seed x % viable seed (total germination, hard seed, and dormant seed).

²Quantity delivered should match pounds **Total Pounds PLS** and **Verification of Seed Delivery**. Pounds should be shown on each Seed Tag.

Name (print): _____ Title: _____
Supplier: _____
Signature and Seal: _____

ITEMS 765.415 and 765.472 (Continued)**METHOD OF MEASUREMENT**

Item 765.415 and Item 765.472 will be measured for payment by the POUND of one hundred percent (100%) PLS furnished and delivered to the site.

Additional amount of seeds shall be provided, as required, to achieve one hundred percent (100%) PLS. at no additional cost to the project. The Engineer will verify PLS.

Calculating Pure Live Seed (PLS):

PLS is defined as a percentage calculated by multiplying the percent of pure seed by the percent of viable seed (total germination, hard seed, and dormant seed).

For example:

If a seed label indicates 90% purity, 78% germination, 10% hard seed, and 2% dormancy, it is calculated to be: $90 \times [78 + 10 + 2] / 100 = 81\%$ PLS.

Therefore, each pound of PLS would need $1 \text{ pound} / 0.81 = 1.2$ pounds of seed with a 90% purity and 90% total germination to achieve compliance with 100% PLS.

BASIS OF PAYMENT

Item 765.415 and Item 765.472 will be paid for at the respective contract unit price per Pound of PLS, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

No separate payment will be made for additional amount of seed provided to achieve the PLS requirements, but all costs in connection therewith shall be included in the contract unit price bid.

Cover crop not included as part of the permanent mix composition will be paid for under Item 765.21, Annual Cover Crop.

Application and care of native seed mix will be paid for under Item 765.635 Native Seeding and Establishment.

ITEM 765.635 NATIVE SEEDING AND ESTABLISHMENT SQUARE YARD

The work shall conform to the relevant provisions of Subsections 765 and 767 of the Standard Specifications and the following:

The work under this item shall consist of seeding, mowing, and other care to establish a stand of grass in the areas shown on the plans or as required by the Engineer. For the purposes of these specifications, the term “grass” shall apply to all the forbs, grasses, sedges, and rushes included in the materials.

QUALIFICATIONS

Seeding shall be done by a company having a minimum of five years of experience with native seed establishment. Prior to beginning work, the seeding Contractor shall furnish proof of qualifications to the Engineer for approval and acceptance by the MassDOT Landscape Architect. Proof of qualifications shall include providing documentation (photos and contacts) to demonstrate knowledge and expertise with native seeding and establishment and proof of having completed successful native seeding projects.

SEEDING SEASON

Seeding seasons for native mixes is April 1 - May 15 and October 1 - December 1 for dormant seeding. Written approval must be obtained for seeding outside the seeding season and, if approved, the permanent seed rate shall be increased by 50%.

Seeding season for cover crops shall be grain oats January 1 – July 31 and grain rye August 1 – December 1.

MATERIAL AND SUBMITTALS

Seed Mixes and Submittals shall be per the item(s) for permanent and annual (cover crop) seed mixes.

Compost Blanket, if used, shall meet the material and submittal requirements for that item.

Hydromulch shall be wood fiber or straw applied per the Standard Specifications and at the rates specified below and per the manufacturer.

A certified statement shall be furnished, prior to start of work, to the Engineer by the Contractor as to the number of pounds of hydromulch, tackifier, and seed, per 100 gallons of water and as applicable to products used. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above.

Fertilizer

No fertilizers shall be applied.

ITEM 765.635 (Continued)**Water**

Water, including hose and all other watering equipment required for the work, shall be furnished by the Contractor to the site at no additional cost. Water shall be suitable for irrigation and free from ingredients harmful to plant life. All plants injured or work damaged due to the lack of water or the use of too much water shall be the Contractor's responsibility to correct.

SEEDING

Hand broadcast method shall be used for all areas smaller than half an acre and when specified on the plans for areas over half an acre.

Seeding shall occur within 72 hours of placement of fill material and/or final grading of existing soil or the Contractor shall propose a reasonable, alternative schedule that shall be approved by the Engineer.

Surface Preparation

No seeding or soil preparation shall be done if soils are muddy or dry and compacted. Bare soils shall be raked to remove large stiff clods, lumps, brush, roots, stumps, litter and other foreign matter. Ruts and depressions shall be filled with additional approved borrow or compost and the soil shall be re-graded to a relatively smooth finish corresponding to the required grades.

When seeding over existing or compacted soil or soil that has sat bare for more than 30 days, surface will be prepared by tilling or raking to a minimum depth of 4 inches prior to seeding and prior to Compost Blanket application (when applied).

Surface preparation of existing soil shall be incidental to this item.

Jute or coir mesh, when specified in the contract, shall be placed after seeding and per the Standard Specifications and the manufacturer's instruction.

Surface preparation shall be approved by the Engineer prior to seeding.

Seeding over Various Substrates

Ordinary borrow: Seeding shall occur within 72 hours of borrow placement to prevent loss. Seed shall be manually broadcast for areas less than half an acre (each area, not cumulative area) and when specified on the plans. Broadcasting shall be immediately followed by hydromulching as specified below. When not specified on the plans, larger areas may be hydroseeded as specified below.

Compost Blanket: Compost Blanket shall be applied as specified under that item. Seed should be hand broadcast at the same time as compost application to ensure a thin cover of compost over seed.

When seeding is done after application of Compost Blanket the rate shall be increased by 50%. If the Compost Blanket is applied after December 1, seed shall be broadcast or hydroseeding over the compost in the Spring and the rate increased by 50% specified under Seed Application.

ITEM 765.635 (Continued)**Cover Crop**

Cover crop shall be used when seeding out of season, when specified with the permanent native seed mix under that item, and as required to prevent erosion until the permanent seed establishes.

A cover crop should not be used with a steep slope mix or other permanent mix which already contains either cereal rye or oats in the composition of the mix. A cover crop is not necessary for wetland seeding and is not typically necessary for soil stabilization when seeding in conjunction with a compost blanket application.

Seed Application

All seed shall be mulched as specified herein.

Seed application shall be by broadcast seeding or by hydroseeding as described below.

Broadcast Seeding

Seed shall be broadcast spread using a cyclone or whirlwind seeder or hand broadcast. Small or light-seeded species such as bluestem may be mixed with approved filler to achieve an even distribution. Seed shall not be broadcast when wind velocities are greater than 15 mph.

Broadcast seeding shall be undertaken in two separate passes at ninety degrees to each other. One-half the seeding rate shall be applied in each direction (horizontally and vertically). To ensure seed to soil contact with broadcasting of seed, seeding shall be followed by rolling or tracking with equipment approved by the Engineer.

Broadcast seed shall be mulched with weed-free straw mulch unless seeding is done as part of Compost Blanket in which case it shall be as specified above under seeding with Compost Blanket application. Hydromulching shall be as specified under Hydromulching.

Hydroseeding and Hydromulching

Hydroseed and mulching shall be per the manufacturer's directions and as follows.

Hydroseeding shall only be used for sites over half an acre in size or with permission of the Engineer.

Tank and hoses shall be cleaned from all previous hydroseeding and hydromulching projects. Seed shall be mixed into the slurry immediately before application and slurry applied within 30 minutes after seeds have been placed in the tank. Once seed has been placed in the tank, tank shall be agitated only enough to mix the seeds and keep slurry from separating.

A 2-step process shall be used for seeding in conjunction with hydromulch. Seed shall be applied with 500 lbs/acre of hydromulch in the first pass. A second pass with 1,000 lbs/ acre of hydromulch shall be applied in a second pass. Each pass shall be applied in a different direction.

ITEM 765.635 (Continued)

Once the seed has been added to the tank mixture a one-hour time limit is set for spreading the mixture on the soil. Once the one hour has passed the excess mixture must be discarded.

For broadcast seeding, hydromulch shall be applied immediately following seeding at a rate of 1,000 lbs/acre. Tank shall be cleaned from any previous hydroseeding.

CARE DURING GERMINATION AND ESTABLISHMENT

Contractor shall care for seeded areas as necessary for successful germination. Care will include watering and weed control as necessary to achieve establishment of the specified seeded species after two (2) growing seasons as specified below.

The Contractor shall maintain the stand of grasses to ensure healthy growth of the seeded species. Work shall include mowing or weed-whacking for weed control, watering if necessary, and removal of invasive plants.

Watering shall be sufficient to achieve soil moisture to a depth of 2 inches or more and such moisture is uniform. Method of watering shall not erode or damage soil or grassed surfaces.

General Weed Control: Unless otherwise directed, mowing shall be as specified under Mowing for Weed Control for seed establishment. Weeds shall be mowed prior to weeds setting seed (by the end of July unless otherwise approved).

Control of Invasive and Aggressive Weeds: Invasive and aggressive weeds, including but not limited to mugwort, ragweed, knapweed, foxtail, crabgrass, and chicory must be cut or treated prior to going to seed. Herbicide treatment must be coordinated with MassDOT. Undesired species (such as chicory) introduced due to use of incorrect seed mix shall be removed at the Contractor's expense.

MOWING FOR WEED CONTROL

Mowing for weed control shall be completed after weeds have sprouted and show leaf and bud growth, but prior to setting seed, generally between July 7th and August 1st, unless directed otherwise by the MassDOT Landscape Architect and the Engineer.

Mowing height shall be as needed for weed control, generally to a height of 8 inches and not below 4 inches, unless directed otherwise. Mowing shall be with a brush hog mower or string trimmer other approved equipment. Conventional lawn mowers which cannot achieve the appropriate cut shall not be used.

Contractor shall give 48-hour notice prior to mowing work. Mowing shall only occur in dry sunny weather. Litter pickup should occur prior to mowing in all areas. If required, cut grass shall be raked and removed. Litter pickup and raking and removal of grass shall be incidental to the work.

Mowing equipment shall be approved by the Engineer prior to work.

ITEM 765.635 (Continued)**OVER-SEEDING**

Areas of bare ground greater than 2-3 feet in diameter shall be over-seeded with the specified mix during the appropriate season for seeding. Where required for overseeding mowing shall be as close to the soil as possible. Soil that is compacted shall be raked or otherwise roughened prior to over-seeding.

Over-seeding rates and methods shall those specified above under Materials and Methods. Following over-seeding, soil shall be lightly tamped to ensure seed to soil contact and areas shall be mulched with straw mulch and watered with a fine mist to moisten soil to a depth of at least 2 inches.

Over-seeding, mulch, watering, and all work for over-seeding shall be incidental.

DETERMINING SATISFACTORY GRASS ESTABLISHMENT

A well-established stand of the specified seeded species as determined by the Engineer and the MassDOT Landscape Architect will be required for Final Acceptance. The expectation is that an acceptable number and variety of the desired permanent seeded species (not the cover crop) will be visible. Generally:

- A minimum of 75% coverage by the specified permanent seeded species after one growing season. Of that percentage, generally, depending on the mix species:
 - At least 3 types of the permanent seeded grass species shall be visible.
 - At least 3 species of wildflowers shall be visible.
- There will be no significant gaps or bare soil (generally 2-3 feet in diameter or greater).
- There will be no more than 25% coverage by weed species.
- All soil shall be stabilized and there shall be no channeling or erosion.
- There will be no invasive or aggressive species within the stand at the time of acceptance.
- There shall be no evidence of seed from non-native mixes (i.e., clover) due to failure to clean the hydroseeding tank or using incorrect mix.

Invasive and aggressive weeds (such as mugwort, ragweed, knapweed, and chicory) must be cut or treated prior to going to seed for Interim Acceptance. Herbicide treatment must be coordinated with MassDOT.

A warm-season grass mix with perennials will not have uniform growth. A uniform stand of grass may indicate use of an incorrect mix.

ACCEPTANCE OF SEEDING AND ESTABLISHMENT WORK

Conditional Acceptance shall be based on proper application of seed as specified herein.

ITEM 765.635 (Continued)

Interim Acceptances of Care. Seeding will be inspected by mid-July in each season, year one (1) and year (2) , to assess germination and Establishment conditions as described above. When necessary for Interim Acceptances, areas shall be mowed prior to weed species producing seed and as specified above under Weed Control. ***Areas requiring weed control that are not mowed prior to weed seed dispersal will not be approved for Interim Acceptance.*** Seeding that shows good germination and is determined by the Engineer and Landscape Architect to not require weed control at time of inspection shall be accepted for Interim Acceptance payment.

Final Acceptance of Establishment shall be given upon satisfactory Establishment as described above.

If the seeded area fails to meet the requirements of Establishment by the end of the first growing season, Contractor shall propose and implement remediations and site shall be inspected during the following growing season after July 1st. All remediation shall be at the Contractor's expense.

METHOD OF MEASUREMENT

Item 765.635 Native Seeding and Establishment will be measured for payment by the square yard, complete in place.

BASIS OF PAYMENT

Item 765.635 Native Seeding and Establishment will be paid at the contract unit price by the square yard upon Conditional, Interim, and Final Acceptances as described above. This price shall include all submittals, seeding, rolling to ensure seed-to-soil contact, weed control, water, over-seeding, labor, materials, equipment, and all incidental costs required to complete the work of establishing a satisfactory stand of grass.

Native seed and cover crop mixes shall be compensated under the respective items.

Site preparation, including raking, tilling, removal of debris and stones, and other work to the prepare site for seeding shall be incidental to this work. If used, Ordinary Borrow and Compost Blanket shall be compensated under their respective item.

Mowing for weed control will be incidental to this item.

Schedule of payment shall be as follows:

30% upon Conditional Acceptance

20% upon first (1) Interim Acceptance of Care, except this amount will be reduced to zero and final payment will be reduced accordingly when areas requiring weed control are not mowed as specified in the Interim Acceptance criteria.

20% upon second (2) Interim Acceptance of Care, except this amount will be reduced to zero and final payment will be reduced accordingly when areas requiring weed control are not mowed as specified in the Interim Acceptance criteria.

30% upon Final Acceptance of Establishment

ITEM 767.122**SEDIMENT BARRIER - COIR LOG****FOOT**

The work under this item shall conform to the relevant provisions of Subsections 101, 120, 170, and 751 of the Standard Specifications and the following:

Sediment Barrier - Coir Log shall be used in wet locations where the barrier will not require removal; when barrier is placed immediately adjacent to existing wetlands; as a check dam in swales; in locations as shown on the Drawings; and/or in locations required by the Engineer.

Permits, Codes and Regulations: The Contractor shall comply with all rules, regulations, laws and ordinances of the City/Town and State, and all other authorities having jurisdiction over the Project site. All labor, materials, equipment, and services necessary to make the work comply with such requirements shall be provided by the Contractor without additional cost to the Department.

MATERIALS

Coir Log: Coir Log shall be biodegradable coir fiber cylindrical bundles. Inner core shall be 100 percent unsorted, well-cleaned, coir fiber uniformly distributed along the length of the log. The stuffed density of the coir fiber shall be a minimum of 9 pounds per cubic foot.

Outer netting shall be constructed from a minimum 3-ply high strength coir bristle twine. The netting shall have 2-inch by 2-inch rhombic openings with hand-knotted junctions. The average breaking strength of the coir twine shall be a minimum of 80 pounds. Production tolerance for all the above parameters shall not exceed plus or minus 10 percent.

Coir log diameter shall be sized as shown on the drawings. Typical lengths are supplied in 10 foot or 20-foot increments. Coir logs or coir netting may not be cut to decrease length and shall maintain the physical properties as supplied by the Manufacturer.

Notched Wood Stakes: Stakes shall be oak or southern pine with dimensions as shown on the Drawings. Stakes shall be free from knots and other defects which would cause splitting and shall have a downward-angled notch as shown in the drawing.

Coconut Fiber Cord: Coconut fiber cord shall be two-ply braided cord with a breaking strength of 80 pounds, minimum 0.25-inch diameter.

Delivery, Storage and Handling: Protect materials from deterioration during delivery and while stored at site.

CONSTRUCTION METHODS

General: Prior to initial placement of the coir log sediment barrier, the Contractor and the Engineer shall review locations specified on the plans and adjust placement, if required, to ensure that the coir log positioning and configuration will provide maximum sediment capture. Coir log sediment barrier(s) shall be in place prior to excavation work and no work shall take place outside the coir log barrier(s).

ITEM 767.122 (Continued)

Installation: Coir logs shall be staked and secured as shown on the Drawings, as specified herein, and/or as recommended by the Manufacturer. The Contractor shall remove all underlying vegetation or debris to ensure that each coir log is securely in contact with soil, such that there is no flow beneath the log.

When used as a check dam barrier in a swale, the coir log shall be centered in the low point of the swale, perpendicular to the flow, with ends extending upslope. The log check dam barrier shall extend such that the log top elevation at the center of the swale is lower than the lowest elevation at the end log, to ensure that sediment-laden runoff will flow either through or over the coir log but not around it. The coir log check dam barrier shall have length such that no seams occur in the swale.

Notched wood stakes shall be driven parallel on both sides of the coir log at a typical spacing of 5 feet on center, unless site conditions warrant a closer spacing distance to ensure logs are firmly secured to the underlying soil. Stakes shall not extend more than 1 foot beyond the top of the log. Coir twine shall lash the logs to notched stakes in a cross-lashing fashion between stakes, throughout the length of the log barrier.

When utilizing multiple logs for sediment control, each coir log shall be laced together end-to-end (creating a seam) with coir twine to create a continuous length. End-to-end lacing may be completed before or after placement, to facilitate handling.

Maintenance: Maintenance of the coir log sediment barrier shall be per the Stormwater Pollution Prevention Plan (SWPPP).

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. The Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract. Under no condition shall sediment be allowed to accumulate more than 4 inches above the original ground line.

If a breach or other failure of the barrier occurs, the barrier shall be immediately restored. Repair shall include replacement of entire defective segments or for short breaches, revetment with additional coir logs, set directly adjacent to the downslope side of the breach. Revetment coir logs must overlap breach by a minimum of 2 feet on each side. The Engineer must approve breach repair means and methods as well as outcome.

If the coir log sediment barrier is damaged by equipment or undergoes a significant washout or other major failure, the Contractor shall replace the component in its entirety, at the discretion and approval of the Engineer. Any delay in maintaining the barrier shall be cause to immediately suspend the work as provided for in Subsection 8.09: Delay and Suspension of Work.

ITEM 767.122 (Continued)

Disposition/Removal: For naturalized areas, coir logs and wooden stakes may be left in place to decompose on-site. For areas where, in the determination of the Engineer, aesthetics are a concern, logs, errant coir fiber material, and stakes may require removal.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.122 Sediment Barrier - Coir Log will be measured for payment by the FOOT, complete in place and will be paid for at the Contract unit price per FOOT, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for coir log(s) follow-up maintenance and repairs, or disposal (if required), but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 769.1 PAVEMENT MILLING MULCH FOR SHOULDERS SQUARE YARD

The work under this Item shall conform to the relevant provisions of Subsection 769 of the Standard Specifications and the following:

The work shall consist of excavation, disposal, leveling area to be mulched, furnishing and placing geotextile fabric under guardrail, and placing 4" of pavement millings on top the fabric as shown on the plans and/or as required by the Engineer

MATERIALS

The geotextile fabric shall conform to M9.50.0: Geotextile Fabrics for Stabilization Fabric.

CONSTRUCTION METHODS

The existing area to be mulched shall be excavated to a depth of 4 inches.

The placement of the pavement milling mulch shall be 4 inches deep.

The mulched area will generally be 3 ft wide and start at the back of the berm, sloped edging, curb or edge of roadway pavement. In end treatment areas where the guard rail is set back from the edge of roadway, the mulch will extend from the edge of roadway to 6 in. behind the back of the guard rail posts.

Where the milling mulch is being placed at locations of new guard rail installation, the fabric and millings shall be placed prior to placing the guard rail. When posts are to be driven, the millings shall be moved aside in the vicinity of the post, the fabric cut, and then the posts shall be driven. After the posts are driven, the millings shall be raked closely around the posts.

During placement and compacting, pavement millings larger than 1.5 inch shall be removed.

METHOD OF MEASUREMENT

Item 769.1 will be measured for payment by the Square Yard of pavement milling mulch installed, complete in place.

BASIS OF PAYMENT

Item 769.1 will be paid for at the Contract unit price per Square Yard, which price shall include all labor, materials, equipment, excavation for milling mulch installation, disposal of excavated materials, grading, leveling, compacting, debris removal, area preparation for pavement milling mulch placement, geotextile fabric, and all incidental costs required to complete the work.

<u>ITEM 773.436</u>	<u>PINE - WHITE 5-6 FEET</u>	<u>EACH</u>
<u>ITEM 776.521</u>	<u>MAPLE - RED 8-10 FEET / #15</u>	<u>EACH</u>
<u>ITEM 776.525</u>	<u>MAPLE - RED 1-1.5 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 777.033</u>	<u>OAK - NORTHERN RED 1-1.5 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 777.035</u>	<u>OAK - NORTHERN RED 8-10 FEET</u>	<u>EACH</u>
<u>ITEM 777.037</u>	<u>OAK - BLACK 1-1.5 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 783.058</u>	<u>CUMULUS SERVICEBERRY - 1.5 INCH CALIPER</u>	<u>EACH</u>
<u>ITEM 789.335</u>	<u>CHOKEBERRY - BLACK 2-3 FEET/#3</u>	<u>EACH</u>
<u>ITEM 789.802</u>	<u>SWEETFERN 2-3 FEET</u>	<u>EACH</u>
<u>ITEM 794.330</u>	<u>SUMAC - SMOOTH 2-3 FEET</u>	<u>EACH</u>
<u>ITEM 795.120</u>	<u>SUMAC - STAGHORN 3-4 FEET</u>	<u>EACH</u>
<u>ITEM 795.240</u>	<u>VIBURNUM - MAPLELEAF 3-4 FEET</u>	<u>EACH</u>

The work under these Items shall conform to the relevant provisions of Subsection 771 of the Standard Specifications and the following:

The work shall include the coordinating, sourcing, and procuring of plants and materials; wrapping plants for transport; excavating plant pits and/or plant beds; placing backfill loam; adding soil amendments/fertilizers; staking or guying; mulching, watering, weeding; replacing unsatisfactory plants and materials; and removing and disposing tags, stakes, guys, containers, unused materials, or other planting debris, off-site.

The Contractor shall be responsible to schedule planting operations to include all inspections, including Final Acceptance, within the overall time frame of the project.

MATERIALS

Botanical and common names shall conform to the USDA Plant Database.

PRE-PLANTING COORDINATION

Qualifications

The Contractor performing the work under this Section shall have a minimum of five (5) years' experience and shall have demonstrated expertise in the management, handling, installation, and maintenance of plants in landscape construction projects. demonstrated landscape construction experience and expertise shall be presented to the Engineer, if requested, at the Plant Coordination Meeting, (described below).

Examination of Conditions

All areas to be planted shall be inspected by the Engineer and approved for planting before planting work begins.

All plants are the full responsibility of the Contractor between the time of approval at the nursery and Final Acceptance. Requirements may include the potential need for storing and maintaining plants temporarily and/or re-handling plants prior to final installation.

ITEMS 773.436 and 795.240 (Continued)**Planting Coordination Meeting**

At a time to be determined and coordinated by the Contractor and approved by the Engineer, the Contractor, Landscape Contractor, and Engineer must meet to review and coordinate planting work efforts within the context of the overall project schedule and requirements. This meeting must be scheduled a maximum of six (6) months prior to an anticipated planting date, and a minimum of three (3) months prior to an anticipated planting date. For larger projects, this requirement shall be adjusted to allow for extended time periods (one (1) year or more) and sourcing coordination, allowing for the need to procure larger quantities of plants.

At this meeting and if requested by the Engineer, the Contractor shall present his demonstrated experience on landscape projects for approval.

The Contractor shall provide an anticipated timeline(s) and methodology for plant sourcing at nursery(s); plant tagging and approvals; coordinating submission of material samples, test results, certifications; and any project specific issues that may affect a successful planting effort. For larger projects, the Contractor shall provide a written Plant Sourcing Plan including identified nurseries and preliminary species anticipated from each nursery. Written updates to the Plant Sourcing Plan shall be provided prior to each Spring planting season. Fall digging hazard plants require coordination during the spring digging season, as well as coordination of temporary above ground storage prior to anticipated fall planting dates. Ideally, fall digging hazard plants shall be stored at the nursery prior to planting.

SAMPLES AND SUBMITTALS

- 1) A minimum one (1) months prior to planting, the Contractor shall submit:
 - a) Loam samples specified under Division III, Materials, if sampling and testing has not already been specified, performed, and submitted under other work sections.
 - b) The nursery supplier list(s) indicating current and projected availability of plants for the project. Each plant shall match the quantity, size, common and botanical name, and cultivar of the plant specified.
 - c) Certifications for proposed materials, attesting that the materials meet the requirements specified: including compost, in-organic amendments, fertilizers, or other soil modification agents. No materials shall be ordered until submittals have been approved by the Engineer. Delivered materials shall match the certifications.
 - d) When the types and sizes of plants are not available, the Contractor may submit written recommendations for substitutions for approval by the MassDOT Landscape Architect. Substitutions proposed by the Contractor shall have equivalent overall form, height, characteristics, and must be approved prior to tagging.
- 2) At time of plant delivery, the Contractor shall submit:
 - a) Nursery shipping lists for each load of plants arriving on site. Each shipping list shall indicate the quantity, size, common and botanical name, and cultivar of each plant delivered.
 - b) Plant certifications, attesting that each plant provided meets specified requirements.

ITEMS 773.436 and 795.240 (Continued)

- 3) After planting, from Conditional Acceptance to the end of the one (1) year Plant Establishment Period (see section 771.40), and the one (1) year Guarantee Period (see section the Contractor shall submit:
- a) Monthly watering logs, documenting weekly watering visits during the active growing season, (April 1– November 15).
MassDOT Watering Log, see: <https://www.mass.gov/doc/watering-log-for-massdot-plantings/download>.

PLANT TAGGING AND APPROVALS

The Contractor shall request the Engineer provide a representative for the inspection and approval of nursery plants a minimum of three (3) weeks prior to the anticipated plant delivery to site.

The nursery shall flag each tree and three (3) samples of each species and size of shrub, vine, groundcover and/or perennials for approval by the Engineer's representative. Plants delivered shall match the approved samples.

Photographic samples may be submitted in lieu of the plant tagging visit, if requested or approved by the MassDOT Landscape Architect. Each photograph shall be at an appropriate resolution to discern relevant plant features. Each photograph shall contain a measurable scale element, such as a survey rod, ruler, caliper, or tape measure, to visibly measure height and/or width. The scale element shall be situated at an appropriate location, such as the top of the root ball or container soil level, to determine the relevant size of the plant. Photographs shall be grouped and submitted in a Microsoft PowerPoint or Adobe pdf format as a single file. Each image shall include a label for each plant indicating botanical and common name, cultivar, and size.

Approval of plants, whether at the nursery or through a photographic process, shall not prevent the right of inspection and rejection of plants deemed unacceptable, upon delivery at the site or during the progress of the work. The cost of plant replacement(s) due to plants being rejected by the Engineer at the site shall be borne by the Contractor.

CONSTRUCTION METHODS

The work of installing plants shall include staking plant and plant bed locations prior to planting, if required; digging planting pits and plant beds; providing loam, soil amendments, fertilizers, mulching, and watering.

ITEMS 773.436 and 795.240 (Continued)

Seasons for Planting

Calendar guidance for planting is as follows:

Table 771.31-1: Calendar Guidance for Planting B&B and Containerized Plants

Season	Plant Type	Planting Dates
Spring	Deciduous Plants	Apr 1 through Jun 15
Spring	Evergreen Plants	Apr 15 through Jun 15
Fall	Deciduous Plants	Sep 15 through Nov 15
Fall	Evergreen Plants	Sep 1 through Oct 15

Planting outside the calendar guidance windows shall require submission of a written request and approval from the MassDOT Landscape Architect.

Site Preparation Prior To Planting

Contact DIGSAFE and other utilities if coordination has not already occurred for other phases of project. The Contractor shall be responsible for locating all underground utilities within ten (10) feet of the proposed planting locations.

Stake or flag each tree pit, shrub pit, and plant bed location, for the Engineer's or representative's approval prior to pit or bed digging. Separate colored stakes or flags may be used to distinguish deciduous and coniferous plant locations.

Prior to the installation of any plants, the Contractor shall dig a test pit to ensure soil percolation rates are adequate to ensure successful drainage within the plant pit or bed. Percolation of less than one (1) inch per hour shall require corrective drainage measures as recommended by the Contractor and approved by the Engineer. Corrective measures may also include moving the plant or plant bed location.

Plant Preparation, Delivery, And Storage

The Contractor shall notify the Engineer a minimum of ten (10) calendar days prior to the proposed arrival of plants to the site. The Contractor shall also notify the MassDOT Landscape Architect, Peter Spellmeyer, Peter.R.Spellmeyer@dot.state.ma.us, and the Lincoln Conservation Department Staff, (781) 259-2612.

All plants shall be packed to arrive at the delivery point in good growing condition and shall be kept moist for delivery and during transit. Plants shall be covered during shipping to protect against wind damage and desiccation. Special precautions shall be taken to avoid any unnecessary injury to, or removal of fibrous roots. Each species or variety shall be handled and packed in a secure manner and not overpacked. Each plant shall include a label or tag indicating botanical name, common name, and cultivar.

ITEMS 773.436 and 795.240 (Continued)

On the day of plant delivery and for remaining plant installation operations, the Contractor shall ensure a filled water truck or other approved water source is on-site and that plants are watered immediately following delivery and unloading.

Shipment(s) of plants shall be scheduled to minimize the time between arrival and installation at the construction site. Plants shall be stored in an approved location that is out of direct sunlight and wind. Plants shall NOT be stored on a paved surface. The Contractor shall store plants in wood chips, loam or mulch and shall provide watering to maintain containers and rootballs in a moist condition at all times prior to installation. The Engineer will reject plants that have not been kept adequately moist.

All storage of plants shall be at the risk and cost of the Contractor.

Plants shall not be stored on site for longer than five (5) calendar days, unless otherwise permitted by the Engineer.

PLANTING

Planting details shall be as shown on the Drawings.

The Contractor shall apply appropriate amendments/fertilizers to the plant backfill loam per the manufacturers, material, or testing specifications.

For ball and burlap plants, remove rope, wire baskets, and burlap completely from the rootball after the plant has been placed and stabilized in the pit. The backfill loam shall be placed with care taken not to injure or bruise the roots. Trees that remain unstable after backfilling shall be staked or guyed as specified below.

If required, remove excess soil from the top of the root ball to expose the root flare and cut away any small feeder or girdling roots. Circling roots shall be pruned or straightened to the extent possible.

Place planting backfill loam in layers of not more than six (6) inches and water each layer sufficiently to settle soil before the next layer is placed.

For fabric bag grown plants, remove the bag completely. Place backfill loam as above.

For container plants, score or butterfly-cut the rootball prior to planting. All containers shall be removed completely.

Water plants during and immediately following planting and thoroughly moisten rootball and plant backfill loam. Water at least one (1) additional time within a twenty-four (24) hour period. The Contractor shall replace any plants injured or damaged due to the lack of water or too much water, at his/her own expense.

ITEMS 773.436 and 795.240 (Continued)

Plants shall not be wrapped after installation. Wounds shall not be painted. Trees shall not be staked or guyed unless wind, plant instability, or other local conditions require additional stabilization.

All plant tags or labels, wire baskets, burlap remnants, containers, and any other installation debris shall be removed and disposed of off-site.

Plants not installed or settled at the appropriate grade, as shown on the Drawings, shall be immediately raised, or lowered, to the correct grade.

Tree Staking And Guying

Trees up to three (3) inch caliper shall be supported by a minimum of two (2) stakes, set on opposite sides of the plant, driven firmly into the ground. The stakes shall not be higher than three-quarters (3/4) the height of the tree. Secure the tree to the stakes with biodegradable fabric tree strap webbing.

Trees three (3) inches caliper or greater, shall be securely guyed by biodegradable fabric tree strap webbing and anchors. Three (3) anchors shall be equally spaced around the tree. Webbing shall be fastened around the tree trunk immediately above the first substantial limb and anchored at a distance from the trunk equal to two-thirds of the height of attachment to the tree. The anchor stake shall be firmly driven at an angle and to a depth of at least two (2) feet, with the excess length of anchor stake cut off three (3) inches above finished grade.

Staking, guying, and removal at the end of plant establishment shall be incidental to tree installation.

Mulching

Mulch shall be furnished and placed to the depth indicated on the Drawings. For shrubs, vines, groundcovers and/or perennial beds, the Contractor shall ensure that the plants are not covered with mulch.

Pruning

Plants shall be pruned at the time of planting, to remove minor broken or damaged twigs, branches, or roots. Pruning shall conform to the relevant provisions of ANSI A300 *Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance, Part 1: Pruning, Part 6: Planting and Transplanting*, available from Tree Care Industry Association and International Society of Arboriculture.

Pruning shall be performed with a sharp tool and shall be done in a manner to retain or encourage the natural growth characteristics of the plant. A main tree leader shall never be cut. Plant damage deemed significant shall be cause for rejection by the Engineer and immediate replacement.

ITEMS 773.436 and 795.240 (Continued)**Plant Care After Planting**

Plant care shall commence following planting and continue for a one (1) year Plant Establishment Period. During this period plant care shall include watering; weeding; plant adjustments; and removing dead plants and replacing them with new healthy plants.

Watering

From April 1 to November 15, plants shall be watered at least weekly, when the average daily temperature exceeds fifty-five degrees Fahrenheit (55°F), and when weekly precipitation is less than one (1) inch, as determined by local National Weather Service data: <https://forecast.weather.gov>.

The Engineer shall be notified a minimum of twenty-four (24) hours prior to each watering visit. Watering shall be sufficient to provide moist soil to a depth of six (6) inches. Trees will require a minimum of ten (10) gallons of water per week. Shrubs will require a minimum of five (5) gallons of water per week. Vines and perennials will require a minimum of two to three (2-3) gallons of water per week. Groundcovers will require a minimum zero point six (0.6).gallons or 1 inch of water per one (1) square foot per week.

Drip irrigation bags may be used only with permission from the MassDOT Landscape Architect. Trees or shrubs planted after October 15 shall be thoroughly watered at the time of planting, after which subsequent watering will not be required until the following season.

A watering log shall be submitted to the Engineer at the end of each month or as otherwise requested by the Engineer.

Failure to submit the watering log and/or to notify the Engineer of watering visits shall result in deductions or non-payment for plants at the Interim and Final Acceptance inspections. This may include rejection of plants that have healthy foliage at the time of inspection but have been compromised (root system loss) due to lack of water during establishment.

Weeding

All planting pits and beds shall be maintained weed free throughout the Plant Establishment Period and shall be weed free at Final Acceptance. At a minimum, weeding shall be done in June and again at the end of August, and/or as required by the Engineer or MassDOT Landscape Architect.

Weeding shall include the removal of the weed root systems. The Contractor shall have appropriate tools for weed removal. When approved by the MassDOT Landscape Architect, weed management may be done with a line trimmer or mower.

ITEMS 773.436 and 795.240 (Continued)**Plant Adjustments**

All plants shall be kept plumb and at the appropriate grade to surrounding elevations, as indicated on the Drawings. Adjustments include resetting plants higher or lower, re-establishing plant saucers, and re-mulching plant pits or beds as may be required to meet specifications.

Replacement Of Dead Or Rejected Plants

Any dead or rejected plants shall be replaced with plants as originally specified or with approved substitutes. The Contractor shall submit a written request for plant substitutions. Replacement plants shall conform to the provisions of this section, except for the requirements for establishment and guarantee.

INSPECTIONS, ESTABLISHMENT AND GUARANTEE

Inspections, Establishment and Guarantee of plants shall be as follows:

Conditional Inspection And Acceptance

Following planting, the Contractor shall request an inspection for Conditional Acceptance of the plants and planting beds. The Contractor, Engineer, and the MassDOT Landscape Architect will inspect the plants, planting beds, and planting methods. Acceptance of plants, plant beds and planting methods shall mark the beginning of the one (1) year Plant Establishment Period.

Inspections may include the Lincoln Conservation Department Staff, if and as available.

If, in the Engineer's opinion, plant materials, workmanship or maintenance is deficient, acceptance will not be granted, and the planting period for all the plants shall be extended until plant replacements are made or other deficiencies are corrected. All dead, declining, or unsatisfactorily maintained plants shall be removed promptly from the project.

Establishment Period

Plants shall receive establishment care for twelve (12) months from the date of Conditional Acceptance. Plant care shall begin immediately after each plant is planted to ensure the viability of the plant throughout the Establishment Period.

Plants shall be straightened, re-staked and re-guyed, if utilized, watered, mulched, weeded, fertilized, cultivated and otherwise cared for, and shall be protected until acceptance at the end of the Establishment Period.

The watering of plants during the Establishment Period shall follow the standards set forth in item Watering above.

ITEMS 773.436 and 795.240 (Continued)

The Contractor shall meet with the MassDOT Landscape Architect semi-annually during the Establishment Period to inspect the plantings and shall take immediate action to identify potential problems and undertake corrective measures. If required, the Contractor shall engage professional specialists such as arborists and horticulturists to inspect plants, identify problems, recommend and carry out remedial procedures.

Defective work shall be corrected immediately after becoming apparent, weather and season permitting. Plants that die during the Establishment Period shall be removed at once. Replacement of dead plants shall be done immediately if during the specified installation season. If a dead plant has been removed out of planting season, the Contractor shall wait until the beginning of the subsequent planting season, at which time the replacement plant will be planted.

If unable to plant immediately or removal is out of season, the plant pit shall be filled and covered with materials acceptable to the Engineer. If a tree to be replaced is a fall hazard species the Contractor shall wait until the beginning of the spring planting season, at which time the replacement tree will be planted. If a species is a fall hazard MassDOT reserves the right to have the tree replaced with a species of tree that is not a fall hazard.

Replacements shall be of the same species (at MassDOT's discretion) and size and shall conform in all respects to the specifications for furnishing and installing new plants. Replacements shall be maintained and guaranteed as specified for the original plantings.

At the end of the Establishment Period, the Contractor, Engineer, and MassDOT Landscape Architect will carry out an inspection to determine if the work is acceptable. Each plant must exhibit the form typical to its species with at least 75% of its terminal stems have viable leaves (in season) and terminal buds, as well as live cambium. Any tree that is dying from the top down as well as any tree that has lost its central leader will be rejected. All weeds must be removed and mulch restored to specified depth. Based on the inspection, the MassDOT Landscape Architect will prepare a list of deficiencies in the work. When the deficiencies are corrected to the Engineer's satisfaction, and if the watering was completed as outlined in item Watering, the Engineer will issue a written notice beginning the Guarantee Period. All this work must be satisfied as a condition of Acceptance and release of retainage.

Guarantee Period

Following completion of the Establishment Period, plants shall be guaranteed for a period of one (1) year. During the Guarantee Period the Contractor shall provide plant care as required to produce an acceptable planting at the Final Inspection. Care requirements shall match those noted for the Establishment Period above.

At the end of the Guarantee Period, a Final Inspection with the Contractor, the Engineer, the MassDOT Landscape Architect, and the LCC Representative will be held to determine whether any plant material replacements are required.

ITEMS 773.436 and 795.240 (Continued)**Final Inspection**

To be found acceptable at Final Inspection, each and every plant shall have been established in place for two (2) years, shall show at least 75% healthy growth and shall have the natural character of its species as determined by the MassDOT Landscape Architect. Any tree that has lost its central leader or exhibits die-back from its central leader will be rejected. All weeds must be removed and mulch restored to specified depth. Any plant that is not rooted solidly in the ground will have to be re-planted at the expense of the Contractor.

Plants shall be replaced, as required to meet qualifying standards, at any time during the Establishment and Guarantee Period. At the end of the guarantee period, one hundred percent

(100%) of the specified and installed plants shall be found viable and healthy. Cost of replacements shall be borne by the Contractor, except when such replacement is required due to vandalism or neglect by others.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Items 773.436, 776.521, 776.5221, 777.035, 777.036, 777.037, 783.058, 789.335, 789.802, 794.330, 795.120, 795.240 will be measured and paid per Subsections 771.80 and 771.81, respectively.

Payment Schedule

The Engineer will determine retainage based upon approval of plants at each inspection, as follows:

- 40% upon Conditional Acceptance;
- 30% upon Establishment Acceptance, which will include review and approval of watering logs;
- 30% upon Guarantee (Final) Acceptance.

<u>ITEM 810.1</u>	<u>2 – 4 INCH UNDERGROUND CONCRETE ENCASED TEMPORARY AND PERMANENT CONDUIT (EVERSOURCE)</u>	<u>FOOT</u>
<u>ITEM 810.2</u>	<u>1 – 4 INCH UNDERGROUND CONCRETE ENCASED TEMPORARY AND PERMANENT CONDUIT (VERIZON)</u>	<u>FOOT</u>

The work under these Items shall conform to the relevant provisions of Subsection 801 of the Standard Specifications and the following:

The work under these items shall consist of removing and disposing of the existing underground concrete encased conduits with all the wirings and replacing the new wire in underground concrete encased temporary and permanent conduits as shown on the plan or as required by the Engineer. All existing and new wires will be removed and installed by Eversource and Verizon. One (1) of the two (2) conduits installed under Item 810.2 will be a spare communications conduit for future use by MBTA. After the permanent conduits are installed, the Contractor shall remove and dispose of the temporary conduits. The contractor shall request the work order with Eversource to disconnect/reconnect electric service to MBTA facility for both the temporary and permanent service relocation.

All distribution ductbank construction and materials including trench, excavation, and backfill shall conform to Eversource and Verizon Standard Details and Specifications. The representatives from Eversource and Verizon shall be notified for all electrical conduit installed. The work must be performed by an Eversource and Verizon approved Contractors. The splicing will be done by the representatives of Eversource and Verizon.

METHOD OF MEASUREMENT

Item 810.1 and 810.2 will be measured for payment by the foot between end terminals along the center line of the underground concrete encased conduit bank as actually installed, complete in place.

BASIS OF PAYMENT

Item 810.1 and Item 810.2 will be paid for at the respective Contract unit prices per Foot, which price shall include all labor, materials, equipment, underground concrete encased conduit installation, maintained in place, furnishing and installing all conduits, couplings, expansion fittings, elbows, bends, caps, sleeves, clamp, hangers, reducers, tees, jointing compound, sealing compound, spacers, all excavation (except Class B Rock) or jacking required, backfilling of the trenches, chipping or sawing of pavement, bedding or hanging of conduit, , remove and dispose of existing underground and temporary conduits, work order for disconnect/reconnect electric service, warning tapes, concrete encasement, grounding clamps, and all incidental costs required to complete the work.

ITEM 810.4**PTC OVERHEAD WIRE RELOCATION****FOOT**

The work under this Item shall conform to the relevant provisions of Subsection 801 of the Standard Specifications and the following:

The work under this item shall consist of removing and disposing of the existing overhead PTC wire running under the bridge and replacing it with a new wire in underground concrete encased permanent conduit (1-4" Schedule 40) as shown on the plan or as required by the Engineer.

The trench shall be excavated to the width and depth shown on the plans. All ductbank construction and materials including trench, excavation, and backfill shall conform to MBTA Standard Details and Specifications. A representative from MBTA shall be notified for all electrical conduit installed. The work must be performed by an MBTA approved Contractor. The splicing will be done by a representative from MBTA. Also included under this item is installation of a Steel Guy Wire and Anchor for the two end poles.

METHOD OF MEASUREMENT

Item 810.4 will be measured for payment by the Foot PTC overhead wire relocated, complete in place.

Measurements will be taken between end terminals along the center line of the conduit as actually installed.

BASIS OF PAYMENT

Item 810.4 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, furnishing and installing all conduits, couplings, expansion fittings, elbows, bends, caps, sleeves, clamp, hangers, reducers, tees, jointing compound, sealing compound, galvanized riser and sweep, galvanized steel straps, riser pipe, excavation (except Class B Rock) or jacking required, backfilling of the trenches, chipping or sawing of pavement, bedding or hanging of conduit, remove & dispose of existing PTC overhead wire, warning tape, spacers, mule tape, concrete encasement and grounding clamps for ground and weatherhead, and all incidental costs required to complete the work.

<u>ITEM 810.5</u>	<u>RELOCATED ELECTRIC (8-4 INCH PVC SCHEDULE 80)</u>	<u>FOOT</u>
	<u>UNDERGROUND CONDUIT DUCTBANK (MBTA)</u>	
<u>ITEM 810.6</u>	<u>RELOCATED PTC/ATC UNDERGROUND</u>	<u>FOOT</u>
	<u>3-1.5 INCH CONDUIT DUCTBANK (MBTA)</u>	

The work under this Item shall conform to the relevant provisions of Subsection 801 of the Standard Specifications and the following:

The work under these Items shall consist of removing and disposing of the existing underground conduits with all the wirings and replacing the new underground concrete encased conduits as shown on the plan or as required by the Engineer. All existing and new wires will be removed and installed by MBTA.

All distribution ductbank construction and materials including trench, excavation, and backfill shall conform to MBTA Standard Details and Specifications. The representative from MBTA shall be notified for all electrical and cable conduit installed by the contractor. MBTA will provide wiring. The work must be performed by an MBTA approved Contractors. The splicing will be done by the representative of MBTA.

METHOD OF MEASUREMENT

Item 810.5 and Item 810.6 will be measured by the Foot between end terminals along the center line of the underground concrete encased conduit bank as actually installed, complete in place.

BASIS OF PAYMENT

Item 810.5 and Item 810.6 will be paid for at the respective Contract unit prices per Foot, which price shall include all labor, materials, equipment, furnishing and installing all conduits, couplings, expansion fittings, elbows, bends, caps, sleeves, clamp, hangers, reducers, tees, jointing compound, sealing compound, spacers, all excavation (except Class B Rock) or jacking required, backfilling of the trenches, chipping or sawing of pavement, bedding or hanging of conduit, , remove and dispose of existing underground and temporary conduits, work order for disconnect/reconnect electric service, warning tape, concrete encasement and grounding clamps for ground, and all incidental costs required to complete the work.

ITEM 810.7

**RELOCATED OVERHEAD
ELECTRICAL SERVICE TO MBTA FACILITY**

LUMP SUM

The work under this Item shall conform to the relevant provisions of Subsection 813 of the Standard Specifications and the following:

The work under this item shall consist of relocated overhead electrical service to MBTA facility including 10' wood pole, 100A 240/120v meter with (2) 80A 2p breakers, (2) step-up transformers, #6 copper wire, 10 #4 AWG CU XHHW-2 cable and all materials and equipment necessary to deliver power to MBTA facility.

All existing and new power sources will be removed and installed by Eversource including the 40' wood pole. The contractor shall request the work order with Eversource to disconnect/reconnect electric service to MBTA facility for the permanent service relocation.

BASIS OF PAYMENT

Item 810.7 will be paid for at the Contract unit price Lump Sum, which shall include all labor, materials, tools, equipment, and all incidental costs required to complete the work.

ITEM 810.8 **FIRE ALARM CABLE REMOVED AND DISCARDED** **FOOT**

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

An abandoned municipal fire alarm cable runs along Route 126. This cable shall be removed and discarded by the Contractor between Utility Pole #41 and Utility Pole #37 a distance of approximately 400’.

The work shall include the removal and discarding of the existing fire alarm cable as shown on the plans. All work shall be performed by persons properly licensed to perform such work on public utility poles.

The Contractor shall make all arrangements for the work with the Lincoln Fire Department, Fire Alarm Division, before beginning the work.

The Fire Department will confirm the fire alarm is abandoned in place. After the alarm has been disconnected, the Contractor will remove and discard the existing fire alarm cable.

METHOD OF MEASUREMENT

Item 810.8 will be measured for payment by the Foot of fire alarm cable removed and discarded.

BASIS OF PAYMENT

Item 810.8 will be paid for at the Contract unit price per foot, which price shall include all labor, materials, equipment, coordination with the Fire Department, and all incidental costs required to complete the work.

ITEM 811.15

ELECTRIC MANHOLE (MBTA)

EACH

The work under this Item shall conform to the relevant provisions of Subsection 801 of the Standard Specifications, and the following:

Electric manhole shall be constructed in conformance with Massachusetts Bay Transportation Authority (MBTA) Standard Details and Specifications as shown on the plans or as required but the Engineer.

Manhole shall be placed on a 6" layer of 3/4" crushed stone in conformance with Section M2.01.4 of the Standard Specifications.

A representative from MBTA shall be notified for all electric manhole installations. Utility work shall be performed by MBTA approved Contractor.

METHOD OF MEASUREMENT

Item 811.15 will be measured for payment by the Each electrical manhole (MBTA) installed, complete in place.

BASIS OF PAYMENT

Item 811.15 will be paid for at the contract unit price per Each installed, approved, maintained in place, and shall be considered full compensation for all labor which price shall include all labor, materials, equipment, ground ring and rods for equipment grounding, frame and covers, and all incidental costs required to complete the work.

ITEM 811.28 **TELEPHONE HANDHOLE 2' X 3' X 3' (VERIZON)** **EACH**

The work under this Item shall conform to the relevant provisions of Subsection 801 of the Standard Specifications, and the following:

The work under this Item consist of furnishing and installing telephone handhole as shown on the plans or as required by the Engineer.

Telephone handholes shall be in conformance with Verizon Standard Details 2'x3'x3' and Specifications.

Handholes shall be placed on a 6" layer of ¾" crushed stone in conformance with Section M2.01.4 of the Standard Specifications.

A representative from Verizon shall be notified for all telephone handhole installations. Utility work shall be performed by Verizon approved Contractor.

METHOD OF MEASUREMENT

Item 811.28 will be measured for payment by the Each telephone handhole (VERIZON) installed, complete in place.

BASIS OF PAYMENT

Item 811.28 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, ground ring and rods for equipment grounding, frame and covers, and all incidental costs required to complete the work.

ITEM 811.29 **ELECTRIC MANHOLE 4' X 6' X 6' (EVERSOURCE)** **EACH**

The work under this Item shall conform to the relevant provisions of Subsection 801 of the Standard Specifications and the following:

Electric manhole shall be in conformance with Eversource Standard Details and 4'x6'x6' Specifications.

Manhole shall be placed on a 6" layer of ¾" crushed stone in conformance with Section M2.01.4 of the Standard Specifications.

A representative from Eversource shall be notified for all electric manhole installations. Utility work shall be performed by Eversource approved Contractor.

METHOD OF MEASUREMENT

Item 811.29 will be measured for payment by the Each electrical manhole installed, complete in place.

BASIS OF PAYMENT

Item 811.29 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, ground ring and rods for equipment grounding, frame and covers, and all incidental costs required to complete the work.

ITEM 811.32

PULL BOX 4'X2.5'X4' (MBTA)

EACH

The work under this Item shall conform to the relevant provisions of Subsection 801 of the Standard Specifications and the following:

Pull Box shall be in conformance with Massachusetts Bay Transportation Authority (MBTA) Standard Details 4'x2.5'x4' and Specifications.

Pull Box shall be placed on a 6" layer of ¾" crushed stone in conformance with Section M2.01.4 of the Standard Specifications.

A representative from MBTA shall be notified for all electric manhole installations. Utility work shall be performed by MBTA approved Contractor.

METHOD OF MEASUREMENT

Item 811.32 will be measured for payment by the Each pull box (MBTA) installed, complete in place.

BASIS OF PAYMENT

Item 811.32 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment, ground ring and rods for equipment grounding, frame and covers, and all incidental costs required to complete the work.

ITEM 816.811 PORTABLE TRAFFIC CONTROL SIGNAL SYSTEM LUMP SUM

The work under this Item shall conform to the relevant provisions of Subsection 815 of the Standard Specifications, and the following:

This work consists of furnishing two (2) Portable Traffic Control Signal System (PTCSS) units and four (4) Cart Mounted Pedestrian Crossing System (CMPSC) to the Engineer, initial setup the signal timing, adjust signal timings as directed by the Engineer and maintaining an operational traffic control signal system during the duration of the staged construction of Bridge No. L-12-002 (Concord Road over MBTA).

The PTCSS and CMPSC shall comply with the requirements for Portable Traffic Control Signals and Portable Pedestrian Signals as defined in Chapter 4D of the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition, including all revisions.

Requirements include, but are not limited to, the requirements pertaining to signal heads, lamps, spacing of signal heads, clearance, number and size of signal faces and intercommunication. The PTCSS and CMPSC units shall utilize LED traffic signal indications that comply with the Institute of Traffic Engineers (ITE) specifications for "Vehicle & Pedestrian Traffic Control Signal Heads".

MATERIALS

Each unit shall consist of:

- Trailer with an attached level indicator on each axis to ensure the PTCSS is level in both directions;
- Structural support system;
- Mast-arm assembly;
- Lift mechanism;
- Regulated power supply;
- Solar powered with battery backup;
- 12" LED Signal Heads (one on the arm as well as one on the pole). Black backboard with yellow heads;
- Adjustable overhead mast arm;
- Pre-Emption System;
- Advanced Remote Monitoring;
- Clearance Time Extender;
- Radio/GPS communication to allow units to communicate with one another;
- Detection capability utilizing video detectors;
- "Countdown to Green" display;
- Lumination kit to light temporary signal intersection areas;
- MUTCD compliant LED pedestrian signal display with countdown timer;
- All necessary wire, cable and ancillary equipment.

ITEM 816.811 (Continued)

The unit(s) shall be of the following manufacture (or approved equal):

Street Smart Rental

3 Kane Industrial Drive
Hudson, MA 01749
1-888-653-6800

Horizon Signal

5 Corporate Boulevard
Reading, PA 19608
1-800-852-8796

Tower Sign and Signal Inc.

24838 Hettick Scottville Road
Hettick, IL 62649
1-888-882-1919

North America Traffic

7 Petersburge Circle
Port Colborne, Ontario L3K5V5
1-877-695-1646

TRAILER

The trailer shall be designed for safe transport at normal highway speeds of 55 mph. Lights, reflectors, and splash guards shall be provided to comply with Rhode Island Motor Vehicle Regulations. The PTCSS and CMPSC Systems shall be delivered with reflective tape, installed on all four (4) sides of the trailer. Each side of the trailer shall have the minimum equivalent of 72 square inches (465 square centimeters) of reflective tape.

STRUCTURAL SUPPORT

The deployed structure shall supply adequate support to allow complete traffic signal operation, including raising and lowering of the mast arm, and shall remain stable during wind gusts of 80 mph when stationary.

LIFT MECHANISM

- A. The lift mechanism shall be an electric or electrically assisted hydraulic or mechanically assisted manual mechanism capable of raising and lowering the mast arm.
- B. The mechanism shall be capable of being raised and lowered manually.
- C. A safety feature shall be provided to prevent the mast arm from lowering once in the raised position. If a safety bolt is used, a self-locking mechanism shall be incorporated into the safety bolt which prevents it from being inadvertently dislodged.
- D. The mast arm of the unit shall extend a minimum of 9 feet (2.7 m) from the roadside of the trailer and provide a minimum clearance of 17 feet (5.2 m) over the baseline established by the jacks.

ITEM 816.811 (Continued)**ELECTRICAL**

This system shall consist of a solar/battery power system and shall be capable of operating the PTCSS and CMPSC Systems for at least 14 consecutive days on batteries alone at 70°F (17.7°C). The system shall be designed to operate continuously within the State of Rhode Island, January through December. The PTCSS and CMPSC Systems shall be equipped with an on-board auxiliary charging system to enable the batteries to be recharged with a power generator in the event of a solar system failure or emergency situation. The Contractor's traffic signal technician shall provide 24-hour emergency service with a maximum 1-hour response time to ensure that the signals are operating properly in the event of an emergency or signal equipment power failure. A 24-hour contact shall be provided to the Engineer prior to temporary signal use.

The PTCSS and CMPSC units shall have the necessary equipment required to accommodate a strobe-based pre-emption request which provides a priority green phase in the direction of approaching emergency vehicles.

The PTCSS and CMPSC units shall be constructed or equipped for legal and easy transport on public highway systems.

The PTCSS and CMPSC units shall be equipped with stabilizing and leveling devices.

At the end of the construction period, the Contractor shall carefully remove the PTCSS and CMPSC units and load and haul them to the MassDOT facility as directed by the Engineer. The Contractor shall then unload the PTCSS and CMPSC units at a location designated by MassDOT representative within the drop-off site. Upon delivery the Contractor shall transfer ownership of the PTCSS and CMPSC units to MassDOT including all warranties and purchase documentation.

BASIS OF PAYMENT

Item 816.811 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, delivery and installation of all PTCSS and CMPSC units, maintenance of said PTCSS and CMPSC units, maintaining an operational traffic control signal system during the entire duration of staged construction; portable power generator in the event of an emergency condition or signal equipment power failure, moving or relocating each PTCSS and CMPSC units at the direction of the Engineer or for break-down and set-up of various construction phasing, and all incidental costs required to complete the work.

Payment of 90% of the Lump Sum bid price of this item will be made upon the initial installation and operational of the PTCSS and CMPSC units.

The remaining 10% of the Lump Sum bid price of this item will be paid after the removal and delivery of the PTCSS and CMPSC units to MassDOT facility.

ITEM 852.12**TEMPORARY PEDESTRIAN CURB RAMP****EACH**

The work under this item consists of furnishing, deploying, maintaining proper operating conditions, and removing temporary pedestrian ramps as part of a Temporary Pedestrian Access Route (TPAR) in order to guide pedestrians around a fully- or partially closed sidewalk. These devices are intended to prevent pedestrians from entering the work area and to prevent pedestrians from inadvertently entering the vehicle travel lane by providing visual and physical separation between each space.

MATERIALS

The Temporary Pedestrian Curb Ramp shall provide a 48-inch minimum width, with a firm, stable, and non-slip surface. Protective edging with a two (2) inch minimum height shall be installed when the curb ramp or landing platform has a vertical drop of six (6) inches or greater.

The Temporary Pedestrian Curb Ramp walkway and landing area surface shall be of a solid, continuous, contrasting color abutting up to the existing sidewalk.

If a Temporary Pedestrian Curb Ramp leads to a crosswalk, a detectable warning pad must be used at the base of the ramp; if it leads to a protected path that does not conflict with vehicular traffic then a detectable pad shall not be used.

CONSTRUCTION METHODS

The Temporary Pedestrian Curb Ramp shall be placed in an area as shown on the plans. The geometry and alignment of the facility shall meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities" and the Massachusetts Architectural Access Board.

The recommended width of the TPAR is 60 inches, but if constraints exist a minimum clear width of 48 inches shall be provided along its entirety. If a 60-inch width cannot be accommodated in full, a 60 inch by 60 inch passing space shall be provided every 200 feet or less along the TPAR. Turning areas shall be 60 inches by 60 inches minimum.

Lateral joints between any surfaces shall not exceed 0.5 inches. Lateral edges may be vertical up to 0.25 inches high and shall be beveled at 1V:2H between 0.25 inches and 0.5 inches.

The TPAR shall be kept clear of debris, snow, and ice and the Temporary Pedestrian Curb Ramps shall not obstruct drainage.

Removal and/or resetting of Temporary Pedestrian Curb Ramps shall be considered incidental.

METHOD OF MEASUREMENT

Item 852.1 will be measured for payment by the Each temporary pedestrian ramp.

BASIS OF PAYMENT

Item 852.1 will be paid for at the contract price per Each, which price shall include all labor, materials, equipment, furnishing, installing, resetting, removal, maintaining in good working condition, and all incidental costs required to complete the work.

ITEM 853.33

**TEMPORARY BARRIER- LIMITED
DEFLECTION (TL-3)**

FOOT

The work under this Item shall conform to the relevant provisions of Subsection 853 of the Supplemental Specifications and the following:

The limited deflection temporary barrier system shall have a maximum dynamic deflection of 3 inches or less.

ITEM 859.1 **REFLECTORIZED DRUMS WITH SEQUENTIAL** **DAY**
FLASHING WARNING LIGHTS

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 in 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 retroreflectivity.

The Contractor shall use one of the following sequential flashing warning light systems unless otherwise approved by the Engineer:

1. Empco-Lite LWCSO.
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 (10) drums in any merging or shifting taper as designated in the Temporary Traffic Control Plan 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

A group of ten (10) reflectorized drums with sequential flashing warning lights is considered one (1) unit and 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.

BASIS OF PAYMENT

Reflectorized Drums with Sequential Flashing Warning Lights 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 909.2 CEMENTITIOUS MORTAR FOR PATCHING SQUARE FOOT

The work under this Item shall conform to the relevant provisions of Subsection 901 of the Standard Specifications and the following:

The work under this Item consists of furnishing and placing a polymer-modified, cementitious, fast setting, trowel grade patching mortar to patch vertical surfaces on the existing substructures at areas of spalled, delaminated, or cracked concrete as directed by the Engineer.

MATERIAL

The polymer modified cementitious patching mortar shall conform to the following requirements:

The mortar system shall not contain chlorides, nitrates, added lime, or high silica cements. The system shall be non-combustible, either before or after cure.

<u>TYPICAL PROPERTIES OF CURED MATERIALS</u>	
Finishing Time	20-60 minutes after combining components
Color	Concrete Gray
Abrasion Resistance	6 times that of controlled concrete
Bond Strength	100% concrete substrate failure (Pull off method)
Modulus of Elasticity	4.5 x 10 ⁶ PSI
Surface Scaling	No Deterioration after 120 cycles (deicing salt solution and freeze/thaw)
Compressive Strength (2 hours, 50% RH)	150 PSI minimum
Compressive Strength (28 days, 50% RH)	5,500 PSI minimum
Flexural Strength (28 days, 50% RH)	1,300 PSI minimum

The system shall conform to the ECA/USPHS Standards for surface contact with potable water. The system shall not produce a vapor barrier. The system shall be thermally compatible with concrete.

ITEM 909.2 (Continued)**CERTIFICATION**

The Contractor shall furnish notarized certification that all materials conform to the above requirements. In addition, samples of all materials proposed for use shall be submitted to the Department's Research and Materials Section. To allow sufficient time for testing, these samples must be submitted at least six weeks prior to scheduled use.

SURFACE PREPARATION

The contractor shall remove all deteriorated and spalled areas as designated by the Engineer. All costs to remove the deteriorated and spalled concrete shall be compensated for under Item 127.1.

The Contractor shall have the approval of the Engineer certifying that all spalled and deteriorated concrete has been removed prior to patching deteriorated areas. If the deterioration of the vertical surfaces is deeper than one (1) inch, then the repair will be made in maximum lifts of one (1) inch deep. The preceding lift shall be allowed to reach final set before applying fresh material. The fresh mortar must be scrubbed into the preceding lift.

APPLICATION METHODS

Areas to be patched must be clean and sound. All loose and disintegrated concrete shall be removed by means of abrasive blasting, or an equivalent method, to a depth where sound concrete is exposed. Minimum patch depths at edges of patch shall be sawcut to one half (½) inch in depth. Abrasive blast existing concrete to remove all contaminants prior to applying mortar. Chipping methods are to be approved in advance by the Engineer.

At the time of application, surfaces should be damp (saturated surface dry) with no glistening water. Mortar must be worked into the substrate filling all pores and voids. Force the material against the edge of the repair, working towards the center. After filling, consolidate, then screed.

The maximum thickness of application in one pass shall be one (1) inch. If the depth of patch exceeds one (1) inch, the mortar shall be placed in two passes of approximate equal thickness, with a total thickness not to exceed two (2) inches. Before the first pass has achieved an initial set, the surface shall be prepared for the second pass by scratching with a trowel to form a grid of deformation on the surface.

Prime and work the mix into the substrate, filling all pores and voids. Avoid puddling of the primer on horizontal substrates.

ITEM 909.2 (Continued)

CURING

Use a fine mist spray of water, wet burlap, or a non-solvent approved curing compound if ambient conditions might cause premature surface drying (high temperature, low humidity, strong winds, etc.). If necessary, protect the newly applied mortar from rain. To prevent freezing, cover with insulating material.

MANUFACTURER'S FIELD REPRESENTATIVE

The Contractor shall arrange with the material's manufacturer or distributor to have the services of a competent field representative at the work site prior to any mixing of components to instruct the work crews in the proper mixing and application procedures.

The manufacturer's field representative must be fully qualified to instruct artisans or perform the work and shall be subject to the approval of the Engineer.

The Contractor shall be completely responsible for the expense and services of the required field representative, and the bid contract price shall be full compensation for all cost in connection therewith.

METHOD OF MEASUREMENT

Item 909.2 will be measured for payment by the Square Foot of patch area, complete in place.

BASIS OF PAYMENT

Item 909.2 will be paid for at the Contract unit price per Square Foot, which price shall include all labor, materials, equipment, manufacturer's field representative, and all incidental costs required to complete the work.

ITEM 912.4
ITEM 912.5**DRILLED AND GROUTED #4 DOWELS**
DRILLED AND GROUTED #5 DOWELS**EACH**
EACH

The work under these Items shall conform to the relevant provisions of Subsection 901 of the Standard Specifications and the following:

The work shall consist of drilling holes, furnishing, installing, and grouting of steel dowel reinforcement at the locations shown on the drawings or as required by the Engineer.

The dowel embedment must be adequate to fully develop 125% of the yield strength of the bar. The embedment length, the method and equipment used to drill the dowel holes, and the diameter of the drilled hole shall at a minimum conform to the recommendations of the manufacturer and be submitted to the Engineer for approval.

MATERIALS

Dowel grout shall be selected from the MassDOT Qualified Construction Materials List for its specific application. Reinforcing steel dowels shall meet the requirements of AASHTO M 31 Grade 60. All reinforcing steel dowels shall be epoxy coated in accordance with ASTM A755 or shall be galvanized in accordance with ASTM A767. Reinforcing steel dowels shall be incidental to the work under this Item. Reinforcing steel manufacturer shall be listed on the Qualified Construction Materials List.

CONSTRUCTION METHODS

Drilling of dowel holes shall be performed without damage to any portion of the existing structure that is to remain. Damage to any portion of the existing structure to remain shall be repaired to a condition equal to or better than that existing prior to the beginning of the Contractor's operations and shall be repaired at the Contractor's expense. The diameter of the drilled dowel holes shall be in accordance with the recommendations of the grout manufacturer. The holes shall be blown clear of any debris and shall have the approval of the Engineer prior to the placement of any grout material.

If reinforcing steel is encountered, the Engineer shall be contacted immediately to obtain approval to cut the reinforcement. Unless the Engineer approves coring through the reinforcement in writing, the drilled hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole. Reinforcing approved for removal shall be cut and removed by means of a core drill.

The Contractor shall adhere to the recommendations of the manufacturer regarding mixing, placing and temperature limitations during grout placement. Any excessive grout around the hole after placement of the dowel shall be struck off smooth while the grout is still fresh.

ITEMS 912.4 and 912.5 (Continued)

The Contractor shall perform a dowel test at each substructure element, at each stage of construction. The test shall be performed in the presence of and to the satisfaction of the Engineer. The testing, including the necessary material and equipment to perform the test, is incidental to the work under this Item. The pullout force shall correspond to 90% of the yield strength of the bar. If the test bar pulls out or if the concrete utilized in the test shows signs of fracture, the Contractor shall adjust the hole diameter, embedment length, and/or grout material to meet this requirement. The method of applying the tension load to the dowels shall conform to ASTM E488. Details of the test procedure, materials, and equipment shall be submitted to the Engineer for review and approval.

The Contractor shall arrange with the material's manufacturer or distributor to have the services of a competent field representative at the work site prior to any drilling of the proposed dowel holes to instruct the work crews in proper dowel installation procedures. The field representative shall remain at the job site after work commences and continue to instruct until the representative, the Contractor, and Engineer are satisfied that the crew has mastered the technique of installing the dowels successfully. The representative shall make periodic visits to the project as the work progresses and shall confer on each visit with the Contractor, Inspector and/or Engineer. The manufacturer's field representative must be fully qualified to perform the work and shall be subject to the approval of the Engineer.

The Contractor shall be completely responsible for the expense of the service of the required field representative and the contract unit price shall be considered full compensation for all costs in connection therewith.

METHOD OF MEASUREMENT

Item 912.4 and Item 912.5 will be measured for payment by the Each dowel installed, complete in place.

BASIS OF PAYMENT

Item 912.4 and Item 912.5 will be paid for at the respective Contract unit price per Each, which price shall include all labor, materials, equipment, furnishing dowels, drilling holes, grouting the dowels regardless of the diameter or depth of the hole, manufacturer representative, and all incidental costs required to complete the work.

ITEM 950.11**TEMPORARY SUPPORT OF EXCAVATION****LUMP SUM**

The work under this Item shall conform to the relevant provisions of Subsection 950 of the Standard Specifications and the following:

The work under this Item shall consist of the design, procurement, installation, maintenance, and removal of a temporary support of excavation system, at the locations indicated on the Contract Drawings and as described below.

Temporary support of excavation shall be required along the stage construction phase line at the approaches to maintain the existing roadway grades adjacent to areas of excavation behind the existing abutments, and also for support of the embankment soil in the end spans of the existing bridge during excavation and construction work at the existing pier footings. The exact layout and location of the systems may be altered as necessary to accommodate specific site conditions and Contractor operations. Any additional temporary support of excavation that may be required by the Contractor to facilitate completion of the work shall be included under this Item.

Temporary support of excavation shall also be required at the existing northeast and southeast embankments to support the existing embankment fill adjacent to areas being excavated for construction of the proposed temporary Geosynthetic Reinforced Soil (GRS) abutments and approach walls that will support the Temporary Pedestrian/Utility Bridge and the temporary pedestrian path at the approaches.

This temporary support of excavation system may be a single type or a combination of steel sheeting, soldier pile and lagging, or GRS (Geosynthetic Reinforced Soil) wall.

Additionally, the Contractor shall be responsible for providing any necessary temporary support for existing and/or relocated buried utilities and related structures that will remain in place during excavation operations. This work is incidental to the Item and will not be considered for additional compensation.

All temporary support of excavation that protrudes into the soil that supports the bridge structure shall be cut off below grade as shown on the plans and left in place. Supporting soil shall be defined as all soil directly below the footing contained within a series of planes that originate at the perimeter of the bottom of the footing and project down and away from the footing at an angle of 45° from the horizontal. No additional payment will be made for this work.

DESIGN

The temporary support of excavation systems shall be designed by the Contractor. All earth support shall be designed in accordance with the latest edition of AASHTO Guide Design Specifications for Bridge Temporary Works.

ITEM 950.11 (Continued)

The support of excavation systems shall be designed to safely resist all anticipated loads applied for the duration of construction until the excavation is safely backfilled. The design shall consider all loads acting on the excavation support systems, including but not limited to, earth and/or water pressures, HS25 live load surcharge, any expected surcharge from construction live loads (i.e., heavy trucks or cranes), railroad live loads, and adjacent bridge structure loads.

The Contractor is responsible for determining all geotechnical criteria associated with the temporary support of excavation including, but not limited to, lateral earth pressures.

SUBMITTALS

The Contractor shall submit calculations and detailed drawings of the proposed temporary support of excavation systems to the Engineer for approval. These calculations and drawings shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. The Engineer must approve the complete detailed drawings and calculations for the temporary support of excavation systems prior to any excavation work.

Furnishing such plans and calculations shall not relieve the Contractor of sole responsibility for safety of the public, personnel, equipment, and structures, as well as successful project completion.

BASIS OF PAYMENT

Item 950.11 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, submittals, and all incidental costs required to complete the work.

Payments for this Item will be made as follows:

Payment of seventy percent (70%) of the Lump Sum price of this Item made after complete installation of the support of excavation system.

If the Contractor elects to install shoring in stages, the above percentage will be divided by the number of stages and payment will be made at the completion of each stage.

The remaining thirty percent (30%) of the Lump Sum price of this Item will be paid following complete removal and ground restoration.

ITEM 950.2**PERMANENT SUPPORT OF EXCAVATION****LUMP SUM**

The work under this Item shall conform the relevant provisions of Subsection 950 of the Standard Specifications and the following:

The work under this Item shall consist of the design, procurement, and installation of a permanent support of excavation system at both existing piers, at the locations indicated on the Contract Drawings and as described below.

Permanent support of excavation shall be required between the existing pier footings and adjacent railroad tracks to support the railroad bed adjacent to the areas of excavation along the pier footings. The exact layout and location of the systems may be altered as necessary to accommodate specific site conditions and Contractor operations.

The permanent support of excavation shall consist of steel sheet piling, with dimensions and properties as shown on the Contract Drawings. All permanent support of excavation elements shall be cut off below grade as shown on the plans and left in place. No additional payment will be made for this work.

High early strength concrete or grout infill shall be placed in the excavated void between the existing footing and the permanent steel sheeting. This infill shall act as a strut to brace the steel sheeting from railroad surcharge and earth pressure. Infill material shall attain a minimum compressive strength of 200 psi prior to the resumption of scheduled railroad activities.

The Contractor shall submit a mix design with supporting documentation of a trial batch demonstrating their proposed product can attain the required strength in the time required by the Contractor's operations.

BASIS OF PAYMENT

Item 950.2 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, submittals, and all incidental costs required to complete the work.

Payments for this Item will be made as follows:

Payment of Eighty percent (80%) of the Lump Sum bid price for this item will be paid after completion and acceptance of installation of the shoring system.

If the Contractor elects to install shoring in stages, the above percentage will be divided by the number of stages and payment will be made at the completion of each stage.

The remaining payment of twenty percent (20%) of the Lump Sum bid price for this item will be paid upon the localized removal and ground restoration.

ITEM 993.31 TEMPORARY PEDESTRIAN/UTILITY BRIDGE LUMP SUM

The work under this Item shall conform the relevant provisions of Subsection 995 of the Standard Specifications and the following:

The work under this Item shall consist of the design and furnishing of all material, equipment and labor needed to construct and maintain a Temporary Pedestrian/Utility Bridge superstructure to convey non-vehicular traffic over the railroad during construction work, as well as support two (2) temporary National Grid gas mains. Work under this Item shall also include the subsequent removal of the Temporary Bridge and site restoration after the construction of the new proposed roadway bridge is completed.

The intent is to construct a single-span structure that will span over the existing MBTA/CSX railroad and will provide the same minimum clearance as required for the proposed bridge L-12-002 (2N2). The Temporary Pedestrian/Utility Bridge will be located as shown on the plans, East of the existing bridge.

The temporary bridge shall have a minimum clear walkway width of 6'-0" and have handrails and chain link fencing with fence fabric (or suitable equivalent) along both sides of the walkway. All railings shall be compliant with the latest Temporary Pedestrian Access Route guidelines and ADA/AAB regulations. The bridge walkway shall be coated with a non-slip surface. The bridge shall also provide a minimum overhead clearance of 8'-3" above the walkway surface.

The temporary pedestrian path approaches to the bridge shall be bounded by handrails and 6'-0" high chain link fence to protect pedestrians and bicyclists from leaving the path. All railings shall be compliant with the latest Temporary Pedestrian Access Route guidelines and ADA/AAB regulations. Fencing and rail materials shall be in good condition and free of defects that could harm path users. The fencing and handrail should be maintained throughout the entire time the path remains operational.

Two (2) National Grid gas mains shall be temporarily carried on the Temporary Bridge Structure, in the locations indicated on the Contract Drawings. The Contractor shall coordinate with National Grid for gas utility support requirements and shall be responsible for providing and installing the required utility support attachments on the temporary bridge. Any required drilled holes in the utility support attachments shall be drilled by the Contractor and shall be the appropriate size to accept National Grid's proposed roller supports, clamps, saddles or other proposed support method.

National Grid will be responsible for furnishing and installing the temporary gas mains and required steel casings on the temporary bridge, including any proposed rollers, clamps, saddles, connection bolts, and/or other connection hardware as required to secure the gas mains and casings to the utility support attachments provided by the Contractor. The Contractor shall provide a clear 50' long work zone at one end of the proposed temporary structure as a work zone for National Grid, to provide room for pipe storage and equipment to cut and weld utility pipe for installation.

ITEM 993.31 (Continued)

The temporary foundations (concrete stub abutments supported on Geosynthetic Reinforced Soil foundations, paid for under Item 996.401) shown on the Contract Drawings have been designed for the loads and design assumptions shown on the Contract Drawings. The location of the temporary foundations shown conforms to the permits secured for the project and fall within the available easement areas.

The Contractor shall select and design their proposed temporary bridge superstructure system within the substructure constraints. The Contractor shall verify the design of the substructure to handle the loads from the proposed superstructure by calculating the loading from the proposed bridge. The calculations shall be developed specifically for this project and site conditions and stamped by a Professional Structural Engineer Registered in the Commonwealth of Massachusetts. Calculations that show that proposed loads are in excess of those shown on the Contract Drawings will require the Contractor to redesign the abutments and Geosynthetic Reinforced Soil (GRS) foundations accordingly.

The temporary bridge superstructure components shall have been pre-engineered and prefabricated by one of the following companies:

Acrow Corporation, 181 New Road, Parsippany, NJ, 07054, Tel. 973-244-0080;
Mabey Bridge & Shore; 6748 Dorsey Road, Elkridge, MD 21075, Tel. 410-379-5317;
Bailey Bridge Inc. 119 40th Street N.E., Fort Payne, Alabama 35967, Tel 256-845-7575;
or approved equal.

Superstructure bearing assemblies shall be selected and designed by the Contractor or fabricator as required for the superstructure system selected.

The Contractor is responsible for the inspection and maintenance of the temporary pedestrian bridge and approach walkways while they are in service. Maintenance shall include snow removal and keeping the walkway clear at all times.

After complete removal of the temporary bridge, foundations and approaches the disturbed site should be returned to its preconstruction conditions as approved by the Engineer.

The Contractor is also responsible for the removal and disposal of the temporary gas mains, casings and supports that are abandoned after the gas service is moved to the proposed permanent bridge

ITEM 993.31 (Continued)**SUBMITTALS**

The Contractor shall submit to the Engineer, at a minimum, the following information prior the start of construction:

- 1.) Manufacturer's shop drawings and design calculations of the temporary bridge superstructure, which shall illustrate the work to be performed, shall be developed specifically for this project and site conditions and stamped by a Professional Structural Engineer Registered in the Commonwealth of Massachusetts. The drawings shall include details of all connections, brackets, fasteners, and utility support attachments. The temporary bridge shall be designed in accordance with the latest AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (2009 with 2015 Interims). The temporary bridge and temporary approach walkways shall meet the handicapped access requirements set forth in 28 CFR Part 35, the regulations promulgated for the Americans with Disabilities Act of 1990; 49 CFR Part 27, and the Rules and Regulations of the Massachusetts Architectural Access Board.
- 2.) The Contractor shall submit for review the design calculations and other associated construction documents for the erection of the proposed Temporary Pedestrian Bridge in conformance with Subsection 960. of the Standard Specifications. The design calculations and construction documents shall be stamped by a Professional Structural Engineer Registered in the Commonwealth of Massachusetts.
- 3.) A plan for the removal of the Temporary Pedestrian Bridge shall be submitted for review and approval in accordance with Section 112 of the Standard Specifications. The plan shall be prepared and stamped by a Professional Structural Engineer Registered in the Commonwealth of Massachusetts. If the new bridge is to be used for any of the removal or lifting operations, calculations will be required to verify the adequacy of the bridge components at inventory stress levels.

ERECTION AND MAINTENANCE OF PEDESTRIAN/UTILITY BRIDGE

The Contractor shall submit proposed erection procedures and methods to be used including crane capacity and location, equipment, tools, devices etc. to the Engineer for approval. The requirements for equipment and all procedures utilized shall be in conformance with the intent of Subsection 960.61.B: Erection of the Standard Specifications for Highways and Bridges. Erection procedures and any necessary calculations and drawings shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts certifying that all structural members are suitably braced and supported throughout the erection process. Work under this Item may not commence until Engineer has given written approval.

The Contractor shall not allow debris, tools or incidental equipment of any kind to swing over areas where vehicular or railroad traffic exists. Any material that accidentally falls within the railroad right of way shall be removed immediately at the Contractor's expense.

The Contractor shall ensure the stability of the structure during erection.

ITEM 993.31 (Continued)

Erection of the utility bridge shall be performed by a Contractor who has prior experience with the selected system. The Contractor shall demonstrate to the Engineer his experience with successful installations of similar structures.

The Contractor is responsible to inspect, repair and maintain the temporary bridge before and during construction of the replacement roadway bridge. This work shall be considered incidental to Item 993.31 and shall include the following items:

1. Inspect all components for damage before temporary bridge is constructed.
2. Inspect all components of the bridge above ground before utilities are relocated onto the structure, then every 6 months thereafter until end of contract.
3. Repair, replace or otherwise maintain all bridge components as required to keep the bridge in safe operating condition.
4. Tighten or replace all loose and missing fasteners as required.
5. Prepare reports of inspection, maintenance and repair activities and submit to the Engineer.
6. The Contractor shall be on call at all times during this period to make emergency repairs that may be required as a result of accidents.
7. Repairs shall be made within 24 hours of inspection or discovery of defect.
8. Bridge inspection shall be performed by a qualified inspector having not less than three years of experience in bridge inspection and maintenance. The inspection shall include, but not be limited to, trusses, floor beams, deck, bearings, abutments and fasteners connecting the various elements of the bridge. Conditions hazardous to railroad traffic, the well being of utilities carried, and the general public shall be reported immediately to the Engineer.
9. Written reports of inspection, maintenance and repair activities shall be submitted to the Engineer within 5 working days after bridge inspections. The reports shall itemize the following:
 - a. General condition of trusses, deck, floor beam system, connection, etc.
 - b. Time required to complete the inspection.
 - c. Repair and maintenance work performed.
 - d. Materials used.
 - e. The Contractor shall notify the Engineer one week prior to inspection in order for an inspector from the Department to accompany the Contractor during his inspection.

BASIS OF PAYMENT

Item 993.31 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, submittals, and all incidental costs required to complete this work.

Payments will be made as follows:

Payment of seventy five percent (75%) of the Lump Sum of this Item will be made upon complete installation.

The remaining payment of twenty five percent (25%) of the Lump Sum of this Item will be paid following complete removal and site restoration, as determined by the Engineer, of the temporary bridge from the project.

ITEM 994.01**TEMPORARY PROTECTIVE SHIELDING**
BRIDGE NO. L-12-002 (2N2)**LUMP SUM**

The work under this Item consists of designing, furnishing, installing, maintaining, removing and disposing of a protective shielding system on and under the bridge, and adjacent to existing/rehabilitated abutments and piers. The shielding shall protect the MBTA/CSX railroad, Concord Road traffic, pedestrians, utilities and the adjacent temporary bridge from falling or flying debris and dust resulting from demolition and construction activities. The Contractor shall submit calculations and detailed drawings of the proposed shielding to the Engineer for approval. These calculations and drawings shall be stamped by a Professional Engineer registered in Massachusetts. The Engineer must review and approve the submittal prior to the installation of any shielding

The shielding shall conform to the following:

1. Shielding shall be in place at its required locations prior to commencement of demolition and construction operations.
2. Shielding shall remain until completion of any debris-generating operations.
3. Shielding shall not lessen the existing vertical clearance under the bridge.
4. Shielding shall extend sufficiently beyond substructures to protect the railroad.
5. Superstructure Shielding shall extend the full length and width of the bridge.
6. Shielding beneath the existing superstructure shall have all spaces along the perimeter and at the seams sealed to prevent dust and debris from escaping and falling onto the railroad below. If wet saws are used to sawcut the existing deck, into pieces, provision shall be made to contain the water runoff and prevent into from contaminating the area below.
7. Shielding shall be designed to safely withstand all loads that it will be subjected to. The allowable design stresses shall be in accordance with the latest edition of AASHTO Design Specifications for Bridge Temporary Works. The design shall also include a complete description of the equipment and construction methods proposed for the deck removal and also the maximum size of deck area being excavated (i.e. 1 ft x 1 ft Jackhammered sections or 6 ft x 2 ft wet sawcut sections).
8. Shielding shall be installed or removed only upon approval of the Engineer. No debris shall be swung over traffic adjacent to the bridge.

ITEM 994.01 (Continued)

The Contractor may utilize the bottom flanges of the existing steel beams as supports for the Protective Shielding. The Contractor will not be permitted to weld onto, drill into, or cut any existing steel without prior approval of the Engineer.

If the Contractor's operations damage any existing portions of the bridge that have been designated to be retained in the proposed construction, such damage shall be repaired at the Contractor's expense.

Shielding for the existing water main and gas mains supported by the existing structure is included in the work under this Item.

The Contractor shall coordinate with MBTA to determine if a protective mat is required during demolition operations for the existing structure. If required, protective mat shall be considered incidental to the shielding system under this item.

All materials used in the shielding system shall become the property of the Contractor and shall be removed from the site at the completion of the project.

Any control of traffic necessary to perform this work shall be incidental to the work performed under this Item.

Any shielding required for the construction of the Pedestrian/Utility Bridge (Item 993.31) or construction of the new bridge superstructure (Item 995.) shall be incidental to the respective item.

BASIS OF PAYMENT

Item 994.01 will be paid for at the contract unit price Lump Sum, which price shall include all labor, materials, equipment, submittals, and all incidental costs required to complete this work.

Payments will be made as follows:

Payment of seventy percent (70%) of the Lump Sum of this Item will be made upon complete installation of the shielding system.

The remaining payment of thirty percent (30%) of the Lump Sum of this Item will be paid following the complete removal and disposal of the shielding system from the project.

If the contractor elects to install shielding in stages, the above percentages will be divided by the number of stages, and payment will be made at the completion of each stage.

ITEM 995.**BRIDGE SUPERSTRUCTURE,
BRIDGE NO. L-12-002 (2N2)****LUMP SUM**

The work under this Item shall conform to the relevant provisions of Subsection 995 of the Standard Specifications and the specific requirements stipulated below for the component parts of this Item. For those component parts where no specific requirement is stipulated, the Standard Specifications shall apply except for payment.

Work under this Item shall include all materials, equipment, and labor needed to construct the bridge superstructure, including, but not limited to, the following: structural steel beams and diaphragms, cast-in-place concrete bridge deck and end diaphragms; concrete sidewalk and safety curb; membrane waterproofing (spray applied); steel bridge railing (Type S3-MTL4) and protective screen; shear connectors; new reinforced concrete backwalls, beam seats, and keeper blocks; reinforced concrete for in-fill between existing pier columns and for pier footing retrofit; reinforcing steel and mechanical bar splicers; elastomeric bearings; sawing and sealing joints in asphalt pavement at the abutments; concrete approach slabs and precast highway guardrail transitions.

Placement of the gas mains in their final configuration shall be done by National Grid. Contractor must coordinate with National Grid for installation of gas mains.

The work does not include any Items listed separately in the proposal. Payment for materials shown on the Contract Drawings as being part of this bridge superstructure 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.

SAWING & SEALING JOINTS IN ASPHALT PAVEMENT AT BRIDGES

The work to be done under heading Item consists of making a sealed kerf across the full width of the finished asphalt pavement at bridge abutments where called for on the Plans. The shape, width, and depth of the kerf shall be as shown on the Plans.

Prior to the start of the asphalt pavement operation, the Contractor shall place a mark on each curb or barrier on either side of the paved roadway. These marks shall be aligned with the actual end of the bridge deck and shall be placed so that they will not be covered or otherwise obscured by the asphalt pavement.

After the completion of the paving operation, the Contractor shall snap a straight chalk line on the pavement between these two marks. The Contractor shall then saw cut the pavement along this line to the depth, width and shape as shown on the Plans. The equipment shall be approved by the Engineer prior to commencing work.

After completing the saw cutting, the Contractor shall clean the saw groove of any dust and debris with an oil free air blast. If the groove was wet sawn, the groove shall be cleaned with a water blast to remove any remaining slurry and debris, vacuumed with a Wet-or-Dry vacuum to remove any standing water, and then dried with an air blast from a Hot-Air-Lance.

ITEM 995. (Continued)

Once the groove is clean and dry, the Contractor shall fill it completely with a Hot Applied Crack Sealer meeting the requirements of M3.05.2 in accordance with the manufacturer's application instructions and restrictions regarding ambient and material temperatures. The crack sealer shall be thoroughly cured prior to opening the road to traffic. To reduce tackiness, only boiler slag aggregate (black beauty) shall be scattered over the sealer when required by the Engineer. Conventional sand shall not be used for this purpose.

PRECAST CONCRETE HIGHWAY GUARDRAIL TRANSITIONS**A. General.**

The work under this Heading consists of fabricating, transporting and installing Precast Concrete Highway Guardrail Transitions and includes all necessary labor, materials, and equipment to complete the work as shown on the Plans. The Precast Concrete Bridge Elements shall meet the requirements of Section M4: Cement Concrete and Related Materials.

MATERIALS**A. Materials.**

Materials shall conform to M4.09.1 and the following:

Non-Shrink Grout Products	M4.04.5
Controlled Low-Strength Material – Structural Non-Excavatable	M4.08.0
Welded Steel Wire Fabric	M8.01.2
Mechanical Reinforcing Bar Splicer	M8.01.9
Lifting Devices	PCI MNL-116
Corrugated Metal Pipe	AASHTO M 36

1. Vertical Adjustment Assembly.

Vertical Adjustment Assembly details and material requirements shall be as shown on the plans. Alternate devices may be used provided that they are adjustable and can support the anticipated loads. The design of the leveling devices, with necessary calculations, shall be submitted to the Engineer of Record for approval.

2. Threaded Inserts.

Threaded inserts are permissible to facilitate forming the keyway pours. Threaded inserts shall be hot dip galvanized or made of stainless steel. The number of threaded inserts shall be minimized, and the inserts shall not come in contact with the reinforcing steel.

3. Corrugated Metal Pipe.

Corrugated Metal Pipe to be used for forming voids as specified on the plans shall be fabricated from steel and shall have a protective metallic coating of zinc (galvanizing).

ITEM 995. (Continued)**CONSTRUCTION METHODS – PLANT FABRICATION****A.Pre-Production Meeting.**

The Contractor shall notify the MassDOT Research and Materials Section to determine if a pre-production meeting will be required to review the specification, shop drawings, curing plan, schedule, and discuss any specific requirements. The meeting shall be held prior to scheduling a MassDOT Inspector (refer to M4.09.4 Department Acceptance), and at least seven (7) days prior to the scheduled casting of any Precast Concrete Bridge Element or control section. The Contractor shall schedule the meeting, which shall include representatives of the Fabricator and MassDOT.

B.Reinforcement.

The reinforcing bars shall be installed in accordance with Subsection 901.35, including tolerances for cover and horizontal spacing of bars. Components of mechanical reinforcing bar splicers shall be set with the tolerances shown on the plans. The reinforcing bars and mechanical reinforcing bar splicers shall be assembled into a rigid cage that will maintain its shape in the form and which will not allow individual reinforcing bars to move during the placement of concrete. This cage shall be secured in the form so that the clearances to all faces of the concrete, as shown on the plans, shall be maintained.

Where reinforcing bars are to protrude from one Precast Concrete Bridge Element in order to mate with reinforcing bar splicers in a second precast concrete element, the fabricator shall set the reinforcing bars and the reinforcing bar splicers with a template in order to ensure proper fit up within the tolerances specified on the plans.

C.Tolerances.

Fabrication shall comply with tolerances specified on the plans. Tolerances for steel reinforcement placement shall be in accordance with Subsection 901.35. In the absence of specifications on the plans, tolerances shall comply with the latest version of the PCI MNL 135, Precast Tolerance Manual.

D.Forms.

Concrete shall be cast in rigidly constructed forms, which will maintain the Precast Concrete Bridge Elements within specified tolerances to the shapes, lines and dimensions shown on the approved fabrication drawings. Forms shall be constructed from flat, smooth, non-absorbent material and shall be sufficiently tight to prevent the leakage of the plastic concrete. When wood forms are used, all faces in contact with the concrete shall be laminated or coated with a non-absorbent material. All worn or damaged forms, which cause irregularities on the concrete surface or damage to the concrete during form removal, shall be repaired or replaced before being reused. If threaded inserts are cast into the elements for support of formwork, the inserts shall be recessed a minimum of 1 inch and shall be plugged after use with a grout of the same color as that of the precast cement concrete.

ITEM 995. (Continued)**CONSTRUCTION METHODS – FIELD CONSTRUCTION****A.General.**

All of the Contractor's field personnel involved in the erection and assembly of the Precast Concrete Bridge Elements shall have knowledge of and follow the approved Erection Procedure.

Prior to installation, the following documentation shall be reviewed and confirmed by the MassDOT Resident Engineer or designee:

- (a) QC Compressive Strength Test Report Forms attaining Design Strength, f'_c for the Precast Concrete Bridge Element's representative subplot.
- (b) Certificate of Compliance generated by the Fabricator as described under the Fabricator Quality Control section.
- (c) QC Inspection Reports signed by the Quality Control Manager.

Field construction staff shall verify that the Resident Engineer has accepted all Precast Concrete Bridge Elements prior to installation.

B.Erection Procedure.

Prior to the erection, the Contractor shall submit an Erection Procedure for approval by the Engineer. This submittal shall include computations and drawings for the transport, hoisting, erection and handling of the Precast Concrete Bridge Elements. The Erection Procedure shall be prepared and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts with working knowledge of the Contractor's equipment, approved shop drawings, and materials to build the bridge. The Erection Procedure shall, at a minimum, include the following:

1.Erection Procedure

The Erection Procedure shall be prepared to conform to the requirements of 960.61, Design, Fabrication and Erection and the applicable sections in Chapter 8 of the PCI Design Handbook (eighth edition) for handling, erection, and bracing requirements. At a minimum, the Erection Procedure shall provide:

- (a) Minimum concrete compressive strength for handling the Precast Concrete Bridge Elements.
- (b) Concrete stresses during handling, transport, and erection.
- (c) Crane capacities, pick radii, sling geometry, and lifting hardware.
- (d) Verification that the equipment can handle all pick loads and weights with the required factor of safety.
- (e) Evaluation of construction sequence and evaluation of any geometric conflicts in the lifting of the Precast Concrete Bridge Elements and setting them as shown on the plans.
- (f) Design of crane supports including verification of subgrade for support.
- (g) Location and design of all temporary bracing that will be required during erection.

ITEM 995. (Continued)

Non-shrink grout and concrete materials, approved by the Engineer, shall be placed as shown on the plans. Fill joints, keyways, and voids, in strict accordance with the specifications and manufacturer's recommendations and instructions.

For footings, approach slabs and highway guardrail transitions, once these Precast Concrete Bridge Elements have been set to the correct horizontal and vertical alignment, the void between them and the supporting soil shall be filled with Controlled Low-Strength Material – Structural Non-Excavatable to the limits as shown on the plans. Add additional grout ports in the footings to facilitate the bedding process if required.

Except in approach slabs, joints shall be filled flush to the top with non-shrink grout, and any vertical misalignment between adjacent elements shall be feathered out on a slope of 1 to 12.

Curing of grout or concrete shall be performed in strict accordance with the specifications and manufacturer's recommendations. Filling shall not be completed in cold weather when either the ambient temperature or the precast member's temperature is below the manufacturer's recommendation. No localized heating of either the precast members or of the air surrounding the element will be permitted in an attempt to reach application temperatures.

If the joints or voids are not filled within five days after the Precast Bridge Elements are erected, the Contractor shall cover and protect the openings from weather and debris until they are filled.

C.Survey and Layout.

Working points, working lines, and benchmark elevations shall be established prior to placement of all elements. The Contractor is responsible for field survey as necessary to complete the work. MassDOT reserves the right to perform additional independent survey. If discrepancies are found, the Contractor may be required to verify previous survey data.

D.Preparation of Closure Pours and Grouted Keyways.

Immediately prior to erecting the Precast Concrete Bridge Elements, the closure pours and grouted keyways shall be cleaned at the job site of all dust, dirt, carbonation, laitance, and other potentially detrimental materials which may interfere with the bonding of the closure pour concrete or grout and precast concrete using a high-pressure water blast. Any exposed reinforcing steel in the precast concrete shall be protected from damage during the cleaning of the keyways. Damaged epoxy coating of steel reinforcement shall be repaired, and the reinforcing steel shall be cleaned as directed by the Engineer. The surfaces of the closure pours and grouted keyways shall be wetted so that the surfaces shall have a Saturated Surface Dry (SSD) condition for at least 24 hours prior to the placement of the closure pour concrete.

E.Erection.

The elements shall be placed in the sequence and according to the methods outlined in the Erection Procedure. As the erection proceeds, the Contractor shall constantly monitor the assembly to ensure that the precast concrete bridge element is within proper horizontal and vertical location and tolerances prior to releasing it from the crane and setting the next unit. The Contractor may use shims to maintain proper setting tolerances.

ITEM 995. (Continued)

The concrete elements shall be lifted only by the lifting devices, and the utmost care shall be taken to prevent distortion of the elements during handling, transportation or storage.

This approval will be contingent on the Contractor demonstrating by calculations, prepared by a Professional Engineer registered in Massachusetts, that the elements will not be damaged by the non-vertical lifting force and by documentation that the capacity of the lifting devices is adequate for the non-vertical lifting force.

After all Precast Concrete Bridge Elements have been placed, the actual overall dimensions of the structure both horizontal and vertical, as laid out shall not deviate from the nominal dimensions shown on the plans beyond a tolerance of +0 inches and -1 inches. Once the layout of Precast Concrete Bridge Elements has been accepted by the Engineer, the Contractor shall cut all lifting devices off below the surfaces of the elements.

F. Filling of Blockouts for Lifting Devices and Threaded inserts.

If the blockouts in the Precast Concrete Bridge Elements where the lifting devices were located will be exposed and visible after assembly is complete, the Contractor shall fill these blockouts with Mortar (M4.04.5).

After the formwork has been removed, all threaded inserts that have been cast into the precast concrete bridge deck for support of the formwork shall be filled with a grout of the same color as that of the precast concrete.

MECHANICAL REINFORCING BAR SPLICER

Work under this heading shall conform the provisions of Subsection 901.35 of the Standard Specifications for Highways and Bridges as modified by the following:

Mechanical Splicers shall be used at areas designated by the Engineer, and/or as designated on the Plans.

SHEAR CONNECTORS

Shear Connectors shall conform to the relevant provisions of Section 960 and Subsection M8.04.1 of the Standard Specifications.

ITEM 995. (Continued)**SCHEDULE OF BASIS FOR PARTIAL PAYMENT**

Within ten (10) days after the Notice to Proceed, the Contractor shall submit, in duplicate, for the approval of the Engineer, a schedule of unit prices for the major components of the bridge structure as listed below. The bridge structure Lump Sum breakdown quantities provided below 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. and no further compensation will be allowed.

The schedule on the proposal form applies only to Bridge Superstructure No. L-12-002 (2N2). 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.

BRIDGE SUPERSTRUCTURE, BRIDGE NO.L-12-002 (2N2)

Sub-Item	Description	Quantity	Unit	Unit Price	Total
482.31	SAWING & SEALING JOINTS IN ASPHALT PAVEMENT AT BRIDGES	145	FT		
904.3	5000 PSI, 3/4 IN., 685 HP CEMENT CONCRETE	700	CY		
904.31	PRECAST CONCRETE HIGHWAY GUARDRAIL TRANSITION	4	EA		
910	STEEL REINFORCEMENT FOR STRUCTURES	8730	LB		
910.1	STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED	76400	LB		
910.4	MECHANICAL REINFORCING BAR SPLICER	760	EA		
911.1	SHEAR CONNECTORS	6624	EA		
922	LAMINATED ELASTOMERIC BEARING WITHOUT ANCHOR BOLTS	32	EA		
960	STRUCTURAL STEEL	209280	LB		
965	MEMBRANE WATERPROOFING FOR BRIDGE DECKS	5120	SF		
970	DAMP-PROOFING	1210	SY		
975.1	METAL BRIDGE RAILING (3 RAIL), STEEL (TYPE S3-TL4)	380	FT		
975.3	PROTECTIVE SCREEN TYPE 1	360	FT		

Total Cost of Item 995. = _____

ITEM 995.019 GEOTECHNICAL MONITORING INSTRUMENTATION LUMP SUM

Monitoring construction impacts, including geotechnical instrumentation and monitoring, shall be performed as described herein. This work includes, but is not limited to, preconstruction survey reports, surveying, furnishing, installation, protecting, reading, interpreting, correlating, reporting, and maintaining instrumentation required for monitoring construction impacts during bridge construction, demolition and installation activities. The structures to be monitored are the north abutment, piers, and south abutment for the existing bridge carrying Concord Road (Route 126) over the MBTA/CSX railroad; the MBTA railroad tracks; the temporary foundations supporting the temporary pedestrian/utility bridge; and temporary and permanent support of excavation systems.

The geotechnical instrumentation and monitoring program shall include a pre-construction survey and deformation monitoring of survey deformation monitoring points (DMPs) as specified herein. In addition, vibration monitoring at the existing and temporary bridge substructures shall be performed using seismographs.

The purpose of the geotechnical instrumentation and monitoring program is to evaluate any movements or vibrations of the existing abutments and piers, temporary pedestrian/utility bridge foundations, temporary and permanent support of excavation systems, and MBTA Railroad Tracks during excavation activities, demolition, installation of sheet piles or soldier piles, and other construction activities for the proposed bridge elements, including those associated with the construction of the proposed temporary pedestrian/utility bridge structure. A pre-construction survey shall be performed to document the condition of the existing bridge abutments and piers.

A monitoring program shall be approved by the Engineer and installed at least 30 days prior to any excavation, dewatering, installation of temporary/permanent support of excavation, fill compaction, or activity which could cause significant ground vibrations.

If vibrations or movements of the specified locations exceed the values specified herein, the Contractor shall stop work and modify construction methods at no additional cost.

Work in connection with geotechnical instrumentation and monitoring program shall include, but is not necessarily limited to the following:

- 1.) Preconstruction Survey Report(s) of the existing abutments and piers to document plumbness, levelness, etc. with photographs and/or video documentation of cracks, spalls, and other relevant defects, signed and sealed by a Professional Engineer licensed in the Commonwealth of Massachusetts.
- 2.) Producing an instrumentation/monitoring plan detailing the locations of DMPs, Automated Motorized Total Stations (AMTS), seismographs and other monitoring equipment.
- 3.) Furnishing components of instrumentation and real-time automated data acquisition systems (ADAS).
- 4.) Installing instruments and/or data acquisition systems, including necessary power connectivity.
- 5.) Obtaining baseline measurements of elements to be monitored prior to the start of construction.

ITEM 995.019 (Continued)

- 6.) Obtaining measurements during construction to evaluate impacts on structures and railroad tracks.
- 7.) Layout and subsequent verification of all instrumentation locations and elevations.
- 8.) Providing lighting and safe access as necessary for the Engineer or Department to inspect the instruments and to obtain independent readings.
- 9.) Maintaining and calibrating instruments and equipment or repairing or replacing damaged or inoperative instruments and equipment installed by Contractor's Geotechnical Instrumentation Engineer.
- 10.) Collecting, reducing, processing, plotting, and reporting data from instruments installed by Contractor and uploading of data to a web-based database to allow users real-time access to review the data. The web-based database shall include at a minimum, plan views of DMP and seismograph locations, ability to query time rate displacement plots of DMPs, and on-demand data downloading of plots and raw data to CSV or Excel format.
- 11.) Providing a summary of work performed each day and any possible activity in the area that may have an effect on instrument readings. The summary shall be maintained on a log on the Contractor's web-based database.
- 12.) Establishing an automated e-mail and text alert system to notify designated representatives from the Department and Engineer in the event that a threshold or limiting value is exceeded.
- 13.) Meeting with the Engineer to review current field conditions and further steps to be taken, as necessary, if recorded movement exceeds the threshold response values as detected by DMPs or seismographs.
- 14.) Taking immediate remedial action if recorded movement or vibrations exceed limiting response values as detected by DMPs or seismographs.
- 15.) Establishing temporary monuments and benchmarks.
- 16.) Providing protection and security for all surface components of the construction monitoring system that are to be maintained.
- 17.) Replace instrumentation damaged or made inaccessible by the construction operations at no additional cost to the Department.
- 18.) Removal and final disposal of all components of the construction monitoring system, as specified herein, or as required by the Engineer

MATERIALS

Materials for geotechnical instrumentation and monitoring include, but are not limited to, the following. Alternate materials that are either equal to or better may be used at the approval of the Engineer.

- A.) Automated Motorized Total Stations (AMTS)
 1. Provide Fully Automated Motorized Total Stations (AMTS) under computer control to provide real-time movement monitoring of Deformation Monitoring Points (DMPs) at locations identified on the approved Geotechnical Instrumentation and Monitoring Plan. The number and location of AMTS shall be determined by the Contractor's Geotechnical Instrumentation Engineer based on the site conditions and line of site requirements and the location of each AMTS and DMP shall be shown on the Geotechnical Instrumentation and Monitoring Plan.

ITEM 995.019 (Continued)

2. The monitoring system shall provide three-dimensional displacement vectors for all the DMPs with a measurement precision of plus or minus 1 millimeter for sight distances up to 100 meters. Configure the system to report monitoring data on the web-based database.
 3. Each AMTS system shall consist of:
 - i. An AMTS including mounting cages, brackets, and protective arrangements. Determine and provide the number of AMTS required to monitor DMPs.
 - ii. High quality precision optical reference prisms.
 - iii. On-site equipment to operate the total station including but not limited to combined power/signal box, AC to DC charger/transformer, power supply, connections, backup battery, transceiver modem, and associated cabling.
 4. The monitoring system shall incorporate a limited search window and a limited time for searching for a DMP so that if the search is unsuccessful because of prism damage or other causes, the system will pass to the next prism in the cycle. In this event, the result for the missing prism shall be identified as "No Result." If the system is unable to find and read this prism during the next cycle, the system shall send an alarm message indicating that the prism is missing.
 5. The monitoring system shall be capable of providing three-dimensional displacement data associated with each total station within a period of one hour.
 6. The monitoring system shall provide differential calculations between prisms in real time.
 7. The monitoring system shall have the ability to process a global least squares adjustment of data that are acquired by several total stations in each measurement cycle so that if one or more total stations in each measurement cycle require the use of a reference target associated with a different total station, a global monitoring network can be set up to relate to a single reference target.
 8. The monitoring system shall be capable of retaining setup information and measurements in memory for a minimum of 72 hours in case of connectivity failure or interruption.
 9. Keep the total station theodolites operational within the manufacturer's specified operating temperature range.
 10. The AMTS units shall be calibrated prior to use and be recalibrated at least once per calendar year or more frequent as needed to provide accurate data.
- B.) Deformation Monitoring Points (DMPs) - Deformation monitoring points (DMPs) shall be used to monitor vertical and horizontal deformation of various structures and railroad tracks at select locations as required herein. DMP reporting accuracy shall be 0.001-feet for vertical and horizontal readings. DMPs used to monitor deformations include:
1. DMP-Type 1 shall consist of a $\frac{3}{8}$ inch diameter x 2-inch-long stainless-steel socket-head cap bolt, screwed into a $\frac{3}{8}$ inch diameter x 1. inch long tamp-in screw anchor, or a prism assembly monitored by an AMTS. A 4-inch (or longer) bolt may be used at locations where overhanging obstructions prevent the placement of the level rod on the DMP. The longer bolt shall be replaced by a 2-inch-long bolt when readings are not being taken. Where removal and patching are not required after construction, the bolts may be installed with epoxy or polyester adhesive in lieu of tamp-in screw anchors.

ITEM 995.019 (Continued)

2. DMP-Type 2 shall consist of an observable point punch marked on the top horizontal surface of steel sheeting or a soldier pile at its center to allow for manual survey or if automated survey is performed, DMP-Type 2 shall consist of either a prism mounted to the top horizontal surface of steel soldier pile or sheeting using a C-clamp or a reflective self adhesive survey target (Leica Retro Reflective Targets or similar). The steel shall be adequately cleaned to remove dirt/dust prior to adhering the adhesive survey target or making the punch mark. The point shall also be clearly identified using permanent marker adjacent to the point or if punch marked, using fluorescent spray paint adjacent to the point or if punch marked, using fluorescent spray paint adjacent to the point.
 3. DMP-Type 3 shall consist of a prism assembly monitored by AMTS, attached to the railroad track rails using rail clips or other securing method approved by MBTA.
- C.) Seismographs – Provide portable seismographs for monitoring Peak Particle Velocity (PPV) and Frequency of ground vibrations resulting from pile driving, and other significant vibration-producing construction activities as requested by the Engineer. The seismographs shall have the following minimum features:
1. Seismic range: up to 10 inches per second with an accuracy of 5 percent.
 2. Flat frequency response: 1 to 315 Hertz.
 3. Three axis sensor.
 4. Power source: Internal rechargeable lithium battery and charger. Battery shall be capable of supplying power to monitor vibration continuously for up to 10 days when new.
 5. Direct data download to an electronic storage device such as a “Zip” drive, PC computer or equivalent. Provide InstanTel Blastware, or equivalent, computer software for the Contractor to perform vibration data amplitude/frequency analyses and plotting.
 6. Continuous monitoring mode shall be capable of monitoring/recording vibration PPV and Frequency.

QUALIFICATIONS

The Contractor’s Geotechnical Instrumentation Engineer will be responsible for layout, furnishing, installing, and overseeing geotechnical instrumentation; maintaining and calibrating instrumentation as required; and collecting, reducing, processing, plotting, interpreting, and reporting data to the Engineer. The Contractor’s Geotechnical Instrumentation Engineer will meet the qualifications specified herein.

The Contractor’s Geotechnical Instrumentation Engineer shall be a Professional Engineer registered in the Commonwealth of Massachusetts who has a minimum of a Bachelor of Science degree in Civil Engineering, and who has at least five years of direct field experience in installation and monitoring of the types of instruments specified herein on projects of similar size and complexity.

ITEM 995.019 (Continued)

The Contractor's Surveyor for the purposes of the Preconstruction survey, or other manual survey work necessary as part of this Monitoring of Construction Program, shall be a Professional Land Surveyor registered in the Commonwealth of Massachusetts and on the Department's Approved List of Level S1 Surveyors, at a minimum.

SUBMITTALS

The following instrumentation submittals shall be made by the Contractor for review by the Engineer prior to start of Instrumentation installation. The Contractor shall conform to all submittal requirements of the Contract Documents, including submitting the information specified herein to the Engineer.

- A.) Submit resumes of the Contractor's instrumentation personnel, including the Contractor's Geotechnical Instrumentation Engineer and other field and office geotechnical instrumentation personnel to be assigned to the project.
- B.) Submit to the Engineer a proposed Instrumentation and Monitoring Plan, detailing the locations of monitoring equipment, methods for recording and uploading movement and vibration data to the web-based interface, means of notification to designated representatives from the Department and Engineer when a Response Value is reached (as described herein), and also a proposed schedule, location plan, and sequence for instrumentation installation including a date for completion of formal initial readings.
- C.) Submit manufacturers' product data describing all specified instruments to the Engineer for review and approval, including requests for consideration of substitutions, if any, together with product data and instruction manuals for requested substitutions.

Specifications of instrument brand name and model number shall be used for the purpose of establishing a standard of quality and facilitating the description of the product desired. A substituted product shall be the same or better than the product named in the specifications in function, performance, reliability, quality, and general configuration. Any request from the Contractor for consideration of a substitution shall clearly state the nature of the deviation from the product named in the specifications. The Engineer will be the sole judge of the suitability and equivalency of the proposed substitution.

- D.) Submit to the Engineer a copy of the latest instrumentation factory calibration, as applicable.
- E.) Submit to the Engineer formal initial readings for each instrumentation monitoring point.
- F.) The Contractor shall submit to the Engineer for review, generalized plans of action to be implemented in the event any Response Value is reached, as described herein. The generalized plans of action shall be positive measures by the Contractor to do any or all of the following as applicable:

ITEM 995.019 (Continued)

1. Limit further new, existing structure, temporary bridge foundation and/or ground movement.
2. Limit further temporary or permanent earth retaining system movement.
3. Control vibrations.
4. Maintain the structural integrity of new and/or adjacent structures and utilities.
5. Modify construction procedures near new and existing structures and utilities.

CONSTRUCTION METHODS

The Contractor's Geotechnical Instrumentation Engineer will:

- 1.) Coordinate all activities with the Engineer during all phases of the geotechnical instrumentation program.
- 2.) Prepare detailed step-by-step procedures for all instruments used including installation, data collection, and removal or decommissioning procedures.
- 3.) Be responsible for preparation of all submittals.
- 4.) Be on site and supervise at least the first two installations of each type of instrument.
- 5.) Be in responsible charge of all required pre-installation acceptance tests; post-installation acceptance tests; field calibration; data collection, reduction, processing, plotting, and interpreting; correlating construction activities with movement and reporting.

The Contractor's instrumentation staff shall include an Instrumentation Superintendent who will be in charge on-site during installation of the geotechnical instrumentation.

The Contractor shall furnish, install, protect, replace, monitor and report on survey deformation monitoring points at the following locations at a minimum:

- 1.) DMP-Type 1 shall be installed on the existing abutments and piers at a maximum spacing of 50 feet on center and a minimum of three DMP-Type 1 per structure. Monitor horizontal and vertical displacements. DMP-Type 1 shall also be installed at the temporary pedestrian/utility bridge concrete stub abutments, with a minimum of two DMP-Type 1 at each stub abutment.
- 2.) DMP-Type 2 shall be installed along the top of temporary and permanent earth support walls at a maximum spacing of 25 linear feet. Monitor horizontal displacement.
- 3.) DMP-Type 3 shall be installed along both rails of both railroad tracks, at a maximum spacing of 10 ft on center, extending for 100 feet east and west of the bridge structure.

Installation of DMPs shall conform to the following:

- 1.) All DMPs shall be securely fixed at the approved locations and positions, so that the instruments are capable of resisting disturbance from vandalism.
- 2.) Initial coordinates of each instrument installation shall be established to a tolerance of 0.01 inches.
- 3.) Initial elevations of each DMP shall be established to a tolerance of 0.01 inches.
- 4.) The Contractor may install, monitor, and interpret data from any additional DMPs that the Contractor deems necessary to ensure safety of personnel and the work, at no additional cost to the Department. In the event the Contractor installs instrumentation in addition to the required specified herein, the Contractor shall notify the Engineer of additional instrumentation.

ITEM 995.019 (Continued)

The Engineer reserves the right to modify the DMP layout as is deemed necessary to monitor the impact of a Contractor-proposed method of construction that has been approved. The DMPs shall be arranged such that monitoring can continue without interruption until completion of construction. Adequate access for maintenance and reading of the DMPs shall be provided by Contractor.

MONITORING SCHEDULE

1. All equipment and installation accessories required for operation of the instrumentation system and recording of measurements shall be furnished by the Contractor and shall be available at least two (2) weeks in advance of construction in the area where they are to be installed and shall be securely stored where they will not suffer physical damage or damage arising from excessive moisture, extremes of temperature or other adverse conditions.
2. Within 24 hours of completion of DMP installation, obtain baseline readings and submit to the Engineer for review.
3. Deformation monitoring points shall be installed and initial survey readings following baseline readings shall be complete a minimum of two (2) weeks prior to any construction activity related to excavation or installation of earth support system.
4. Obtain one reading immediately prior to the start of construction.
5. During construction, monitor DMPs at a minimum frequency of once per day; however, the system shall have the ability to increase the frequency to every 2 hours or less. If deformations exceed values in Table 1, or if in the opinion of Engineer, there appears to be movement, the frequency of monitoring shall be increased.

The Contractor shall provide the Contractor's Geotechnical Instrumentation Engineer a summary of work performed each day and any possible activity in the area that may have an effect on instrument readings. The work summary shall be maintained on the Contractor's Geotechnical Instrumentation Engineer web-based database for review by the Engineer.

The Contractor shall protect all DMPs, appurtenant fixtures, and other components of the instrumentation systems from damage due to construction operations, weather, traffic, and vandalism. If a DMP is damaged or unusable, the Contractor's instrumentation personnel shall replace the damaged DMP within 72 hours, at no additional cost to the Department. The Engineer will be the sole judge of work stoppage in the vicinity of the damaged or unusable DMP until it again is operational, at no additional cost to the Department.

RESPONSE VALUES AND RESPONSE PLAN

Tables 1 and 2 indicate Threshold and Limiting Values for selected instruments. These values shall be defined collectively as "Response Values". The actions associated with these Response Values are defined below. Plans for such actions are referred to herein as "Plans of Action," and the actual actions to be implemented are referred to herein as "Response Actions." Response Values are subject to adjustment by the Engineer as indicated by prevailing conditions or circumstances.

ITEM 995.019 (Continued)

The Contractor shall implement remedial Response Actions if instrumentation readings approach the Limiting Values shown in Table 1 and shall take all necessary steps to ensure that the Limiting Values are not exceeded. The Contractor may be required to suspend activities in the affected areas where Threshold Values are exceeded to avoid exceeding the Limiting Value and review potential corrective measures that could be implemented if the Limiting Value is exceeded.

If a Threshold Value is reached the Contractor shall:

- 1.) Notify the Department and Engineer that the Threshold Value has been reached.
- 2.) Meet with the Engineer within 24 hours of the Threshold Value being reached to discuss the need for Response Action(s).
 - a. If notified by the Engineer during the above meeting that a Response Action is needed, within 24 hours submit a detailed specific Plan of Action, so that the Limiting Value is not exceeded.

If a Limiting Value is reached, the Contractor shall:

- 1.) Stop work immediately and notify the Department and Engineer that the Limiting Value has been reached. Work shall not resume until a meeting is held with the Department and Engineer to discuss the need for additional Response Action(s).
- 2.) Meet with the Department and Engineer within 24 hours of the Limiting Value being reached to discuss the need for additional Response Action(s).
 - a. If notified by the Engineer, implement additional Response Action(s) within 24 hours of submitting a detailed specific Plan of Action, so that the Limiting Value is no longer exceeded.

TABLE 1. RESPONSE VALUES

INSTRUMENTATION TYPE/LOCATION	INSTRUMENT RESPONSE VALUES	
	THRESHOLD	LIMITING
MONITORING POINTS ON EXISTING BRIDGE AND RAILROAD TRACKS	DEFORMATION (IN ANY DIRECTION) = 0.25-INCH	DEFORMATION (IN ANY DIRECTION) = 0.5-INCH
MONITORING POINTS ON TEMPORARY EARTH RETAINING SYSTEMS	DEFORMATION IN LATERAL DIRECTION TOWARD EXCAVATION = 1.0 INCHES	DEFORMATION IN LATERAL DIRECTION TOWARD EXCAVATION = 2.0 INCHES
SEISMOGRAPHS	REFER TO TABLE 2	REFER TO TABLE 2

ITEM 995.019 (Continued)**TABLE 2. RESPONSE VALUES VIBRATION ACCEPTANCE CRITERIA FOR SEISMOGRAPHS**

TYPE	SOURCE M ¹			SOURCE S ²		
	F(HZ) ⁶	PEAK PARTICLE VELOCITIES (PPV)		F(HZ) ⁶	PEAK PARTICLE VELOCITIES (PPV)	
		THRESHOLD VALUE (IN/SEC)	LIMITING VALUE (IN/SEC)		THRESHOLD VALUE (IN/SEC)	LIMITING VALUE (IN/SEC)
EXISTING/ PROPOSED BRIDGE STRUCTURES	1-30	0.15	0.2	10-60	0.37	0.5
	30-60	0.15	0.2-0.3*	60-90	0.37	0.5-0.7**

TABLE 2 NOTES:

1. Source M: Continuous or steady state vibrations such as: vibratory pile drivers, hydromills, large pumps and compressors, bulldozers, trucks, cranes, scrapers and other large machinery, jackhammers, reciprocating pavement breakers and compactors.
2. Source S: Transient or impact vibrations such as: blasting with explosives, drop chisels for rock breaking, buckets, impact pile drivers, wrecking balls and building demolition, gravity drop ground compactors and pavement breakers.
3. *denotes that the lower value applies to 30 Hz and the upper to 60 Hz, with interpolation in between.
4. **denotes that the lower value applies to 60 Hz and the upper to 90 Hz, with interpolation in between.
5. f(Hz) = frequency in hertz.
6. Strict vibration threshold and limiting values have been established for structures in the vicinity of the construction. The contractor is advised that due to the close proximity of the construction to some of these structures, construction means and methods may need to be altered or restricted to operate within the range of vibration established.

BASIS OF PAYMENT

Item 995.019 will be paid for at the Contract unit price Lump Sum price, which price shall include all necessary engineering services, labor, materials, tools, equipment, staging, access, removals, storage, the cost of all field measurements and survey required, and all incidental costs required to complete the work.

ITEM 996.401**TEMPORARY GRS-IBS-GEOSYNTHETIC
REINFORCED SOIL
ABUTMENTS AND WINGWALLS****LUMP SUM**

The work under this Item shall consist of furnishing all materials, equipment and labor needed to construct and maintain Temporary Geosynthetic Reinforced Soil-Integrated Bridge System (GRS-IBS) abutments and wingwalls to support the proposed Temporary Pedestrian/Utility Bridge and corresponding pedestrian approach path during construction work. The GRS-IBS abutments and wingwalls shall be constructed to the lines and grades shown on the contract drawings and approved shop drawings. Work also includes construction of the temporary reinforced concrete stub abutments/bridge seats supported by the GRS-IBS system.

Upon completion of the permanent bridge structure construction for bridge L-12-002 (2N2), after all pedestrian traffic has been relocated onto to the permanent bridge structure and the Temporary Pedestrian/Utility bridge has been removed, the Contractor shall also be responsible for removal and disposal of the temporary stub abutments and GRS-IBS abutments and wingwalls.

No construction of the GRS-IBS abutments and wingwalls shall start unless all materials and services needed for the work will be delivered in such an order that there will be no interruption to the continuous and efficient progress in the completion of the project.

REFERENCE DOCUMENTS

In the event of conflict between the documents referenced herein and the contents of this specification, the contents of this specification shall be the superseding requirement.

Various AASHTO and ASTM materials and testing designations are referenced in these specifications. The following FHWA reports are also relevant to the work:

- *Design and Construction Guidelines for Geosynthetic Reinforced Soil Integrated Bridge Systems*, dated 2018, PUBLICATION NO. FHWA-HRT-17-080, Federal Highway Administration, Washington, DC
- Federal Highway Administration. (2012). *Acceptance of Non-Structural Precast Elements*, Report No. FHWA-HIF-12-045, Federal Highway Administration, Washington, DC.

In addition, Bidders are encouraged to watch an FHWA-produced video of the construction process. It can be seen at: http://www.youtube.com/watch?v=w_5WfoAdoUw

Abbreviations

GRS: Geosynthetic Reinforced Soil
GRS-IBS: Geosynthetic Reinforced Soil – Integrated Bridge System
QC: Quality Control
RSF: Reinforced Soil Foundation
CMU: Concrete Masonry Unit

ITEM 996.401 (Continued)**SUBMITTALS**

The Contractor shall submit complete and accurate shop drawings to the Engineer for approval, showing the configuration, and all details, dimensions and cross-sections necessary to construct the GRS abutment and wingwalls, including but not limited to, the following:

- 1.) Sequence and schedule of construction, including overall construction schedule and construction phasing.
- 2.) Methods of excavation and backfill.
- 3.) A plan view which shall include dimensions, stations, and offsets at the face of wall line as shown on the Plans.
- 4.) An elevation view of the abutments and wingwalls which shall include the elevations at the top of the wall at all horizontal and vertical break points, all steps in the RSF and base of modular block facing, and an indication of the final ground line.
- 5.) A typical cross section or cross-sections showing the elevation relationship between existing ground conditions and proposed grades, and the proposed wall configuration.
- 6.) Plan views detailing the GRS reinforcement courses and layout, as well as CMU block face courses.
- 7.) General notes pertaining to the GRS-IBS construction.
- 8.) Location of utilities.
- 9.) All acceptance testing and frequency.

The Contractor shall also submit the manufacturer's product data and/or material certifications for the various components of the GRS wall system, including CMU block facing, geosynthetic reinforcement, and backfill.

Before the start of the work, the Contractor shall submit a written QC plan for approval by the Engineer. The QC plan is not intended to be a generic document, but rather, it must be project specific. The plan should sufficiently document the QC processes of all Contractor parties (i.e., prime Contractor, subcontractors, and producers) performing work required under this specification. The QC plan shall be structured to follow the format and section headings outlined in the MassDOT Model QC Plan. It shall be submitted to the Engineer for review and approval a minimum of 30 days prior to the start of work.

MATERIALS**Concrete Masonry Unit (CMU) Facing Elements**

Facing elements consisting of split-face CMU block units shall meet ASTM C90-11B requirements, with a minimum required compressive strength of 4,000 psi and a maximum water absorption rate of 5 percent after 24 hours. CMU blocks units shall be fabricated from a MassDOT approved fabricator. Concrete trial batch will need to be approved prior to fabrication.

ITEM 996.401 (Continued)

CMU blocks shall be furnished within the following tolerances:

- The height of each individual block shall be within 1/16 inches of the specified dimension.
- The length and width of each individual block shall be within 1/8 inches of the specified dimension.
- Hollow CMU block units shall have a minimum face shell thickness of 1-1/4 inches and a minimum web thickness of 3/4 inches.

Backfill Materials

Furnish sound, crushed durable particles, fragments of stone gravel free from organic matter or other deleterious material for the Geosynthetic Reinforced Soil (GRS) at the abutments and wingwalls, reinforced soil foundations (RSFs), integrated approach, and leveling course, conforming to the requirements of the MassDOT Standard Specifications described below:

A.) Geosynthetic Reinforced Soil (GRS) Backfill

The backfill material for the GRS shall meet the requirements of Table M2.01-1, gradation M2.01.5 “1/2-inch Crushed Stone” and have a minimum angle of internal friction of 40 degrees as confirmed by a direct shear test conducted in accordance with ASTM D3080.

B.) Reinforced Soil Foundation (RSF) Backfill

The backfill material for the RSF shall meet the requirements of Table M2.01-1, gradation M2.01.4 “3/4-inch Crushed Stone” and have a minimum angle of internal friction of 40 degrees as confirmed by a direct shear test conducted in accordance with ASTM D3080.

C.) Integrated Approach Backfill

The backfill material for the integrated approach shall meet the requirements of Table M2.01.7 “Dense Graded Crushed Stone for Sub-Base”.

D.) Leveling Course Backfill

The leveling course backfill material shall meet the requirements of M2.01.0 Crushed Stone, and gradation requirements of M2.01.6.

Well graded materials shall be compacted to at least 95 percent maximum dry density according to AASHTO T-99-10, while open graded materials should be compacted until there is no movement or appreciable displacement of the compacted surface during compaction or at least three passes of the compaction equipment, whichever is greater.

Well graded material within the top 5 feet of the GRS abutment (i.e. just below the stub abutment footing) shall be compacted to 100 percent of the maximum dry density according to AASHTO T-99-10, while open graded materials should be compacted until there is no movement or appreciable displacement of the compacted surface during compaction or at least four passes of the compaction equipment, whichever is greater.

ITEM 996.401 (Continued)**Geosynthetics**

Furnish geosynthetics consisting of woven geotextile for the GRS abutment, RSF and integrated approach. The geosynthetics material shall be biaxial (equal strength in both directions) and manufactured from polypropylene, high-density polyethylene, or polyester.

GRS Abutment and Wingwalls

Geotextile shall meet the requirements of AASHTO M-288 Table 9 for Reinforced Soil Applications with the additional requirement that the geotextile have a minimum ultimate tensile strength of 4,800 lb/ft according to ASTM D 4595-11 and a minimum tensile strength at 2 percent strain of at least 1370 lb./ft. but does not need to meet the requirements for permittivity. The geotextile shall be selected from the MassDOT QCML.

Frictional resistance between the geotextile and GRS backfill material proposed for use by the Contractor and between the proposed geotextile and the underlying native soil shall be demonstrated to have a coefficient of friction of at least 0.56 by means of laboratory testing in accordance with ASTM D5321.

RSF

Geotextile shall meet the requirements of GRS Abutment and Wingwalls.

Integrated Approach

Geotextile shall meet the requirements of GRS Abutment and Wingwalls.

Miscellaneous Materials

CMU Block Wall Concrete Fill and Concrete Cap – 4000 PSI, 3/8 IN., 660 Cement Concrete.

Concrete for Stub Abutment – 5000 PSI, 3/4 IN., 685 HP Cement Concrete

Reinforcing Steel Bar—Deformed bars as described in STEEL REINFORCEMENT FOR STRUCTURES – EPOXY COATED of the Standard Specifications, Section 901, and Division III Materials Specifications Section M8.01.0.

CONSTRUCTION METHODS**Labor and Equipment**

Section 7.2 of the *Design and Construction Guidelines for Geosynthetic Reinforced Soil Abutments and Integrated Bridge Systems* (Publication FHWA-HRT-17-080) may be consulted for information regarding typical labor, tools, and equipment requirements proven to efficiently construct the GRS-IBS.

ITEM 996.401 (Continued)

Excavation

- A. All excavation shall comply with the Occupational Safety and Health Administration as well as State and local requirements.
- B. Excavation shall include provisions for drainage with a sloped cut to facilitate the movement of water away from the work.
- C. Any over-excavation that forms a pit shall be backfilled with suitable free draining material and compacted.

RSF

- A. The base of the RSF shall be cut smooth and excavated to uniform depth, and all loose, soft, wet, frozen, organic, and unsuitable material shall be removed from the base and sides of the excavation.
- B. The base of the RSF shall be graded level for the entire area of the base to the limits shown in the plans.
- C. Excavation shall be backfilled as soon as possible to avoid adverse weather delays. If this cannot be achieved, the excavation shall be graded to one end to facilitate the removal of any water. If excavation is flooded, all water shall be removed along with soft saturated soils.
- D. The RSF shall be constructed with backfill material placed from the face to the back to push folds or wrinkles in the geotextile reinforcement to the free end of the reinforcement layer. Backfill shall be compacted in maximum of 8-inch-thick lifts.
- E. The fill material shall be graded, leveled, and compacted before encapsulating the RSF.
- F. The RSF shall be encapsulated in the geotextile reinforcement and placed perpendicular to the abutment face to protect it from possible erosion. The geotextile shall be sized to fully enclose the RSF on the face and the wing walls sides.
- G. Overlap geotextile reinforcement a minimum of 3 feet on the top of the preceding layer.
- H. The wrapped corners of the RSF need to be tight and without exposed soil within the RSF to complete the encapsulation.

Placement of Backfill and Compaction

- A. For RSF and Integrated Approach Backfills, the backfill material shall be compacted to at least 95 percent maximum dry density according to AASHTO T-99-10.

ITEM 996.401 (Continued)

- B. For RSF and Integrated Approach Backfills, adjust the moisture content of the compacted backfill materials to within 2 percent of the optimum moisture content.
- C. The GRS mass shall be constructed using compacted lifts of approximately 8 inches, equal to the facing block height.
- D. For GRS Backfill, compact each layer using a vibratory roller or other suitable compactor capable of compacting 8 inches of fill until there is no visible evidence of further compression. A minimum of four passes shall be applied per lift.
- E. Hand-operated compaction equipment, such as lightweight mechanical tampers, plates, or rollers, is required within 3 feet of the front of the wall face so as not to damage or dislocate the facing blocks.
- F. The top 5 feet of the abutment (i.e., just below the bridge seat) shall be compacted to 100 percent of the maximum dry density in accordance with AASHTO T-99-10.
- G. Compaction equipment shall be selected to achieve the required fill material density.

Placement of Geotextile Reinforcement

- A. Geotextile reinforcement shall be installed in accordance with the manufacturer's site-specific wall erection instructions.
- B. Reinforcement coverage shall be as shown on the drawings.
- C. Adjacent sections of the geotextile reinforcement do not need to be overlapped except for the geotextile of the RSF, which shall overlap 3 feet.
- D. Geotextile reinforcement shall be laid so that it is taut and free of wrinkles prior to backfilling.
- E. Geotextile reinforcement shall be placed directly on the compacted horizontal fill surface.
- F. The geotextile shall bear uniformly on the compacted reinforced soil from the connection to the wall to the free end of the geotextile layer.
- G. The geotextile reinforcement shall extend between the layers of the CMU block.
- H. The geotextile reinforcement shall cover a minimum of 85 percent of the top surface of the CMU block. Any excess reinforcement material showing through the face shall be removed in accordance with the manufacturer's directions.
- I. A minimum backfill layer of 6 inches shall be placed on the geotextile prior to operating any vehicle or equipment over it.

ITEM 996.401 (Continued)

J. Bearing bed geotextile reinforcement shall be placed behind the CMU block approximately 4-inch spacing with the main reinforcement layers for five layers of GRS abutment directly under the bridge seat as shown on the drawings.

Wall Facing

- A. Split-Block CMU units shall be used for the GRS wall facing.
- B. The CMU block construction shall begin at the lowest portion of the excavation with each layer placed horizontally.
- C. Each CMU block shall be placed tightly against the adjoining block without any gaps.
- D. Each CMU layer shall be completely constructed and cleaned of any debris and fill material prior to placing the next layer of geosynthetic reinforcement and CMU.
- E. A stretcher or running bond shall be maintained between courses of blocks to ensure that the joints between the blocks are offset with each row, with the vertical joints of each course midway between those of adjoining courses.
- F. CMU blocks displaced out of required alignment during construction shall be carefully moved back into position by methods that will not cause damage to the CMU blocks or other work.
- G. Any damaged CMU blocks shall be replaced to retain the new wall integrity.
- H. Abutment wall and wing wall courses shall be staggered to form a tight interlocking stable corner where they are at right angles, as shown on the drawings.
- I. Corner details for vertical joints shall be submitted to accommodate corners other than right angles. Suggested details are included in the drawings.
- J. The top three courses of CMU blocks shall be filled with block wall concrete fill, pinned with No. 4 steel bar, and embedded within the reinforced concrete cap.

Leveling Course

- A. The first course of the facing block shall be set level and to grade.
- B. A thin leveling layer of 3/8-inch crushed stone, which shall not exceed 0.5 inches, may be used on the top of the RSF to facilitate construction of the first course of the facing block. If the leveling layer required exceeds 0.5 inches, then mortar or grout shall be placed in the gap between the RSF and the first CMU block course

ITEM 996.401 (Continued)**SCHEDULE OF BASIS FOR PARTIAL PAYMENT**

Within 10 days from the date of the Notice to Proceed, the Contractor shall submit on Contractor's Proposal Form a schedule of unit prices for the major component sub-items that make up Item 996.401.

The Lump Sum breakdown quantities provided in the proposal form are estimated and are not guaranteed. The total of all partial payments for this item to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer. The cost of labor and materials for any item not listed but required to complete the work shall be considered incidental to Item 996.401, no further compensation will be allowed.

Sub-item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

Sub-Item	Description	Quantity	Unit	Unit Price	Total
156	CRUSHED STONE	2190	TON		
698.1	GEOTEXTILE FABRIC FOR STABILIZATION	7700	SY		
904.3	5000 PSI, 3/4", 685 HP CEMENT CONCRETE	28	CY		
910.1	STEEL REINFORCEMENT FOR STRUCTURES – EPOXY COATED	1750	LBS		
997.01	CEMENT MASONRY UNITS – WHOLE SOLID UNCUT	861	EA		
997.03	CEMENT MASONRY UNITS – HALF SOLID UNCUT	92	EA		
997.05	CEMENT MASONRY UNITS – WHOLE HOLLOW CORE UNCUT	1204	EA		
997.06	CEMENT MASONRY UNITS – WHOLE HOLLOW CORE CUT	143	EA		
TOTAL LUMP SUM CONTRACT BID PRICE OF ITEM 996.401 =					

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DOCUMENT A00802

DETAIL SHEETS

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PAVEMENT NOTES (Continued)

PROPOSED BRIDGE PAVEMENT

AREA = 670 SY

Surface Course: 1.5" Superpave Bridge Surface Course – 9.5 Polymer (SSC-B-9.5-P)

Protective Course: 1.5" Superpave Bridge Protective Course – 9.5 Polymer (SPC-B-9.5-P)

PROPOSED CEMENT CONCRETE SHARED USE PATH

AREA = 410 SY

Surface Course: 4.0" Cement Concrete (4000' PSI, 3/4", 660 Lbs, Air Entrained)

Subbase: 8.0" Gravel Borrow, Type B

PROPOSED TEMPORARY HMA SIDEWALK

AREA = 180 SY

Surface Course: 1.25" Superpave Surface Course - 9.5 Polymer (SSC-9.5-P)

Intermediate Course: 1.75" Superpave Intermediate Course - 12.5 (SIC-12.5)

Subbase: 8.0" Gravel Borrow, Type B

ITEM 101. **CLEARING AND GRUBBING**

To be used for areas between existing edge of pavement and sediment control barrier/limit of disturbance.

ITEM 102. **SELECTIVE CLEARING AND THINNING**

To be used at northeast corner of bridge and as required for utility poles and overhead wires.

ITEM 120. **EARTH EXCAVATION**

To be used for existing berm, existing bituminous sidewalk, temporary sidewalk installation and removal, portions of the existing bridge, cut volume from cross sections, and all manner of materials not listed as directed.

ITEM 150. **ORDINARY BORROW**

To be used for temporary sidewalk and embankment fill quantities from cross sections and as required by the Engineer.

ITEM 151. **GRAVEL BORROW**

To be used for proposed full depth pavement and box widening, cement concrete sidewalk, and shared use path and as required by the Engineer.

ITEM 151.2 **GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES**

To be used for backfilling both abutments and the approach path to the temporary bridge and for backfill for utility trenches (watermain, conduit) as required by the Engineer.

ITEM 431. **HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE**

To be used for proposed box widening less than 4 feet wide as required by the Engineer.

ITEM 451. **HMA FOR PATCHING**

To be used for permanent patching as necessary and as required by the Engineer.

ITEM 470. **HOT MIX ASPHALT BERM**

To be used for installation of proposed HMA berm.
Concord Road (Route 126)
Sta. 18+75 to Sta. 20+50 L
Sta. 20+50 to Sta. 21+50 L
Sta. 24+10 to Sta. 26+00 R
Sta. 26+00 to Sta. 27+75 R

ITEM 472. **TEMPORARY ASPHALT PATCHING**

To be used for patching as necessary following utility installation and as required by the Engineer as required byt the Engineer.

ITEM 506. **GRANITE CURB TYPE VB – STRAIGHT**

To be used for installation of proposed granite curb.
Concord Road (Route 126)
Sta. 19+70 to Sta. 20+50 R
Sta. 21+50 to Sta. 22+20 L
Sta. 20+50 to Sta. 21+86 R

ITEM 509. **GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS – STRAIGHT**

To be used for installation of proposed granite transition curb.
Concord Road (Route 126)
Sta. 19+64 to Sta. 19+70 R
Sta. 21+50 to Sta. 21+56 L
Sta. 21+86 to Sta. 21+92 R
Sta. 22+16 to Sta. 22+22 L
Sta. 23+75 to Sta. 23+81 R
Sta. 24+20 to Sta. 24+26 L

ITEM 520.21 **PRECAST CONCRETE LOT CURB**

To be used for installation of proposed precast concrete lot curb.
Concord Road (Route 126)
Sta. 19+65 to Sta. 20+50 R
Sta. 20+50 to Sta. 21+25 R

ITEM 594. **CURB REMOVED AND DISCARDED**

To be used for removal and disposal of existing granite curb.

Concord Road (Route 126)

Sta. 22+18 to Sta. 22+31 L

Sta. 21+78 to Sta. 21+93 R

Sta. 23+70 to Sta. 23+83 R

Sta. 24+08 to Sta. 24+21 L

ITEM 620.132 **GUARDRAIL, DEEP POST (SINGLE FACED AND POWDER COATED)**

To be used for installation of proposed guardrail, deep post.

Concord Road (Route 126)

Sta. 19+65 to Sta. 21+41 R

Sta. 24+05 to Sta. 24+50 R

Sta. 24+75 to Sta. 27+54 R

ITEM 628.241 **TRANSITION TO BRIDGE RAIL - (WEATHERED)**

To be used for installation of proposed guardrail transitions to bridge rail.

Concord Road (Route 126)

Sta. 21+41 to Sta. 21+75 R

Sta. 21+87 to Sta. 22+21 L

Sta. 23+71 to Sta. 24+05 R

Sta. 24+18 to Sta. 24+52 L

ITEM 630.2 **HIGHWAY GUARD REMOVED AND DISCARDED**

To be used for existing highway guardrail.

Concord Road (Route 126)

Sta. 19+16 to Sta. 20+50 L

Sta. 19+52 to Sta. 20+50 R

Sta. 20+50 to Sta. 22+33 L

Sta. 20+50 to Sta. 21+25 R

Sta. 21+44 to Sta. 21+83 R

Sta. 24+07 to Sta. 26+00 L

Sta. 24+10 to Sta. 26+00 R

Sta. 26+00 to Sta. 29+40 L

Sta. 26+00 to Sta. 27+15 R

ITEM 669. **FENCE REMOVED AND STACKED**

To be used for removal and stacking of existing wood fence as directed by the Owner and the Engineer.

Concord Road (Route 126)

Sta. 19+16 to Sta. 20+50 L

Sta. 20+50 to Sta. 22+33 L

ITEM 710.4 **BOUND – PLAIN GRANITE**

Contingency Item.

ITEM 711. **BOUND REMOVED AND RESET**

To be used for removing and resetting existing bounds where necessary to perform the proposed work.

ITEM 767.122 **SEDIMENT BARRIER - COIR LOG**

To be used for sediment and erosion control.

Concord Road (Route 126)

Sta. 18+75 to Sta. 20+50 L

Sta. 19+45 to Sta. 20+50 R

Sta. 20+50 to Sta. 23+30 L

Sta. 20+50 to Sta. 26+00 R

Sta. 23+00 to Sta. 26+00 L

Sta. 26+00 to Sta. 29+48 L

Sta. 26+00 to Sta. 27+90 R

*** END OF DOCUMENT ***

DOCUMENT A00808

PROJECT UTILITY COORDINATION FORM

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Project Utilities Coordination (PUC) Form

CONTACTS AND GENERAL UTILITY INFORMATION

1/30/2026

Revision
Date:

1/30/2026
PRINTED

City/Town: Lincoln	Project File #: 86461	PUC Completed by: Zaha.A.Picard@agil@dot.state.ma.us	Utility Pole Set: Eversource
Route/Street: BRIDGE REPLACEMENT, L-12-002, CONCORD ROAD (ROUTE 126) OVER MBTA/CSX RAILROAD	Resident Engineer: Brian.Noel@dot.state.ma.us/781-853-8435	Mass DOT PM: Eamon Kernan	Scheduled Ad Date: 9/13/2025
MBTA Fitchburg Line Bridge #19.79	Contact: Amanda Klemm@dot.state.ma.us/781-570-1154	Office #: (857) 368-9435	Total Poles Relocated: 12

Consultant: MassDOT Consultant - Commonwealth Engineers & Consultants, Inc.	Contact: Joe Reilly Nikone Soupharath Thom Cunningham Emi Barber Niverio Carvalho	Office #: (401) 632-4608 (401) 273-6600 x 136 (401) 632-0763	Cell #: (401) 374-8610	Email: Jreilly@commonwealth-eng.com nsoupharath@commonwealth-eng.com tcunningham@commonwealth-eng.com ebarber@commonwealth-eng.com ncarvalho@commonwealth-eng.com
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Utility Company	Contact	Office #	Cell #	Email	Scope, Budget, Duration Submitted		Reimbursement		Potential for District Initiated Early Relocation *		Utilities On Bridge/Structure		Utilities Underground (UG) /Aerial (OH)	
					Yes	No	Agreement	Non-Reimb'le	YES	NO	YES	NO	UG	OH
Eversource Elec	Ned Sadowski Michael Wightman	(617) 541-5714	(413) 537-6594	ned.sadowski@eversource.com michael.wightman@eversource.com	X		X			X		X	X	X
Comcast	James Fitzpatrick Michael Cook Gene Looney	(781) 281-7742	(617) 279-1888	James_Fitzpatrick@comcast.com Michael_Cook7@comcast.com eugene_looney@comcast.com	X		X			X		X		X
Verizon	Paul Diamantopoulos Stacey Manseau	(978) 382-2855 (978) 339-5812	(508) 245-5522 (978) 501-3967	paul.e.diamantopoulos@verizon.com smanseau@pike.com	X		X			X		X	X	X
NGrid Gas	Timothy Matoon (DPW) Robert House Melissa Owens Walter Fromm	(781) 907-2845	(617) 592-7850	Timothy.Matoon@nationalgrid.com Robert.House@nationalgrid.com Melissa.Owens@nationalgrid.com Walter.Fromm@nationalgrid.com	X		X			X	X			
mystery														X
Lincoln Fire Alarm	Brian Young	(781) 259-8113	(508) 962-6482	brian.young@lincolntown.org				X		X		X		X
Lincoln Water	Richard Nolli (Superintendent)	(781) 259-2669		nollir@lincolntown.org						X	X		X	

MBTA - CSX - Keolis

MBTA	Christine Bresnahan Terrence McCarthy	(617) 222-3361 (617) 222-4166	(617) 455-7087 (617) 913-9638	CBresnahan@MBTA.com TPMcCarthy@MBTA.com											Power and Signal along track - EMH(possible) - Tel and Power service possible to Pole n of bridge. Fitchburg Line Bridge #19.79 PTC now OHW on North Side of Tracks
MBTA Rail Ops	Robert Proulx Anthony DeDominicis	(617) 222-8364	(857) 330-2813	RProulx@MBTA.com adedominicis@mbta.com											RR Ops
MBTA	Robert Zmudzinski	(212) 377-8549		robert.zmudzinski@aecom.com											
Keolis Flagmen	Jim Welch	(617) 222-8428	(617) 438-2899	James.Welch@KeolisCS.com											Keolis Lead for Flagmen
Keolis - Track	Stephen Boran William Wallace			Stephen.Boran@keoliscs.com William.Wallace@keoliscs.com											Keolis Track
Keolis Signals Fiber	Steve Merrill Mario Pinto Chris Bruno	(617) 222-8445	(617) 293-9360	steve.merrill@keoliscs.com mario.pinto@keoliscs.com Christopher.Bruno@keoliscs.com											Keolis Power Signal Comm, PTC
MBTA PTC Director	Ryan Metcalf			RMetcalf@MBTA.com											Existing PTC is in the way as an OHW under the Slope Span - Proposal is to ug this wire pole to pole and install a Cable and have Keolis Splice cable, and Remove OHW and install Down Guys to clear facilities from risk under bridge.
PTC & ATC Resiliency	Jaime Garmendia Lee Remi Greg Gooden	(617) 519-9122 (540) 292-5428	(617) 293-9234	jgarmendia@mbta.com lremi@mbta.com william.gooden@wsp.com											UG PTC under Design Build
PTC & ATC Resiliency	Nikole Bulger			Nikole.Bulger@wsp.com											2024 2 5 The MBTA Fiber Optic Resiliency (FOR) project fiber optic system installation through this area is ongoing
CSX	Michael Sliper	(518) 767-6081		Michael_Sliper@csx.com											CSX has Freight Right - All Flagging is Keolis

For Information Only

Lincoln DPW	Chris Bibbo	(781) 259-3574		bbiboc@lincolntown.org											
Lincoln Town	Stephen Olson Donaldson Susan	(781) 382-5197 (781) 259-8999		olsons@lincolntown.org donaldsons@lincolntown.org											
Lincoln Planning	Paula Vaughn-Mackenzie (Director) Jennifer Curtis (Assist Director)	(781) 259-2610		vaughnp@lincolntown.org curtjnj@lincolntown.org											
Lincoln Police	Sean Kennedy	(781) 259-8113		SKennedy@lincolntown.org											

No Facilities or No Conflicts

Eversource Fiber	Farzin Tahmasbi Bachir El Khoury Hanna Mahmoud Berikaa	(781) 441-3864		farzin.tahmasbi@eversource.com bechir.khoury@eversource.com mahmoud.berikaa@eversource.com											No Observed OHW - No response to RFI
Tenn Gas	David Wood	(860) 763-6005	(413) 530-7117	David_Wood@KinderMorgan.com											2021 09 09 No Facilities
Enbridge	Kathy M. Aruda	(508) 938-7728	(617) 921-4910	kathleen.aruda@enbridge.com											2021 09 10 - No Facilities within approx. 2.5 miles from project limits.
MCI-Verizon	Stephen Parretti	(508) 248-1305	(508) 892-3381	stephen.parretti@verizon.com											2025 8 26 No Facilities
Crown Castle/ Lighttower	Mark Bonanno	(508) 616-7818	(617) 828-1415	mark.bonanno@crowncastle.com											2020 04 29 No Facilities

Utility Relocation Notes for MassDOT Contractor

Unless otherwise noted by Contract, the MassDOT Contractor is to provide the District Construction Office with 7 Calendar Days advance notification in order to validate the current progress and provide the required 30 Days advance notice-to-proceed for the first Utility - and each subsequent Utility. These advance notifications are to be identified in the Contractor's Schedules (Pre-Con preparation, Baseline, Subnets, and Updated/Monthly Schedules) as specified in Subsection 8.02 (for DBB Contracts) and/or Section 9 (of DB Contracts). Note: The durations included below do not include these lead-times. See Additional 'Important Basis notes for Contractor' - on last PUC Form page.

Additional notes:

Lead paint railings, Poison Ivy, Gunite(possible asbestos) Tree Trimming clear zones: The Contractor shall trim vegetation required for the Excavation and fill and for utility work, fences, etc., The Contractor shall plan a site walk with the Utilities(Eversource, NGrid, Verizon, MBTA), the Res Eng, the Lincoln Conservation Department Staff, Tree Warden, Design Engineer, DOT Landscape Eng, and the Contractors Landscape Architect to review the stages of Construction Offsets to Utility wires, and protection of roots, and removal of undesirable trees beyond the limits of Public ROW.

Suggested Sequence of Relocation / Based on Consultant proposed construction staging)

The sequence as detailed on the following pages is based on the consultants proposed staging plan. This information was compiled through meetings that included all of the utilities listed below along with the designer and the Town of Lincoln. The information provided is the best available information prior to project advertisement.

PUC FORM - CONTINUED

is 'enabling' (prep) work, by the Contractor, necessary prior to the start of the first series of utility relocations:

Yes	No
X	

Project File #: 86461

City/Town: Lincoln

Route/Street: Rte. 126 over MBTA L-12-002

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Has any of the Utility work been identified to work concurrently

Yes	No
X	



RESPONSIBLE PARTY	DESCRIPTION - Utility Relocation Phases, Tasks and Activities	Estimated Duration (Work Days) by Utilities (Lead time not included)	Concurrent / Exclusive Utility Work				Potential Access Restraint (Yes/No)	Access Restraint & Limitations of Operations Notes
			Exclusive Utility on site	Concurrent Utilities	Contractor Off-Site operations on physical construction	Contractor Concurrent Utility are working on-site but NOT in the same vicinity		
U = Utility Co. C = Contractor	<p>DESCRIPTION - Utility Relocation Phases, Tasks and Activities</p> <p>Enabling work by the Contractor - Apply for MBTA License my takes OVER 120 days. Coordinate with Utilities to also acquire licenses. Contractor participate in weekly track outage meetings and secure flagmen in advance of the date the contractor proposes to begin work once access license is obtained (Rich Arnold at 617-222-3635). Contractor to pay all fee and training for right of way. Call in dig safe to mark out UG, Coordinate with MassDOT Survey to mark poles. Coordinate with DURE to meet all Utilities and walk site to confirm Prop. Poles are staked and Grade stakes are placed for Prop Grade. Coord with DURE to send 30 day notices for force account work to begin. Contractor to meet in advance with Eversource, tree warden and Landscaping to review tree trimming required. Review Contract restriction on if tree cutting / clearing is prohibited from April 15 to August 31 of each year. Request WO #s from Electric and Coordinate with MBTA/Keolis on Disconnect/Reconnects for Existing services to MBTA. Contractor to coordinate with Lincoln for the water shutdown hours. Do this 120 Days in advance to reduce risk of delays. A second round of Tree trimming is required for removal of stray limbs and touch up.</p> <p>UTILITY OPERATIONS - 1st Water Works Stage Utility Co. Lincoln Water Contractor to work with Town to apply for MBTA License 120 days and to coordinate shutdowns. Contractor fills out all forms and pays for the Access Licensing - The Town does cut the check for the Utility License for yearly fees. Contractor to install gate valve / coupling Contractor to install 8" water line at the approaches and plug and cap it Survey and test pit if needed</p> <p>UTILITY OPERATIONS - OHW and Pole Relocations Utility Co. Verizon Install 10 Poles and Anchors #39A, 39B, 39C, 37, 38, 39, 42, 43 Vz to install Strand and Guying</p> <p>UTILITY Co. Eversource Electric Install 2- 55' poles and Anchors #40, #41 Ev to Frame at 12 Locations Ev to install 40' MBTA pole at station 24+60 Service Pole #39-5 - Contractor W/O# Contractor to install 10' Step up transformer Panel Post at station 24+65 Contractor to coordinate with Keolis the time to disconnect and reconnect MBTA cabinet / Rebuilt transformer panel 10' back (Contract Item) Contractor/ Keolis / Eversource coordinate for the outage(s). Ev to install street lighting into temp pole UPL 39B/ TEMP 39C Contractor to install Eversource MH& Duct in order to place the new temp conduits that ties into the MBTA Bangalow Contractor install TEMP 2-4" conduit from 39C to New Ev EMH for Eversource Transfer / re-run primary conductor/install service to MBTA (39A, B, C to electric manhole) Transfer / install all remaining equipment Abnd service from pole 7/40uu</p> <p>MassDOT - Contractor MBTA Service to MBTA (OHWs to the west): The work will require a WO from Eversource for an overhead service connection and advanced notice. Ev to install a Short Service Pole. Contractor to pay all fees to transfer the service to a New Transformer Post mounted Panel, install pigtail and connect cable to secondary pole line and meter. Contractor to install riser, sweeps, ug conduit and cable in accordance with Elec Standards and approved WO #. (Ev New Service request will confirm if this pole is acceptable for the new overhead Service Connection). Service to MBTA (East to Bungalow): The work will require a temporary and permanent relocation of the Eversource overhead service connection for a 3 - Phase Primary service to the MBTA. Eversource owns the conduit and the Pad Mounted Transformer. Contractor to install all civil work (EMHs, riser, sweeps, ug conduit) in accordance with Elec Standards. The Temporary service comes in on Temp Poles and is early action work. Eversource will install all wiring under force account.</p>	1	Utility working with other utilities on site	No Contractor physical construction operations on-site (while Utility are working on-site)	Contractor and Utility are working on-site but NOT in the same vicinity			Should an AR be considered for the Contractor?
	Sub-Total	1						
	Sub-Total	18	X		X	N	duce estimate*	
	Sub-Total	6	X		X	N	duce estimate*	
	Sub-Total	24				N	duce estimate*	
	Sub-Total	4	X		X	N	duce estimate*	
	Sub-Total	6	X		X	N	duce estimate*	
	Sub-Total	1				N	duce estimate*	
	Sub-Total	7		X		N	duce estimate*	
	Sub-Total	7		X		N	duce estimate*	
	Sub-Total	1		X		N	duce estimate*	
	Sub-Total	27		X		N	duce estimate*	
	Sub-Total	0						

RESPONSIBLE PARTY	DESCRIPTION - Utility Relocation Phases, Tasks and Activities	Estimated Duration (Work Days) by Utilities (Lead time not included)	Concurrent / Exclusive Utility Work					Access Restraint & Limitations of Operations Notes	
			Exclusive Utility on site	Concurrent Utilities	Contractor Off-Site operations on-physical construction	Contractor and Utility are working on-site but NOT in the same vicinity	Potential Access Restraint (Yes/No)	Reason/Note (optional)	
C = Contractor U = Utility Co.	Task: 5 Utility Co. Comcast	3							
	u Place strand and cable along the new pole line. (Poles 37-43, along west side of Route 126)	1	x						
	u Splice new cable placed.	45		x					
	u Place and splice additional fiber to accommodate new distances	2							
	u Swing fiber from existing pole line to new pole line.	1	x						
	u Wreck out obsolete cable, strand, and hardware from old pole line.	52							
	Sub-Total								
	Task: 6 Utility Co. Verizon	5							
	u V2 to place cables	10							
	u V2 splice to cut over cables and terminal	7							
u V2 Line Crew to remove and/or transfer Cables, terminals, and drops	15								
u Remove Poles and Guying	5								
c Install temporary 1-4" MBTA service	5		x						
u Install temporary MBTA service, poles 39 A,B,C to MBTA manhole and rem overhead wire to #7/40uu	5		x						
u V2 to remove pole #7/40uu	47								
Sub-Total									
OHW and UP relocation total Sub-Total		150							
STAGE : 1 Phase : B Task: 7a	Enabling work by the Contractor - Coordinate with Keolis to receive a quote to be reimbursed by contract allowance item for splicing PTC, and Power/Signal/Communications. Utility Co. Keolis/MBTA - PTC OHW - Dark blue line on Plans (Owned and Maintained by Keolis) Submits an application for MBTA Access License - Consider this process may take well over 120 work day (6-9 months) Contractor to coordinate with Keolis track outage and Bus Diversions c Install conduit, Sweeps, Riser, handholes, PTC c Keolis to purchase and install and splice PTC overhead wires into underground conduit (1-4" PVC schedule 80 installed by Contract Item) and splice over to station 939+60 and remove old wires. K Keolis to install 15 guying for both Poles	10							
Task: 7b Utility Co. Keolis/MBTA - ATC/PTC Resiliency - Green Line on Plans (Still owned by DB contractor) This conduit is on Pier footing that must be retrofitted	Submits an application for MBTA Access License - Consider this process may take well over 120 work day (6-9 months) Contractor to coordinate with MBTA and Design Build Company WPS for a Force Account Estimate c Install conduit, Sweeps, Manholes as shown on Plan by Contract Items w s Contractor to coordinate to acquire a price to install a cable from splice to splice and have the DB contractor install this cable and bill MBTA. p The MBTA RR Ops will provide the Bill to MassDOT and DOT will set up a Force Account. wsp Splices in new cable into new conduit behind the Pier and cuts away old cable and abandons conduit on Pier footing	120	x						
Task: 7c Utility Co. MBTA - Power Signal Comm - Light Blue line on Plans - This exist conduit is on the Pier Footing that is to be retrofitted	Submits an application for MBTA Access License - Consider this process may take well over 120 work day (6-9 months) Contractor to coordinate with Keolis track outage and Bus Diversions c Install conduit 8-4" PVC Sched 80, EMH, sweeps K Keolis buys and pulls cables into new conduit installed by Contractor items, Keolis to jack any casing pipe under Tracks K Splices in new cables and Pulls out old cables or abandons in place c Reimburse Keolis (generators, flagging, or track Diversion necessary under Contract Items 999.200, 999.860, 999.760)	125							
Sub-Total		170							

STAGE : 1 Phase : c	RESPONSIBLE PARTY C = Contractor U = Utility Co.	DESCRIPTION - Utility Relocation Phases, Tasks and Activities	Estimated Duration (Work Days) by Utilities (Lead time not included)	Concurrent / Exclusive Utility Work				Potential Access Restraint (Yes/No)	Access Restraint & Limitations of Operations Notes Should an AR be considered for the Contractor ?
				Exclusive Utility on site	Concurrent Utilities with other	Contractor Off-Site operations on-physical construction	Contractor and Utility are working on-site but NOT in the same vicinity		
		Enabling work by the Contractor - Before Bridge demolition the contractor shall submit plans and calculation for the operations including but not limited to utility main relocation demolition and excavation and pay all the fees to MBTA. Any changes to design plans will required 180 days for PE stamp and DPU approval. Review time of year restrictions with NGrid (Nov. 15th - April 15th). The contractor shall construct temporary abutment and install new pedestrian temporary bridge. Coordination with National Grid and provide a schedule of construction operation within 30 days of contract award. Contractor to provide line and grade control.							
Task: 8		UTILITY OPERATIONS - National Grid Gas Relays 4" & 8" -60 psi line onto Utility Bridge Utility Co. National Grid Gas Replace approximately 280 feet of 2 inch CS 60 PSIG (MLIN0012) and 330 feet of 4 inch CS 60 PSIG gas main at #96 Concord Rd with 280 feet of 4 inch PL 60 PSIG and 330 feet of 4 inch CS 60 PSIG across the temporary bridge over MBTA, pipe over bridge to be installed in an 8" BS casing Utility Task 1 - WO#12868576							
		u NGrid to provide shop drawing of the roller support to Contractor (after pre-con)	1	x					duce estimate*
		c Contractor provides Approved shop drawings of Steel Ped bridge - Lead time for NGrid to design and obtain DPU approval							
		u NGrid to provide roller bearings to Contractor	1	x					duce estimate*
		c Contractor to mag drill holes for rollers support (*note one hole must be slotted for manufactured variation)							
		u NGrid to provide Steel Sleeve for Backwall							
		c Contractor to install galvi steel sleeve into backwall forms							
		c Contractor installs temp ped bridge							
		c DOT contractor to provide Staging/ Safety walk/ Shielding from above for NGrid to install Gas main	6						
		u Test holes and verification holes	12						
		u Dead main and X-ray	15						
		u Casing pipe-Weld and install on bridge	15						
		u Dead main in casing pipe and X-ray - Weld and install on bridge	2						
		u Pressure test	6						
		u Excavate and shore tie in location	4						
		u Tie in main	1						
		u NGrid to purge old gas main, perform swipe test, remove gate boxes, and abandon main for removal by contractor							
		c Contractor remove all abandoned gas in the way of cut and cap abandon old Gas	63						
		UTILITY OPERATIONS - National Grid							
Task: 9		National Grid Replace approximately 210 feet of 8 inch CS 200 PSIG [ISUD0008] (1950) and 310 feet of 12 inch CS 200 PSIG [ISUD0008] (1959) gas main with 220 feet of 12 inch CS 200# and 300 feet of 8 inch CS 200# at #96 Concord Rd across the temporary bridge over MBTA. Across the temporary bridge over MBTA, main to be installed in a casing over bridge Utility Task 2- WO# 12873707							
		u NGrid to provide shop drawing of the roller support to Contractor (after pre-con)	1	x					duce estimate*
		c Contractor provides Approved shop drawings of Steel Ped bridge - Lead time for NGrid to design and obtain DPU approval							
		u NGrid to provide roller bearings to Contractor	1	x					duce estimate*
		c Contractor to mag drill holes for rollers support (*note one hole must be slotted for manufactured variation)							
		u NGrid to provide Steel Sleeve for Backwall							
		c Contractor to install galvi steel sleeve into backwall forms							
		c Contractor installs temp ped bridge							
		c DOT contractor to provide Staging/ Safety walk/ Shielding from above for NGrid to install gas main	10						
		u Test holes and verification holes	33						
		u Dead main and X-ray	15						
		u Casing pipe-Weld and install on the bridge	15						
		u Dead main in casing pipe and X-ray - weld and install on bridge	4						
		u Pressure test and PIG	10						
		u Excavate and shore tie in location	2						
		u Blake out heat treat	10						
		u Tie in main	1						
		u Odontze/ Pickle	1						
		u NGrid to purge old gas main, perform swipe test, remove gate boxes, and abandon main for removal by contractor							
		c Contractor to remove all abandoned gas in the way of cut and cap abandon old Gas	103						
		Sub-Total							

STAGE : 2 Phase : A	RESPONSIBLE PARTY	DESCRIPTION - Utility Relocation Phases, Tasks and Activities	Estimated Duration (Work Days) by Utilities (Lead time not included)	Concurrent / Exclusive Utility Work				Potential Access Restrict (Yes/No)	Access Restraint & Limitations of Operations Notes
				Exclusive Utility on site	Concurrent Utilities	Contractor Off-Site operations on-site	Contractor and Utility are Working on-site but NOT in the same vicinity		
	C = Contractor U = Utility Co.	Enabling work by the Contractor- Build Utility Bridge foundation, coordinate with NG Gas for installation of gas pipe on bridge prior to crane lift if possible. Make the permanent utility bridge fully/safely accessible for NGRID construction crews. All scheduled work should be completed between April 15 and November 15. Maximum horizontal spacing of the double roll guide supports is 14'. Review all NG Gas Main FA documents and coordinate meeting in advance of approval of shop drawings.		Utility working with no other utilities in vicinity	Utility working with other utilities on site	No Contractor physical construction operations on-site (while Utility Contractor and Utility are Working on-site but NOT in the same vicinity)		Should an AR be considered for the Contractor ?	
Task: 10		UTILITY OPERATIONS - Relay 4" IP into Roadway Bridge National Grid Replace approximately 300 feet of 4 inch CS 60 PSIG gas main at # 96 Concord Rd with 300 feet of 4 inch CS 60 PSIG across the permanent bridge over MBTA Utility Task 3 - WO#- 12875723 NGrid to provide shop drawing of the roller support to Contractor (after precon) Contractor provides Approved shop drawings of Steel Roadway Bridge - Lead time for NGrid to design and obtain DPU approval NGrid to provide roller bearings to Contractor Contractor to mag drill holes for rollers support (*note one hole must be slotted for manufactured variation) NGrid to provide Steel Sleeve for Backwall Contractor to install galvi steel sleeve into backwall forms Contractor installs temp ped bridge DOT contractor to provide Staging/ Safety walk/ Shielding from above for NGrid to install Gas main Contractor to provide casing 12 in casing pipe for pipe 8inch cs200 and 16 in for the 12 in cs200 for both temp and permanent pipe on the bridge Casing pipe- weld and install on bridge Dead main in casing pipe and X-ray- Weld and install on bridge Pressure test Excavate and shore tie in locations Tie in main NGrid to purge old gas main, perform swipe test, remove gate boxes, and abandon main for removal by contractor Contractor to remove all abandoned gas on Temp Pedestrian Bridge.	1 1 2 15 15 1 5 2 1 43	x x	x x	x x	duce estimate* duce estimate*		
Task: 11		National Grid Gas Replace approximately 300 feet of 8 inch CS 200 PSIG at #96 Concord Rd with 300 feet of 8 inch CS 200 PSIG across the permanent bridge over MBTA, pipe to be installed in a casing Utility Task 4- WO#12875915 NGrid to provide shop drawing of the roller support to Contractor (after precon) Contractor provides Approved shop drawings of Steel Roadway Bridge - Lead time for NGrid to design and obtain DPU approval NGrid to provide roller bearings to Contractor Contractor to mag drill holes for rollers support (*note one hole must be slotted for manufactured variation) NGrid to provide Steel Sleeve for Backwall Contractor to install galvi steel sleeve into backwall forms Contractor installs temp ped bridge DOT contractor to provide Staging/ Safety walk/ Shielding from above for NGrid to install Gas main Test holes and verification holes Contractor to provide casing 12 in casing pipe for pipe 8inch cs200 and 16 in for the 12 in cs200 for both temp and permanent pipe on the bridge Casing pipe - Weld and install on bridge Dead main in casing pipe and X-ray- Weld and install on bridge Pressure test and PIG Excavate and shore tie in locations Tie in main NGrid to purge old gas main, perform swipe test, remove gate boxes, and abandon main for removal by contractor Contractor to remove all abandoned gas on Temp Pedestrian Bridge.	1 1	x x	x x	duce estimate* duce estimate*			
Task: 12		UTILITY OPERATIONS - Water on the bridge Town of Lincoln - contract items Contractor to install all pipe fitting / roller supports with hold down straps and 14" casing pipe Contractor to install 2" pipe insulation / backfill / and pressure testing Contractor to ties to existing pipe and perform leakage testing Contractor to remove all abandoned gas on Temp Pedestrian Bridge.	0						

Map 141

POLE RELOCATION SUMMARY SHEET

Project Name: File Route 126 (Concord Road) over MBTA L42-502 Bridge Replacement
 Project No.: 35561
 Reason for Design:

MassDOT or Municipality
 Commonwealth Engineers & Consultants, Inc.
 Advertisement
 MassDOT, Municipality, or Utility

Prepared By:
 Design Stage:
 Row takings to be done by:

Revision Date: 9-3-25(DL)
 Notes: 1) Offsets are measured to center of pole unless otherwise noted.
 2) A Design Exception for Horizontal Offset will be required when either the existing or proposed distance from face of curb to face of pole is less than 16".

3) Occupant: P = Power; T = Telephone; C = Cable; TV; F = Fire Alarm; JO = Joint Owned; SO = Sole owned
 4) Locations shall not be changed without approval of MassDOT and/or the Utility Companies

Line No.	Sheet No.	Pole No.	Streetlight	Owner	Reliers	Station	Offset	Cut	Fill	Total of New Poles	Relocate/Remove	Reason	Station	Offset	GPS Coordinates (MA State Plane NAD83)		Design Exception Req. (Horizontal Offset)	Designer Comments
															Nothing	Existing		
1	32	47				1945	LI				Relocate				NA	NA		
2	32	46				1945	LI				Relocate				NA	NA		
3	32	45				1945	LI				Relocate				NA	NA		
4	32	44				1945	LI				Relocate				NA	NA		
5	32	43				1945	LI				Relocate				NA	NA		
6	32	41.5				2173	RI				Relocate	Bridge Construction	2140		70267.2798	NA	Y	Relocate with a new pole (65)
7	32	42				2241	LI				Relocate	Bridge Construction	2173		70268.0811	NA	NA	Relocate for bridge construction (57)
8	32	41				2241	LI				Relocate	Bridge Construction	2240		70268.0811	NA	NA	Relocate for bridge construction (57)
9	32	40				2428	LI				Relocate	Bridge Construction	2240		70268.0811	NA	NA	Relocate for bridge construction (57)
10	32	39.5				2428	LI				Relocate	Bridge Construction	2434		70268.0811	NA	NA	Relocate for bridge construction (57)
11	32	39.5				2428	LI				Relocate	Bridge Construction	2434		70268.0811	NA	NA	Relocate for bridge construction (57)
12	32	38				2507	LI				Relocate	Bridge Construction	2434		70268.0811	NA	NA	Relocate for bridge construction (57)
13	32	37				2507	LI				Relocate	Bridge Construction	2434		70268.0811	NA	NA	Relocate for bridge construction (57)
14	32	36				2507	LI				Relocate	Bridge Construction	2434		70268.0811	NA	NA	Relocate for bridge construction (57)
15	32	35C				N/A	LI				New Pole	Bridge Construction	2434		70268.0811	NA	NA	Relocate for bridge construction (57)
16	34	38				2930	LI				Relocate	Bridge Construction	2434		70268.0811	NA	NA	Relocate for bridge construction (57)
17	34	37				2746	LI				Relocate	Bridge Construction	2745		70268.0811	NA	NA	Relocate for bridge construction (57)
18	34	36				2930	LI				Relocate	Bridge Construction	2745		70268.0811	NA	NA	Relocate for bridge construction (57)
19	34	35				2930	LI				Relocate	Bridge Construction	2745		70268.0811	NA	NA	Relocate for bridge construction (57)
										12								

Existing Pole Information

Route 126 (Concord Road)

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DOCUMENT A00810

MassDOT Herbicide Use Report

MassDOT Herbicide Use Report

Date Submitted:

Use multiple sheets for multiple application techniques or sites as needed.

Contractor	<input type="text"/>	Project or Contract No:	<input type="text"/>
Performing Work:	<input type="text"/>	Town/s:	<input type="text"/>
		Associated Route:	<input type="text"/>

Project Description:

MDAR ALERT*:

Treatment Description:	<input type="text"/>	Area Treated (as applicable)					
		Acres:	<input type="text"/>	Sq Yds:	<input type="text"/>	Miles:	<input type="text"/>
Weeds Targeted:	<input type="text"/>	Gallons Formula Used:	<input type="text"/>				
Application Method:	<input type="text"/>	Date/Time Began:	<input type="text"/>				
		Date/Time End:	<input type="text"/>				

Product Used:

Name: _____ EPA Reg. No: _____ % Active Ingredient Dry: _____ Liquid: _____ Formulation (dilution rate): _____	Name: _____ EPA Reg. No: _____ % Active Ingredient Dry: _____ Liquid: _____ Formulation (dilution rate): _____	Name: _____ EPA Reg. No: _____ % Active Ingredient Dry: _____ Liquid: _____ Formulation (dilution rate): _____
-------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

Additional products used (surfactants, etc.) or other information:

Applicators:

License Numbers:

* Please note:
 EDRR Species (MAM, Hogweed, Pepperweed, Kudzu, etc.)
 Tree of Heaven 1) stands of >20 trees; 2) >5 trees near nursery, landscape company, or highway rest area where trucks stop

Upon completion, please submit form to MassDOT District Engineer and Landscape Design Section in Boston office.

DOCUMENT A00811

WATERING LOG
for
MassDOT Plantings

Watering Log for MassDOT Plantings

Project Description:

Contract No.:

Plant Locations/s: (Attach planting plan/s as necessary)

Project No.:

Notes:

	Separate logs shall be kept to track areas or plants with different watering schedules. Trees shall receive a minimum of 10 gallons with each watering and shrubs a minimum of 5 gallons. Provide note that if watering is not performed as scheduled due to rain. Record date of rainfall and amount.												
Date Watered													
Landscape Contractor Initial													
Prime Contractor Initial													
Date Watered													
Landscape Contractor Initial													
Prime Contractor Initial													

Each week, following watering, Log shall be submitted to the MassDOT Engineer.
6/15/2018

DOCUMENT A00812

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
FLAGGING REQUEST FORM**

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Flagging Request

Date: _____

Company/Agency: _____

Project Name: _____

Project Location: _____

Point of Contact: _____

Email: _____ Phone: _____

Project Number: _____ Funding Source: _____

RAILROAD OPERATIONS TRACKING NUMBER _____

Date Needed: _____

Start/Finish: _____

Flaggers Required: _____

Scope of Work:

(Attach additional SOW, if necessary.)

Schedule:

(Attach additional info, if necessary.)

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DOCUMENT A00813

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
SPECIAL INSTRUCTIONS**

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MBTA SPECIAL INSTRUCTIONS

April 1, 2003

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APPENDIX M

MBTA SPECIAL INSTRUCTIONS

MARCH 2003

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April 1, 2003

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MBTA SPECIAL INSTRUCTIONS

APRIL 2003

LETTER OF TRANSMITTAL REGARDING SPECIAL INSTRUCTIONS

The Subway Operations, Bus Operations, Safety, Systemwide Maintenance & Improvements, Operations Support, and the Design and Construction Departments of the MBTA have determined that certain limitations regarding Contractor's activities are required while working on a construction project.

These Supplementary Conditions are included herein to augment the MBTA Standard Specifications, Division I - General Requirements, Section 00700 General Conditions, Article 6 - Prosecution and Progress, Paragraph 6.04 Limitations of Operations with additional information, which is applicable to construction projects.

However, for non-MBTA construction projects where Division I does not apply, such as in the case of rights to construct on MBTA property granted under a lease or license agreement, the enclosed Special Instructions are still applicable unless otherwise directed.

Contract drawings and specifications for non-MBTA construction projects, relative to all work that will be performed within or directly adjacent to MBTA property, must be submitted to the Authority's Chief Engineer of Design and Construction, Director of Subway Operations, Director of Bus Operations, Director, of Systemwide Maintenance & Improvements, Director of Operations Support, Director of Safety, and the Director of Real Estate. The addresses and phone numbers are listed on the next page. The special instructions contain information to be complied with by the owner, contractors, and others associated with the project.

Applicable provisions of the special instructions plus additional requirements from other MBTA departments must be included in the contract specifications as instructions to the contractor when performing work on or adjacent to MBTA property. Permission to perform work on MBTA property will be granted by the Director of Real Estate only when contract plans and specifications are approved by the MBTA.

The enforcement of any of the following conditions shall not be construed as waiving any of the rights of the Authority in any of the other conditions of an MBTA contract.

A meeting to further discuss MBTA requirements may be arranged by contacting the offices of those listed in Article 1.a. and/or b. herein.

1. ACCESS TO AUTHORITY PROPERTY

- A. For MBTA Contractors Only: An owner or Contractor who wishes permission to enter upon or perform work over, on, under or adjacent to Authority property shall submit to the offices of the Authority's Chief Engineer of Design and Construction, the Director of Bus Operations, the Director of Subway Operations, Director of Systemwide

MBTA SPECIAL INSTRUCTIONS

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Maintenance & Improvements, and the Director of Operations Support, a request in writing, a minimum of forty-two (42) days prior to the owner or the Contractor's planned commencement of any of the above stated activities. Addresses of the above are as follows:

MBTA's Chief Engineer of Design and Construction
6th Floor
10 Park Plaza
Boston, MA 02116
617 222-3116

Director of Systemwide Maintenance & Improvements
500 Arborway
Jamaica Plain, MA 02130
617 222-5454

Director of Subway Operations
10th Floor
45 High Street
Boston, MA 02110
617 222-4554

Director of Bus Operations
10th Floor
45 High Street
Boston, MA 02110
617 222-3368

Director of Operations Support
10th Floor
45 High Street
Boston, MA Q2110
617 222-5460

Director of Safety
2nd Floor
21 Arlington Avenue
Charlestown, MA 02129
617 222-4244

- B. Non-MBTA Construction Contractors For Lessees or Licenses of the MBTA Only: An owner or Contractor who wishes permission to enter upon or perform work over, on, under or adjacent to Authority property shall submit to the offices of the MBTA's designated representative for real estate listed below, a request in writing, a minimum of forty-two (42) days prior to the owner or the Contractor's planned commencement of any of the above stated activities. The designated representative will distribute plan sets to the above MBTA departments and will coordinate departmental approvals. Application forms and instructions for obtaining access to MBTA property

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can be obtained by visiting the designated representative's website listed below and selecting "MBTA" and "Licensing."

License Administrator
Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, MA 02116
617-316-1654
www.mbtarealty.com

The designated representative reports directly to:

MBTA Director of Real Estate
5th Floor
10 Park Plaza
Boston, MA 02116
617 222-3255

- C. Requests shall specify the name of the owner or the contractor, the reasons for entering the property, where the property will be entered, each individual location where work of a different nature is to be performed, the nature of such work, and the number of days, including time schedule, the owner or the contractor intends to remain on the property at each location. The Authority will process such requests and meet with the owner or contractor to work out a schedule and phasing for the work plus other arrangements including financial. The Authority shall request a list of the names of each individual who will enter upon or perform work on Authority property.
- D. The owner or contractor shall notify the representative of the Design and Construction Department and the appropriate Operations Director at least seventy-two (72) hours prior to entering the property as agreed upon earlier with the Authority. The owner or contractor shall notify the Design and Construction, and Operations Departments immediately if the job is to be closed down unexpectedly and shall again notify the Authority as specified above when work will commence.
- E. The owner or contractor shall make all necessary arrangements with the Authority before entering upon the property and perform the work in accordance with an MBTA approved work schedule. The owner or contractor shall not enter MBTA property or perform any work on Authority property without the presence of an assigned MBTA representative from the Design and Construction Department or the Operations Department who is responsible for monitoring the work of that owner or contractor for the Authority. Working on Authority property without an assigned MBTA representative present shall be cause for immediate eviction from the property.
- F. The owner or contractor must have in place a method of payment for all Authority support services such as flagging, work trains, power shut offs, etc., prior to commencement of any work. This will be processed through a written force account agreement between the Authority and the owner or contractor prior to commencement of work. Direct billing to contractors for Authority support services requires the contractor's authorized representative to agree in writing that the company will reimburse the Authority for those support services, including overhead and fringe benefits. Once the Authority receives the signed statement from the contractor, the General Accounting

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Office will open a reimbursable account for specific Authority department(s) to charge costs, and the contractor will be billed directly.

- G. The work associated with this project, except as hereinafter expressly provided, will be done without interruption of or change in the regular work or operation of vehicles of the Authority. No work shall be done affecting the operations of vehicles or operations of stations until the contractor has submitted details of his procedures to the Design and Construction and the applicable Operations representatives thirty (30) working days prior to start of work and has secured written permission to proceed.
- H. The Authority reserves the right to require work affecting the safety of the operations to be performed at prescheduled non-operating periods from approximately 1:30 a.m. to 5:00 a.m. daily (1:30 a.m. - 4:30 a.m. effective); 1:30 a.m. to 6:00 a.m. Sunday (1:30 a.m.-5:30 a.m. effective). The contractor will not be permitted to remain within the track right-of-way after 5:00 am. (6:00 a.m. Sunday). The Authority may, during emergencies or at times when the Authority work forces are required to work in the area of the contractors work, order the contractor to cease work and remove his work forces and equipment from the property leaving the right-of-way in a safe operating condition. The Authority also reserves the right to stop or postpone any contractor's previously approved work if, in the Authority's opinion, such work is being performed in a manner that will endanger and/or delay the Authority's regular work or operations.
- I. The owner or contractor shall make their own provisions for electric power, compressed air, water, ventilation, and disposal of seepage water. No use of existing MBTA utilities will be permitted unless approved in advance by the Authority.
- J. The owner or the contractor's attention is directed to other projects that will be ongoing simultaneously in the work area. The Authority will determine priorities for site access between this project and others.
- K. The Authority reserves the right to deny the contractor access to the right of way because of operational requirements, adverse weather conditions or emergency track, signal, and power repairs. The contractor shall reasonably expect to be denied access to the site a total of 10 (ten) days per calendar year, this does not include the following holidays; New Year's Day, President's Day, Patriot's Day, Memorial Day, Bunker Hill Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, right of way access may be denied on days when various Special Events impact service as well as during Red Sox home games on the Green Line.

Furthermore, the contractor shall also expect to have his access to the site delayed a total of 4 (four) times per month. Each delay shall be 60 (sixty) minutes or less. The contractor shall make allowances for these possible events in their bid. Due to increased stopping distances associated with slippery rail conditions, non-emergency access will not be allowed within ten (10) feet of the centerline of the track under adverse weather conditions.

- L. The contractor shall perform his work at all times so as to cause no interruption of service during operating hours and shall at all times after performing work during either operating hours or non-operating hours leave the Authority's property in a clean and safe operating condition.

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- M. On occasion, the Authority will operate work cars, test trains, security trains, and/or hirait Vehicles in, the area of the work. At no time during these occurrences will the contractor be allowed to work on the right-of-way, except with the approval of the Authority or the Authority personnel providing protection services as defined in Protection Services.

2. INSURANCE REQUIREMENTS

- A. The owner or Contractor's for MBTA Construction Contracts insurance requirements shall conform to the latest version of MBTA Standard Specifications, Division 1 - General Requirements, Section 00700 .General Conditions, Article 5 .Legal Relations and Responsibility to the Public, Paragraph 5.04 . Insurance Requirements. Owners or Contractors under a lease or license agreement with the MBTA shall provide insurance in accordance with the requirements of said agreement.

3. SUBMITTAL OF SPECIFICATIONS DRAWINGS, DESIGN AND METHODS OF CONSTRUCTION

(Applies to non-MBTA Construction Contracts. MBTA Construction Contracts are covered under Division I)

- A. An owner or contractor or others performing a non-MBTA construction contract that requires performing construction over, on, under or adjacent to the Authority's property shall submit to both the Design and Construction Department and to the appropriate Operations Department two (2) sets each of contract drawings and specifications at the 30%, 60%, 90% and 100% phases of design of the project. 100% drawings and specifications must be submitted forty-two (42) days prior to the planned commencement of any work.
- B. The contractor's drawings and specifications shall define the work in detail and a Professional Engineer registered in the Commonwealth of Massachusetts shall stamp the final drawings. The contractor or owner shall also submit a crane or heavy equipment location, if used, with dimensions to the face of abutments and structures and calculations of crane equipment loading on Authority structures showing no adverse effect on any structures. All calculations shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. The drawings must include any excavation support systems, shoring, underpinning, protective shielding, or any work required for the protection of MBTA property.
- C. Unless otherwise agreed to in advance, the owner or contractor's structures shall not attach to, be placed against, pass through, or impose any loads upon any structures or facilities owned by the MBTA.
- D. All construction work shall be performed in strict conformity with final plans and specifications that have been reviewed and approved by the MBTA. Any changes requested by the owner or contractor which affect MBTA property or operations must be submitted to the MBTA for review and approval at least 30 days prior to the planned commencement of the work. Approvals or rejections shall be submitted by the MBTA within thirty (30) days following submission to the MBTA for review.

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- E. The owner or the contractor performing construction work over, on, under, or adjacent to Authority property shall submit to the Director of Design four (4) sets each of the design, drawings and specifications of any earth support system, shoring, underpinning, protective shielding, or any work required for the protection of the Authority's facilities and property, a minimum of forty-two (42) working days prior to the planned commencement of any of the above work. The design, drawings and specifications shall define in detail the methods of construction and materials to be used. The design and drawings shall be stamped and signed by a Professional Engineer registered in the Commonwealth of Massachusetts.
- F. Unless otherwise agreed to in advance, earth support structures or shoring systems shall not be attached to any structure owned by the MBTA, nor shall MBTA structures be use to support loadings or be used for excavation support.
- G. Engineering drawings of MBTA structures are available for reference or duplication at the MBTA Plan Room, 500 Arborway, Jamaica Plain, MA 02130. For information call the Technical Librarian at 617-222-5285.

4. OPERATIONAL RESTRICTIONS

- A. The owner or contractor is made aware that the work will be performed adjacent to or over operating tracks, signal lines, communication lines, power lines, cables and other facilities belonging to the Authority. The owner or contractor is to take all due precautions to protect the Authority's facilities, utilities, and operations during the course of his work. When in the opinion of the Authority's Chief Engineer of Design and Construction, Director of Subway Operations, Director of Systemwide Maintenance & Improvements, Director of Operations Support, or their representatives, the contractor's work would cause hazard to the Authority's facilities, infrastructure, or to the safe operation of the transit system, the Authority will assign qualified personnel deemed necessary to protect the property, facilities and operations, all at the expense of the contractor.
- B. The contractor is specifically prohibited from conducting any operations next to or over the right-of-way that have the potential to adversely impact the operations of Authority revenue service during normal operating hours (approximately 5:00 a.m. to 1:30 a.m.). Certain work adjacent to the right-of-way, described below as hazardous work, may take place during restricted revenue hours at the discretion of the Chief of Orange, Red, Green, or Blue Line Operations as applicable and require flagmen present.
- C. Access to the MBTA right-of-way, which encompasses all MBTA property (fence to fence, wall to wall, and property line to property line over which Authority vehicles operate, including sidings and yards), is. contingent upon Owner or Contractor compliance with the "MBTA Right-of-Way Safety Rulebook" that outlines Right-of-Way Safe Practices for Access on or Near the Right-Of-Way.

As specified in the Right of Way Safety Rulebook, all persons who access the MBTA right of way must attend a one-day, eight-hour training class conducted by Subway Operations Training and the Safety Department Attendees must successfully complete the Right of Way Safety Training in order to

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receive a Right of Way license. The license is valid for a two-year period after which the person must attend the Authority's Right of Way re-certification class. To register for the "Right of Way Safety" class, contact:

Supervisor and Chief Rules Examiner of Training
Cabot RTL Training
275 Dorchester Avenue, 2nd floor
South Boston, MA 02127
Telephone: (617) 222-5377

D. The Authority will consider the property; facilities and operations fouled or subject to hazard when the following occurs:

1. When any object or operation is or can be brought nearer than ten (10) feet to the centerline of operating track.
2. When an object or excavation is brought nearer than four (4) feet to a signal or communication line.
3. When an object or excavation is brought nearer than ten (10) feet to a power line or cable.
4. When explosives are used in the vicinity of the premises. Explosives shall not be used on or adjacent to the Authority's property or facilities without written consent of the Authority's Chief Engineer of Design and Construction and then shall be used only by a licensed blaster, licensed in the Commonwealth of Massachusetts, at times and under conditions acceptable to the Authority.
5. When cranes, trucks, power shovels, pile driver or any other equipment are working in positions that failure with or without load could occur nearer than 10 feet to the centerline of an operating track.

It shall be the responsibility of the contractor to inform the Chief of Orange, Red, Green, or Blue Line Operations as applicable in writing thirty (30) working days prior to all times when they intend to perform hazardous work as described above. Submittal must include a site plan, the reasons for entering the property, where the property will be entered, each individual location where work of a different nature is to be performed, the nature of such work, and number of days, including time schedule, the contractor intends to remain on the property at each location. Failure of the contractor to provide the appropriate Line Chief with the specified advanced notice of hazardous work will result in the stoppage of work by the Authority.

D. The Contractor will be allowed on the right-of-way only after normal revenue service (approximately 1:30 a.m. to 5:00 a.m.). On occasion, the Authority will operate work cars in the area of the project work during non-revenue hours. At no time during these occurrences will the contractor be allowed to work on the right-of-way except with the approval of the Authority. The contractor shall coordinate their schedule at least twenty-four (24) hours in advance with the Authority.

E. No weekday/weekend transit service interruptions will be allowed on this project. The contractor must schedule all work requiring a shutdown of revenue service and/or station and/or platform operations during non-revenue hours.

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- F. Prior to the contractor leaving any work site, at the completion of each workday, the contractor shall ensure that the site is in proper condition to permit normal transit operations to resume. If, in the opinion of the Authority, the site is not suitable for normal transit operations due to conditions caused by the contractor, the Authority will allocate a suitable number of personnel to rectify the site. The owner or his contractor shall be charged full costs of such personnel and necessary equipment, including the full cost of replacement services during the cleanup period.

- G. In the event that the contractor does not adhere to the work period limitations of the special conditions and causes delay in returning the right-of-way to revenue service at the end of any work period, the owner or his contractor shall pay the Authority for substitute bus service a sum not to exceed \$120.00 per hour per bus for the entire duration of the delay and including mobilization and demobilization of the bus service. The minimum charge shall be (3) hours per bus per delay... The owner or the contractor will reimburse the Authority for the hourly costs of personnel used during such delays (egg., supervisors, officials, gatepersons, flagpersons, and automotive). The required number of buses to adequately accommodate all Authority customers who are inconvenienced by the delay shall be at the sole discretion of the Authority's Bus Operations Department. Whatever sum of money may become due and payable to the Authority by the owner or his contractor under this article may be retained out of money belonging to the contractor in the hand and possession of the Authority. This article shall be construed and treated by the parties to the contract not as imposing a penalty upon the contractor for failing fully to complete the work within the periods as specified herein, but as liquidation damages to compensate the Authority for additional costs incurred by the Authority because of the failure of the contractor to fully complete said work within the work periods specified.

- H. The contractor shall assume full responsibility for the safety of all their work. They shall perform the work in a manner that will ensure the safety of both personnel and property. The contractor shall prevent against safety hazards, and the exposure of persons and equipment to hazardous and/or potentially hazardous conditions. All, work in the construction of the project shall comply with the requirements of the Authority, Department of Labor, Occupational Safety and Health Administration (OSHA) provisions, as well as those of state and local regulations. Safe breathing levels must conform to the Massachusetts Department of Environmental Protection (DEP) standards. In the case of conflict of regulations, the most stringent will apply. If the standards are not met, the Authority has the right to stop the work until such time as the contractor is in compliance with standards.

5. PROTECTION SERVICES

- A. When the contractor is performing work in the vicinity of Authority rights-of-way or public areas, the Authority will require the contractor to have at the site such authorized and qualified personnel as may be required to adequately protect the Authority's customers, employees, property, facilities and operations from hazardous conditions.

- B. The need for protection services is outlined and described in the Authority's Right-of-Way Safety Rulebook. The appropriate Line Chief, or their representative, shall determine what protection services are required and assign flagging personnel, officials, supervisors, coordinators or any other such personnel as may be required to ensure the safety of the Authority's operations. Personnel shall be provided from the Authority's workforce in such numbers as the Line Chief determines.

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Costs for all protection services and supplies shall be the responsibility of the owner or contractor. No work will be allowed if flagmen are required, but not on duty.

- C. When it is determined that protection services are required, the contractor must notify the Authority twenty-four (24) hours in advance and before 10.00 a.m. on the workday preceding the day that protection services will be required. Requests for protection services for weekends and/or holidays, must be made on the preceding Friday before 10.00 a.m., or before 10.00 a.m. on the workday preceding the holiday.

Requests for protection services for Non-Operating hours 1.30 a.m.—5.00 a.m. and in order for the work to be included on the Night Orders you must contact the:

Planning and Scheduling Coordinator
 Maintenance of Way
 617-222-5419.

Requests for protection services for Operating hours 5.00 a.m.-1.30 a.m. and in order for the work to be included on the Day Orders, you must contact:

Orange, Red, Green, or Blue Line Superintendent as applicable.
 617-222-5844 (Orange); 617-222-5099(Red);
 617-222-5982 (Green); 617-222-5532 (Blue).

It will be at the sole discretion of the Authority whether the contractor will be allowed to perform work on any particular day or night.

- D. The contractor will be required to provide each flagperson on duty with properly functioning safety equipment as approved by the Authority's Safety Department. This equipment includes but is not limited to: orange safety cones, red, yellow, and green flags, airhoms, hardhats, safety goggles, and hearing protection. The contractor will not be allowed on or adjacent to the right-of-way if flagging personnel are not equipped with required safety personal protective equipment.
- E. The contractor will supply properly functioning Authority-frequency portable radios to each flagperson on duty on a daily basis.. The contractor will be responsible for storing and maintaining radios throughout the life of the contract.
- F. All workers employed by the contractor who are to work within the Authority's stations, track area, right-of-way or adjacent to the traction power system or any high voltage electrical cables, shall be required to attend a safety awareness course at the Authority's Subway Operations Training School. The course is to make the contractor's personnel aware of the particular hazards related to the Authority's operations.
- G. All personnel working on the project site in the immediate vicinity of, or within the right-of-way, are required to wear orange reflective safety vests, similar to standard Authority equipment as specified in the Right-of-Way safety Rulebook.
- H. Work activities necessitating the traction power system (third rail and catenary) deenergization will require the services of an Authority power lineperson on site at all times and the contractor is responsible for any. costs incurred by the Authority as. a result of this action.

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- I. Prior to the implementation of the contracted work, and throughout the life of the contract, the contractor will be required to supply professionally rendered signs, as directed by the Authority's Marketing Department. These signs will include, but are not limited to, the following:
 - 1. Informational signs for revenue service diversion.
 - 2. Station directional and stairway, platform, exit closing signs.
 - 3. General project informational signs for Authority customers.

- J. Upon the direction of the Authority's Chief Engineer of Design and Construction, Director of Safety, and or Director of Subway Operations or their representatives, the contractor will be required to supply and install partitions and wooden barricades to cordon off the work site; such partitions and barricades shall be maintained and remain graffiti free by the contractor for the duration of the project.

- K. Upon direction from the Authority's Chief Engineer of Design and Construction and / or Director of Subway Operations or their representatives, the contractor will supply the following when site conditions warrant:
 - 1. Emergency and temporary lighting.
 - 2. Exhaust fans of sufficient size and numbers to adequately ventilate the work site, tunnel and or adjacent stations.
 - 3. Fire and / or garden hose for the purpose of dust control.

- L. It shall be the responsibility of the contractor to keep the Authority informed prior to all times when they intend to perform hazardous work. Failure of the contractor to provide the Authority with suitable advance notice of hazardous work will result in the stoppage of the work by the Authority until such time as sufficient numbers of protection personnel are on duty at the site.

6. ANNUAL CERTIFICATION OF HI-RAIL EQUIPMENT

- A. All equipment used by the contractor on Authority property shall be inspected by the Maintenance of Way engineer and/or the MBTA Safety Department for clearance and safety standards, and shall not be used if considered unsafe. All contractor/ subcontractor equipment (including hi-rail) operators must be trained, certified, and properly licensed. Documentation of same must be readily available and provided to the Authority upon request. If the contractor equipment is involved in a derailment or near miss incident or an accident, which caused injury or exposed personnel to injury and or caused damage to Authority property, that equipment will be subject to the Impound Policy Procedure.

- B. Contractor equipment to be used on or in the vicinity of the track shall be in first class condition, so as to positively prevent any failure that would cause delay in Authority operations or damage to its property or compromise the health and safety of personnel working on the project. Equipment shall not be placed or operated within the fouling distance of track without first obtaining the permission of the Authority.

- C. The contractor shall not, at any time, operate equipment or machinery over Authority's right-of-

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way without the use of hi-rail gear. All equipment that the contractor proposes to operate shall 'be modified to operate over the Authority's track and special work (e.g., switches, crossover frogs third rail, and restraining rail). Qualified Authority personnel shall control the movement of all hi-rail equipment at all times while operating on the Authority right-of-way. The contractor shall supply a portable radio for each hi-rail vehicle entering the Authority's right-of-way. No hi-rail equipment will be allowed on Authority's property without a functioning portable radio tuned to an Authority frequency.

- D. The contractor shall furnish hi-rail equipment capable of operating within the strict confines of the right-of-way. No Authority owned equipment is available for the contractor's use. In addition to equipment necessary to complete the work on a regular basis, the contractor shall be required to have on site sufficient standby equipment capable of: a) removing disabled equipment from the right-of way, and b) replacing disabled equipment in order to return the right-of-way to normal operating status by the end of the designated work period. As part of the pre-qualification statement, the contractor shall furnish an itemized list of all equipment to be used on the project, including:
1. Type of equipment (e.g., pickup, flatbed or dump trucks, excavator, cranes, etc.).
 2. Make, model and date of manufacture.
 3. Ownership.
 4. Present use and date of availability.
 5. Location where equipment may be inspected by Authority personnel during the prequalification period.
- E. The contractor shall have proof of competency for hi-rail operators (e.g., documentation, that the operator of hi-rail equipment is certified to operate that specific piece of equipment). The Authority reserves the right to review the lesson plan and audit the training class. The hi-rail operator will be responsible for ensuring and documenting that the vehicle is safe for operation and that all required equipment is present and properly secured. This must be done on a daily basis prior to operating the equipment.
- F. The contractor is required to have an Annual Certification of hi-rail equipment (separate form the Registry Inspection) signed by a competent person (e.g. Manufacturer's representative) asserting to the fact that the equipment is Original Equipment Manufacturer (OEM), that it conforms to the latest standards, was installed per the manufacturer's specification, and is functioning properly.
- G. The contractor must keep a copy of the Manufacturer's Operating Manual or instructions onboard the hi-rail equipment at all times.
- H. The operator shall operate the hi-rail equipment at a reasonable speed for the existing conditions, being alert for another vehicle (or any other obstruction along the right of way). In addition, said operator must maintain a safe spacing of traveling equipment.
- I. The contractor's hi-rail vehicles must be equipped with a horn (warning device), and an exhaust gas purifier.
- J. All equipment when used in tunnels and or darkness must conform to the Authority's standards for

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headlights and marker lights. In addition, when vehicles are operating in tandem such as rail carts; flat cars, etc., such vehicles must be equipped with a flashing/strobe light when the lead vehicle is other than the operating vehicle. Diesel powered equipment only will be allowed in the tunnel and shall be removed from the tunnel each night unless otherwise permitted by the Director of Subway Operations.

K. Contractors must comply with the Authority's Propane Gas policy.

L. Contractor's doing "hot work" must have appropriate permits and follow all applicable rules and procedures for same.

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DOCUMENT A00814

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
CONSTRUCTION SAFETY**

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SECTION 01568

CONSTRUCTION SAFETY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies requirements to establish a practical, sound, and effective program for the prevention of construction accidents, and to assign specific responsibilities to Contractors for program compliance.
- B. Contractors and their supervisors must control hazardous activities and conditions within their respective areas of contract responsibility.

1.2 SUBMITTALS

- A. Safety and Health Plan: The contractor shall, within thirty (30) days after receipt of the award of a contract, submit for approval to the MBTA, a detailed operational Safety and Health Plan.
- B. Safety Supervisor: The Contractor shall within thirty (30) days after receipt of the award of a contract submit the resume of the qualifications and work experience of the designated Safety Supervisor proposed for assignment to the Project. No construction work shall begin until the project Safety Supervisor has been approved by the MBTA. The Safety Supervisor shall have a minimum of 5 years of experience in construction safety or a related field.
- C. Monthly Accident Experience Summary: The Contractor shall submit an Accident Experience Report monthly during the course of construction to the MBTA.
- D. Industrial Industry Records: Prior to start of work, the Contractor shall submit their Injury/Illness Records for the previous 3 years. In addition, the Contractor shall submit annually to the MBTA all subsequent Illness/Injury Reports for the duration of the project.

PART 2 - PRODUCTS

None

PART 3 - EXECUTION

3.1 SAFETY AND HEALTH PLAN

- A. The Contractor shall submit a project Safety and Health Plan. At a minimum, the plan shall include the following sections:
- i. Emergency Action Plan
 - ii. First Aid Facilities
 - iii. Serious Accidents
 - iv. Emergency Telephone Numbers
 - v. Protection of the Public
 - vi. Site Visits
 - vii. Substance Abuse/Prevention/Testing

3.2 SAFETY SUPERVISOR

- A. Complete daily safety inspections of the job site and contiguous public areas, and take any corrective actions to eliminate unsafe conditions.
- B. Establish and implement a project safety training program for supervisors and employees as applicable to their job.
- C. Attend project safety meetings.
- D. Review Foreman accident and investigation reports, and initiate corrective action to prevent reoccurrence.
- E. Maintain copies of all Contractor Safety Reports.
- F. Assist Foremen in accident investigations.
- G. Encourage establishment of incentive programs designed to recognize individual employee safety efforts and contributions towards improved safety.
- H. Prepare a Safety Audit Checklist and complete the checklist each week during the course of construction. The completed Audit Checklists shall be submitted to the Authority weekly.
- I. The Safety Supervisor needs to be on the project site when major work tasks are being performed. During work periods when the Contractor is not performing contract work, the Safety Supervisor can be absent from the project site with permission from the Authority.

3.3 ACCIDENT INVESTIGATION

- A. Serious accidents shall be reported immediately to the MBTA Resident Engineer. Contractors shall issue standing orders to all supervisors directly in charge of operations that the scene of the accident shall not be disturbed, except for rescue or other emergency measures, until otherwise directed. Contractor's forces either witnessing or party to the accident shall be detained at the site to provide detailed accounting of facts.
- B. All reports shall be submitted to the MBTA. The accident investigation shall generate appropriate recommendations for corrective actions to prevent similar recurrence of similar accidents.
- C. The requirements of MBTA Safety Procedure 7.3 Contractor Safety Violation Program shall be followed by the Contractor when completing an accident report.

3.4 FIRST AID FACILITIES

- A. In formulating the Health and Safety Plan, the Contractor shall provide for the establishment and staffing of appropriate first aid facilities for the treatment of on the job injuries.
- B. Off-site medical treatment of employee injuries shall be performed at medical facilities named in the Contractor's Safety Submittal.

3.5 EMERGENCY TELEPHONE NUMBERS

To ensure that emergency actions are promptly taken, Contractors shall post emergency telephone numbers in conspicuous places.

3.6 ORIENTATION PROGRAM

- A. The Contractor shall establish and maintain an orientation program for new employees which shall include:
 - i. For each individual the hazards present in their work assignment and in the general area in which he will be working.
 - ii. Personal protective equipment required.
 - iii. Instruction in the proper procedure for reporting unsafe job conditions which he/she may encounter.

3.7 RIGHT OF WAY SAFETY AWARENESS

- A. All Contractor and sub-contractor personnel shall complete either the MBTA Rapid Transit right-of-way safety training or the MBCR Commuter Rail right-of-way safety training prior to entering the project site. ROW safety training will be required on all MBTA property including the RR track, stations, parking garages and maintenance car houses. Personnel will not be allowed on the job site unless they have attended a Right-of-Way Safety Awareness training session. Workers are required to carry their certification card while on site.

3.8 OSHA

- A. The Contractor shall comply with the OSHA 1926 Construction Safety Standards that apply to the project work. The Contractor shall meet the reporting requirements, and employers with eleven (11) or more employees must meet recordkeeping requirements.
- B. All Contractor and Sub-Contractor personnel shall possess an OSHA 10 Hour Certification card when working on the project site.
- C. All fatality cases and/or serious accidents and illness shall be reported to OSHA immediately by phone to an Occupational Safety and Health Area Office. Employers must report immediately all blasting accidents.
- D. Part of the OSHA requirements is that each employer must post in a prominent location the "Safety and Health Protection on the Job" poster. The poster briefly states the intent and coverage of the Act. Failure to post this document is a citable offense under the Act.

3.9 PROSECUTION OF THE WORK

- A. The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of its employees and members of the public and shall comply with all applicable MBTA, Local, State and Federal safety and health regulations and associated reporting requirements.
- B. The Contractor Safety Supervisor is charged with sole responsibility of on-site safety management under the direction of the Contractor Project Superintendent. All potential safety hazards identified shall be promptly corrected. The Safety Supervisor shall complete daily reviews of the project site and document then results on the inspection.
- C. The MBTA shall notify the Contractor of any non-compliance and of the corrective action required. This notice, when delivered the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the non-compliance and corrective action required after receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to take corrective action promptly, the MBTA may, without prejudice to other legal or contractual rights, issue an order stopping all or part of the work; and may subject contractor to safety violation assessments as deemed appropriate by the MBTA. Resumption **of work** may be issued by the MBTA Safety Department.
- D. The Contractor shall maintain an accurate record of exposure data on all accidents and incidents occurring under this contract and report this data in a manner prescribed by the MBTA.
- E. The Contractor shall be responsible for all its lower-tier sub-contractor's and vendor's compliance.
- F. Contractor management shall make a commitment for accident prevention and fire prevention. Safety shall take precedence over schedule and production. Enforcement action is mandatory.

3.10 WORK AUTHORIZATIONS

A. The following work authorizations will be issued by the MBTA:

- i. Excavation
- ii. Hot Work
- iii. Confined Space Entry
- iv. Cranes and Suspended Platforms

3.11 WORKING NEAR THE THIRD RAIL

A. When working on or near the third rail, when the power is off, the contractor must have a third rail high-voltage warning device on the job site approved by the MBTA Power Department. This device will warn work crews if the third rail becomes energized at any time during work activity involving the right-of-way.

3.12 HAZARDOUS SUBSTANCES

A. Any Contractor who uses substances on the hazardous substances list to which workers might be exposed under either normal work conditions or reasonable foreseeable emergency conditions resulting from work place operations must provide those workers with the required hazardous substance information.

3.13 PERSONAL PROTECTIVE EQUIPMENT

A. All Contractor personnel must wear the required personal protective equipment when on the job site. Personal protective equipment includes hard hats, safety vest, safety glasses and proper footwear.

3.14 PROTECTION OF THE PUBLIC

A. All necessary precautions to prevent injury to the public or damage to property of others shall be taken. The public is defined as all persons not employed by or under contract or subcontract to the MBTA. Installation of temporary barriers and/or fencing designated to protect the public shall be reviewed and approved by the MBTA. Precautions shall include but not be limited to the following:

B. Work shall not be performed in any area occupied by the public unless specifically permitted by the contract or in writing by the MBTA.

3.15 SUBSTANCE ABUSE/PREVENTION/TESTING PROGRAM

A. The Contractor shall establish a substance abuse policy and testing program that includes the following elements:

- Deterrence

- Treatment and Rehabilitation
- Detection
- Enforcement

The MBTA reserves the right to approve the proposed substance abuse program prior to commencing the contract.

3.16 CONDUCT OF TOURS

- A. Group tours must be cleared through the MBTA, allowing maximum advance notice and in compliance with MBTA Policy and Procedures.
- B. MBTA will coordinate the tour arrangements and ensure notification to the Contractors Project Manager.

3.17 HOUSEKEEPING

- A. A basic concept in any effective accident prevention program is "good housekeeping." No one item has a great impact on the overall success of a safety program for a construction project. The importance of good housekeeping is such that it must be planned from the beginning of the job and carefully supervised through the final cleanup.
- B. During the course of construction, work areas, passageways and stairs, in and around buildings and structures, shall be kept clear of debris. Construction materials shall be stored in an orderly manner. Storage areas and walkways on the site shall be maintained free of depressions, obstructions and debris.

PART 4 - MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for work required under this Section.



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- **Part Title:** Safety and Health Regulations for Construction
- **Standard Number:** 1926
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SOURCE: 44 FR 8577, Feb. 9, 1979; 44 FR 20940, Apr. 6, 1979, unless otherwise noted.

EDITORIAL NOTE: At 44 FR 8577, Feb. 9, 1979, and corrected at 44 FR 20940, Apr. 6, 1979, OSHA reprinted without change the entire text of 29 CFR Part 1926 together with certain General Industry Occupational Safety and Health Standards contained in 29 CFR Part 1910, which have been identified as also applicable to construction work. This republication developed a single set of OSHA regulations for both labor and management forces within the construction industry.

Editorial Note: The Federal Register of August 2, 1995, page 39254 issued a Final Rule; correcting amendment. OSHA will maintain the existing fall protection requirements for steel erection activities pending rulemaking that addresses the steel erection industry. This affected 1926.104, 1926.105, 1926.107, 1926.500, and 1926.753.

[55 FR 42328, Oct. 18, 1990; 55 FR 47687, Nov. 14, 1990; 58 FR 26627, May 4, 1993; 58 FR 35077, June 30, 1993; 59 FR 215, Jan. 3, 1994; 59 FR 36695, July 19, 1994; 59 FR 40729, Aug. 9, 1994; 59 FR 40964, Aug. 10, 1994; 60 FR 5131, Jan. 26, 1995; 60 FR 39254, Aug. 2, 1995; 61 FR 5507, Feb. 13, 1996; 61 FR 9227, March 7, 1996; 61 FR 31427, June 20, 1996; 61 FR 46025, Aug. 30, 1996; 62 FR 1493, Jan. 10, 1997; 63 FR 1152, Jan. 8, 1998; 63 FR 1919, Jan. 13, 1998; 63 FR 3813, Jan. 27, 1998; 63 FR 13338, March 19, 1998; 63 FR 17093, April 8, 1998; 63 FR 20098, April 23, 1998; 63 FR 33450, June 18, 1998; 63 FR 35137, June 29, 1998; 64 FR 18810, April 16, 1999; 66 FR 5265, Jan. 18, 2001; 70 FR 76985, Dec. 29, 2005; 71 FR 2885, Jan. 18, 2006; 71 FR 16675, April 3, 2006; 75 48130, Aug. 9, 2010]

Next Standard (1926 Subpart A)

DOCUMENT A00815

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
RAILROAD OPERATIONS DIRECTORATE**

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**MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

The attached Specifications are required for any construction and/or related activities on, over, under, within or adjacent to railroad property owned or controlled by the Massachusetts Bay Transportation Authority. They are intended to provide general guidelines and safeguards. Attachment "A" of Construction Guidelines and Procedures contains a summary of MBTA Railroad Operations Specifications which may be required. It is the responsibility of the Contractor to obtain all the necessary specifications for each project.

AUGUST 2014



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE



GUIDELINES AND PROCEDURES
FOR CONSTRUCTION ON
MBTA RAILROAD PROPERTY

AUGUST 2014

SECTION 1. SCOPE

- 1.01 These specifications provide general safeguards to railroad property owned or controlled by the Massachusetts Bay Transportation Authority and to railroad operations upon that property during the performance of construction and/or related activities on, over, under, within or adjacent to the railroad property. They are intended as guidelines and do not represent all legal requirements which are or may be associated with construction and/or related activities. The MBTA reserves the right to require additional information and clarification and to make unilateral changes to these specifications at any time, at its sole discretion.

SECTION 2. DEFINITIONS

MBTA

Massachusetts Bay Transportation Authority; Massachusetts Realty Group, Designated Representative of MBTA Real Estate

RAILROAD COMPANY

The particular reference for the purpose of these specifications is the railroad company which maintains and/or operates or has trackage rights on the subject MBTA Railroad Property, including, but not limited to:

- Massachusetts Bay Transportation Authority (MBTA")
- Keolis Commuter Services
- Providence and Worcester Railroad (PW)
- National Railroad Passenger Corporation ("Amtrak")
- CSX Transportation ("CSX")
- Pan Am Railways (PAR) and subsidiaries The Boston and Maine Corporation (BM), The Springfield Terminal Railway Company (ST), its affiliates, successors and assigns
- Bay Colony Railroad Corporation (BLCR)

MBTA RAILROAD PROPERTY

All railroad rights of way and adjacent owned and/or controlled by the MBTA.

OWNER

The individual, utility, government, or corporation having title to the structure to be constructed upon, over or adjacent to the railroad property owned or controlled by the MBTA.

UTILITY

Public or private communication, water, sewer, electric, gas and petroleum companies or other entity governed by the Massachusetts Department of Public Utilities.

GOVERNMENT

Federal, State, Town, City, County and other forms of government.

CORPORATION

Any firm duly incorporated under laws of a state government.

INDIVIDUAL

Any party not defined by "Owner, Utility, Government or Corporation".

CONTRACTOR

The individual, partnership, firm, corporation or any combination thereof, or joint venture, contracting with a Utility, Government, Firm, Company, Corporation or Individual for work to be done on, over, under, within or adjacent to MBTA Railroad Property.

OWNER OR ITS CONTRACTOR

As used in these specifications, does not affect the responsibilities of either party for work conducted on, over, under, within or adjacent to MBTA Railroad Property.

CONSTRUCTION DRAWINGS

Original drawings, submitted to the Engineer by the Contractor pursuant to the Work, including, but not limited to: stress sheets, working drawings, diagrams, illustrations, schedules, performance charts, brochures, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or other supplementary plans or similar data which are prepared by the Contractor or a Subcontractor, manufacturer, supplier or distributor, and which the Contractor is required to submit for review and approval by the MBTA. Working Drawings: Contractor prepared plans for temporary

structures and facilities. Working Drawings for elements of work which may affect safety of persons or property included but are not limited to Contractor's plans for temporary structures such as decking, temporary bulkheads, support of utilities, and for such other work as may be required for construction but which do not become an integral part of completed project.

SECTION 3. SUBMITTALS

3.01 INITIAL CONTACT

- A. The MBTA owns the majority of the railroad lines in eastern Massachusetts. Many of these railroad lines are operated for passenger service, using a Railroad Company as an operating and maintaining Contractor. Some of the railroad lines are used for freight-only service, operated and maintained by other Railroad Company(s). In most instances, both passenger and freight service are operated over the same railroad lines.
- B. All of the MBTA railroad lines are maintained by a designated Railroad Company(s), excepting rapid transit and light rail lines. The maintaining Railroad Company(s) has rights and responsibilities, in addition to the MBTA's property owner's rights.
- C. To obtain further information concerning License Agreements, Easements, Licenses for Entry and performance of construction related activities which affect MBTA Railroad Property, a written request may be forwarded to:

License Administrator
Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, MA 02116

or you may access the website at www.mbtarealty.com

The License Administrator is also the contact person for information concerning rapid transit and light rail lines.

SECTION 4. PLANS AND SPECIFICATIONS

- 4.01 SCOPE: It is the intent of the MBTA to eliminate or minimize any risk involved with construction or related activities on, over, under, within or adjacent to MBTA Railroad Property. Therefore, MBTA approval and

frequently one or more Railroad Company(s) approval of construction plans and specifications for all phases of a proposed project affecting MBTA Railroad Property is required.

- 4.02 GENERAL: If requested by the License Administrator, the applicant must provide six (6) sets of plans and specifications to the License Administrator. These plans and specifications must meet the approval of the Railroad Company(s) and the MBTA prior to the start of construction. These plans are to be prepared in sizes as small as possible (no smaller than 11" x 17") and are to be folded to an 8-1/2 inch by 11 inch size (folded dimensions) with a 1-1/2 inch margin on the left side and a 1 inch margin on the top.
- A. After folding, the title block and other identification of the plans shall be visible at the lower right corner, without the necessity of unfolding. Each plan shall bear an individually identifying number and an original date, together with subsequent revision dates, clearly identified on the plan.
 - B. All plans are to be individually folded or rolled and where more than one plan is involved, they shall be assembled into complete sets before submission to the MBTA.
- 4.03 PLANS: The plans are to show all the work which may affect MBTA Railroad Property, and contain a location map and plan view of the project, with appropriate cross sections and sufficient details. The proposed construction or related activities must be (orated with respect to top of rail (vertical) and center line of track (horizontal). The plan must also include railroad stationing, property lines and subsurface soil conditions. The subsurface information is to be in the form of boring logs with the borings located on the plan view. The plans must be stamped by a Professional Engineer registered in the state of Massachusetts. (The purchase of railroad valuation plans may be arranged by contacting MBTA Engineering offices at (617) 222-6178).
- 4.04 SPECIFICATIONS: The specifications summarized on Attachment "A" attached hereto are the Standard Specifications of the MBTA Railroad Operations Department and apply to all types of construction work affecting MBTA Railroad Property.
- A. In addition to "Maintenance and Protection of Railroad Traffic" and "Insurance Specifications" which are required for all work on, over, under, within or adjacent to MBTA Railroad Property, certain other Specifications contained in Attachment "A" shall be incorporated into construction/engineering submittals when deemed necessary by the MBTA and/or Railroad Company(s). (The purchase

of additional specifications may be arranged by contacting MBTA offices at (617) 222-3448 or visiting Massachusetts Realty Group website at www.mbtarealty.com.

SECTION 5. SUBMISSION REVIEW

- 5.01 An initial submission of six (6) sets of plans and specifications for MBTA review must be forwarded to the License Administrator, along with a completed MBTA Application for Entry (Attachment "B"). The submission will be circulated for review and comment to MBTA departments which may be impacted by the proposed project. If approved by the MBTA, the Railroad Company(s) will review.
- 5.02 The applicant is advised that the MBTA's initial review process requires a minimum forty-five (45) day period, prior to the Railroad Company(s) involvement, and additional processing time may be required for specific documents (See Section 9).

SECTION 6. INSPECTIONS/PAYMENTS

- 6.01 The MBTA may inspect all projects affecting MBTA Railroad Property at least twice, at the applicant's sole expense. The actual number of MBTA inspections will depend on the size and complexity of the project.
- 6.02 The MBTA may utilize Railroad Company inspectors and flagmen for daily inspection and protection of rail traffic during the term of the construction period or related activities. The Owner or Contractor will be responsible for advance payment of all associated fees.
- 6.03 Advance payments to the MBTA for construction/engineering review of plans and specifications by MBTA staff must be submitted when initial contact is made with the License Administrator. Payments shall be in the form of check or money order, made payable to the Massachusetts Bay Transportation Authority.
- 6.04 Advance payments covering the services for Railroad Company(s) construction/engineering review of plans and specifications, or services of an inspector or flagman, will be paid directly to the Railroad Company(s). The MBTA will advise when such services are required, and the Railroad Company(s) will advise of the amount of the required advance payment.

SECTION 7. EXAMINATION OF PLANS OR PROPERTY

- 7.01 The Contractor/Applicant shall have no claim for any differences between MBTA valuation plans and the actual conditions encountered in the field.

SECTION 8. INSURANCE AND INDEMNIFICATION

- 8.01 Prior to entry upon MBTA Railroad Property, insurance will be provided to and approved by the MBTA and affected Railroad Company(s), as outlined in "Insurance Specifications."
- 8.02 Additionally, all MBTA Licenses and Letters of Authorization contain a clause for Indemnifying MBTA and the Railroad Company(s) from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands and/or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against the MBTA or the Railroad Company(s).

SECTION 9. LEGAL DOCUMENTS FOR TEMPORARY AND PERMANENT INSTALLATIONS

- 9.01 The nature of entry upon or installation within MBTA Railroad Property will determine the authorizing document to be issued. Listed below are brief descriptions of MBTA documents:
- A. **License for Entry:** Authorizes short-term entry for purposes of survey, Inspection, test borings, access, etc. One time administrative/engineering/legal review and access fees.
 - B. **License Agreement:** Authorizes installations, subject to termination clause, if Applicant chooses not to pursue an Easement. One time administrative/engineering/legal review fee as well as annual rental fee.
 - C. **Easement:** Authorizes permanent installations in form suitable for recording at Registry Deeds. All easements are non-exclusive and subject to relocation at the Owner's expense, for Mass transportation purposes:
 - 1. Easements must receive MBTA Board of Directors approval, which involves considerable time. Once approved by the Board of Directors and upon payment in full to the MBTA, a License for Construction is issued. Upon final inspection and acceptance of the installation by the MBTA the Easement document is issued.
 - 2. Permanent Subsurface Easement widths are limited to a maximum three-foot distance on either side of the occupation.

3. a) A one-time administrative/engineering/legal review fee, in addition to value of easement, as established by independent appraisal conducted at the Applicant's expense.
 - b) If easement size is minimal, as determined by the MBTA, a fixed fee, encompassing administrative/engineering/legal review fee.
- D. **Letter of Authorization**: Authorizes installations and construction activities in association with Master License Agreements. One-time administrative/engineering/legal review as well as access and/or annual fees.

ATTACHMENT "A"

SUMMARY OF MBTA RAILROAD OPERATIONS SPECIFICATIONS

I. GUIDELINES AND PROCEDURES FOR CONSTRUCTION ON MBTA RAILROAD PROPERTY

This general specification outlines the immediate design requirements and methodology for progressing construction activities on MBTA Railroad Property.

II. MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC

This specification will be included in ALL work requirements on MBTA Railroad Property, and covers rules, requirements, and protective services or any construction-related activity on MBTA Railroad Property. Supplemental specifications are listed below.

III. INSURANCE SPECIFICATIONS

This specification details the required insurance coverages and limits of the MBTA and Railroad Company(s).

IV. PIPELINE OCCUPANCY SPECIFICATIONS

This specification details requirements for all pipeline borings/jacking's and open cuts on or adjacent to MBTA Railroad Property, as well as requirements for Drawing submittals.

V. SPECIFICATIONS FOR WIRE CONDUIT AND CABLE OCCUPATIONS

This specification details requirements for clearances and installations of parallel and overhead crossings on MBTA Railroad Property, as well as requirements for Drawing submittals.

VI. BRIDGE ERECTION DEMOLITION AND HOISTING OPERATIONS

This specification details plan preparation for demolition and/or hoisting and erection of structures on and over MBTA Railroad Property.

VII. TEMPORARY SHEETING AND SHORING

This specification details requirements for plan preparation and calculations necessary for sheeting and shoring for construction on or adjacent to MBTA Railroad Property.

VIII. BLASTING SPECIFICATIONS

This specification outlines submittals, details and requirements for blasting on or adjacent to MBTA Railroad Property.

IX. TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND CONSTRUCTION

This specification outlines criteria for plan preparation related to protection of MBTA Railroad Property when work takes place on overhead structures.

X. INDUSTRIAL SIDE TRACK SPECIFICATIONS

This specification outlines minimal requirements for materials and installation submission for private railroad side tracks up to MBTA property line and/or clearance point. Other provisions, site-specific, may be required, including signal protection maintenance and protection of railroad traffic.

XI. RIGHT OF WAY FENCING SPECIFICATIONS

This specification details the requirements for the materials, construction and installation of standard right of way fence.

XII. TEST BORING SPECIFICATIONS

This specification outlines procedures and requirements for the performance of test borings on MBTA Railroad Property.

XIII. FIBER OPTIC CABLE SPECIFICATIONS

This specification details requirements for design and installation of fiber optic cables on MBTA Railroad Property; and is modified by site-specific requirements, including the construction methodology, location and type of fiber optic cables and protection conduits.

XIV. RAILROAD OPERATIONS BOOK OF STANDARD PLANS, TRACK AND ROADWAY, MW-I SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF TRACK

Certain construction activities may require obtaining this comprehensive package if rail construction details and requirements are related to the track operation.

XV. COMMUTER RAIL DESIGN STANDARDS

ATTACHMENT "B"

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
APPLICATION FOR ENTRY UPON MBTA RAILROAD, TRANSIT,
OR OTHER PROPERTY**

Date_____

1. Name of Applicant: _____

2. Type of Entity (Partnership, Corporation, Proprietorship, Public Authority, etc.):

3. Mailing Address: _____

4. Contact info:_____

5. If incorporated, state of incorporation:_____

6. Proposed license term commencement date:_____

7. Agents for applicant for service of notice or process: _____

8. Administrative Fee: 1,000.00 paid with application

9. If plan reviews by The MBTA Design and Construction are deemed necessary the following fee shall apply:

Design and Construction Plan Review Fee: 1,600.00 Paid with Application Fee

10. Applicant shall submit Drawings in pdf form and one set of paper Drawings to License Administrator

11. If applicant is self-insured, please provide limits of self-insurance and attach copies of authorizing legislation or certification thereof: _____

12. If applicant is authorized by public authority to enter into such license agreement, please provide:

Motion, Resolution, or Ordinance No.: _____

Date of Adoption: _____

Adopted by: _____

13. Is the applicant seeking permission to perform environmental testing and/or assessment on Authority property?

a) Is the proposed testing and/or assessment required by the Massachusetts Contingency Plan ("MCP")?

b) What is the Release Tracking number and current status of the MCP work?

14. Name, title and email of applicant's officer authorized to sign agreement: _____

Project Description

1. Brief description of construction (including types of pipes and other attachments or ancillary facilities to be installed on MBTA Railroad Property): _____

2. Brief description of purpose of entry and/or installation: _____

Space Requirements
[To Be Provided]

Technical Information

- 1. Is this occupancy within the limits of a public road? _____
Attach copies of applicant's franchise to occupy such space.

- 2. If occupancy is under, over, though, or attached to undergrade or overhead bridge, who owns such bridge? _____

- 3. Type of occupancy (facility):
 - a) Exact Length of MBTA Railroad Property to be burdened by occupancy: _____

 - b) Width of excavation facility on MBTA Railroad Property:

 - c) Number of manholes: _____

A. Aerial or underground wire and cable:

- (1) Telephone and other communication cables:
 - Number of cables: _____
 - Number of pairs/cable: _____
 - Are these composite coaxial cables? _____

- (2) Power Cables:
 - Number of cables/size: _____
 - Number of volts per conductor: _____
 - Are these pipe-type cables consisting of one or more high voltage cables encased in steel pipe under inert oil pressure? _____

- (3) Fiber optic cables:
 - Number of cables: _____
 - Number of distribution cables: _____
 - Number of transmission cables: _____
 - Number of strands in each cable: _____

Number of repeater stations on MBTA Railroad Property: _____

Systems (check one):

Transmission _____

Distribution _____

Sensor _____

(4) Number of spare or unoccupied ducts to be installed: _____

B. Pipes and Sewers

(1) Circular line carrying no pressure:

Number of pipes: _____

Number of inches of inside nominal diameter per pipe: _____

(2) Circular lines under pressure and carrying non-flammable, non-explosive, or non-combustible supporting materials, except coal and slurry:

Number of pipes: _____

Number of inches of inside nominal diameter per pipe: _____

(3) Circular lines under pressure and carrying flammable, explosive, or combustible supporting material:

Number of pipes: _____

Number of inches of inside nominal diameter per pipe: _____

(4) Non-circular pipe: _____

(5) Will a pipe tunnel be constructed? _____

(6) Will pipe be supported by MBTA structures, bridges, etc.? _____

Explain: _____

(7) Will pipe be attached to MBTA structures, bridges, etc.? _____

Explain: _____

C. Ancillary Facilities

Number of wooden poles to be installed on MBTA Railroad Property:

Other wooden supporting structures: _____

Steel supporting structures: _____

Explain: _____

Number of braces, stub poles: _____

Number of guy wires anchored on MBTA Railroad Property: _____

Number of span guy wires crossing MBTA Railroad Property: _____

D. Attachments

(1) Attachment of aerial wires and cables to poles or other structures of MBTA used in wire line construction or support:

Number of wires attached to MBTA cross-arm: _____

Voltage of wire: _____

Number of wires attached to applicant's cross-arm or bracket: _____

Voltage of wire: _____

Number of cross-arms or brackets attached to MBTA poles: _____

(2) Attachment of aerial wires and cables to building or structures other than those used in wire line construction or support:

Number of wires or cables attached to MBTA's building or structures:

(3) Attachment of cable terminals to poles, buildings, or structures including highway bridges, railroad bridges over highways, or other bridges of MBTA:

Number of cable terminals, loading coils, transformers, or like devices attached:

Explain: _____

E. Guy wire crossings and overhanging cross-arms and power wires of pole lines outside MBTA right-of-way.

Number of guy wires crossing MBTA Railroad property but not anchored thereon: _____

Number of cross-arms overhanging MBTA Railroad Property from poles located outside thereof: _____

Number of cross-arms on any poles: _____

It is hereby understood and agreed that the undersigned applicant will bear any and all costs associated with MBTA's preliminary and final engineering review in connection with this application. Any charges in excess of the initial advance payment will be billed directly to the address indicated in Item #3 above.

Agent: _____

For: _____
Name of Applicant

By: _____
(Title)

(Date)

REVENUE ENFORCEMENT AND PROTECTION PROGRAM CERTIFICATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under penalties of perjury that I (my company), to my best knowledge and belief, have (has) 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 Officer
(If applicable)

Date: _____

EMPLOYER'S CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS EMPLOYMENT SECURITY LAW

Pursuant to G. L. C. 151A, Sec. 19A (b), I _____

on behalf of (Name of Employer) _____,

D.E.T. ID Number _____, certify under the penalties of perjury¹ that the
aforementioned employer has complied with all laws of the Commonwealth relating to contributions
and payments in lieu of contributions.

Signed under the penalties of perjury this _____ day of _____, 20__.

Name of Employer

Signature

Name (Printed)

Title (Printed)

¹ _____
The employer may certify its compliance if it has entered into and is complying with a
repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory
proceeding or court action contesting the amount due pursuant to G. L. C. 161A, Sec.
19A(c).

STATEMENT REGARDING BENEFICIAL INTEREST

In compliance with the provisions of Chapter 7, Sec. 40J of the General Laws, I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property subject to this Application dated

_____, 20___,

between _____ as applicant/tenant, for premises in the building (on the site) know as _____, and located at _____

_____ are listed below.

Name and residence of all persons with beneficial interests:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Signed: _____

Title: _____

Date: _____

ATTACHMENT "C"

REFERENCED STANDARDS AND SPECIFICATIONS

- A. Wherever standards or specifications issued by a recognized industry association or regulatory body are referenced in these Specifications, the reference shall be interpreted as incorporating the referenced standard or specification in total into these Specifications as applicable. In the event of a difference between referenced standard or specifications and these Specifications, the latter shall govern.
- B. Technical Reference Abbreviations - References are made to recognized standards by use of the acronyms listed below. Addresses are included for convenience, and the accuracy of the addresses is not warranted:

AA	The Aluminum Association 900 19th Street NW Washington, DC 20006
AAR	The Association of American Railroads American Railroads Building 50 F Street NW Washington, DC 20001
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street NW Suite 249 Washington, DC 20001
ACGIH	American Conference of Governmental Industrial Hygienists 1330 Kemper Meadow Drive Cincinnati, OH 45240
ACI	American Concrete Institute P. O. Box 19150 Detroit, MI 48219
AFPA	American Forest and Paper Association 1111 19th Street, NW Suite 700 Washington, DC 20036

AIA	American Insurance Association 1130 Connecticut Avenue NW Washington, DC 20036
AISC	American Institute of Steel Construction Inc. 1 East Wacker Drive Suite 1300 Chicago, IL 60601
AISI	American Iron and Steel Institute 1101 17th Street NW Suite 1300 Washington, DC 20036-4700
AITC	American Institute of Timber Construction 7012 South Revere Parkway Suite 140 Englewood, CO 80112
ANSI	American National Standards Institute 11 West 42nd Street New York, NY 10036
APA	American Plywood Association P. O. Box 11700 Tacoma, WA 98411
APHA	American Public Health Association 1015 15th Street NW Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street NW Washington, DC 20001
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood Preservers' Association P. O. Box 286 Woodstock, MD 21163-0286
AWS	American Welding Society 550 NW 42nd Avenue Miami, FL 33126
AWWA	American Water Works Association, Inc. 6666 W. Quincy Avenue Denver, CO 802350
CSI	Construction Specifications Institute 601 Madison Avenue Alexandria, VA 22314-1791
FHA	Federal Highway Administration 400 7th Street SW Washington, DC 20590
FRA	Federal Railroad Administration 403 7th Street SW Washington, DC 20590
ICBO	International Conference of Building Officials 5360 Workman Mill Road Whittler, CA 90601
IIA	Incinerator Institute of America 60 East 42nd Street New York, NY 10017



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

||

MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC

AUGUST 2014

SECTION 1. GENERAL

- 1.01 The Contractor should note that these specifications govern proposed work that involves construction on, over, under, within or adjacent to MBTA Railroad Property. Requirements must be strictly observed whenever the tracks, structures, or properties of the MBTA are involved or affected.
- 1.02 If the tracks or other facilities of the MBTA are endangered, the Contractor shall immediately perform such work as directed by the Railroad Company(s), and upon failure of the Contractor to carry out such orders immediately, the Railroad Company(s) may take whatever steps are necessary to restore safe conditions. The cost and expense to the Railroad Company(s) and/or MBTA of restoring safe conditions or of any damage to the MBTA's trains, tracks, or other facilities caused by the Contractors' or subcontractors' operations, shall be at the sole expense of the Contractor and will be collected as appropriate. This cost shall be paid for by the Contractor and may be deducted from any monies due and that may become due to the Contractor.
- 1.03 Before entering upon MBTA Railroad Property:
- A. The Owner or its Contractor shall be fully informed of all requirements of the MBTA pertaining to the specific project and shall conduct all their work accordingly. Any questions relating to the requirements of the MBTA should be directed to the Director of Engineering for MBTA Railroad Operations or their authorized representative.
 - B. The Owner or its Contractor shall execute an MBTA License for Entry, and shall provide the MBTA and Railroad Company(s) with the information required in the "Insurance Specifications".
 - C. The Owner or its Contractor shall take note that if an excavation is to be made within a 2 to 1 slope line commencing 5.5 feet from the centerline of track, they shall be required to submit the proposed method of soil stabilization for approval by the Director of Engineering for MBTA Railroad Operations.
 - D. The Owner or its Contractor shall furnish detailed plans for falsework, bracing, sheeting, or other supports adjacent to the tracks for approval by the Director of Engineering for MBTA Railroad Operations and the Railroad Company(s), and the work shall be performed in accordance with temporary "Sheeting and Shoring". All plans and calculations shall be stamped by a Registered Professional Engineer.
 - E. The Owner or its Contractor shall give written notice to the Director of Engineering for MBTA Railroad Operations and the applicable

Railroad Company(s) at least 21 days in advance of starting work or locating equipment at the site.

- F. The Owner or its Contractor shall make all necessary arrangements with the MBTA before entering upon MBTA Railroad Property.

1.04 After entering upon MBTA Railroad Property:

- A. The Owner or its Contractor shall have, in their possession on the job site, the contract plans and specifications which bear the stamp of approval of the Director of Engineering for MBTA Railroad Operations or Railroad Company(s). The Owner or its Contractor shall conduct all their work according to these plans and specifications.
- B. All work shall be performed and completed in a manner fully satisfactory to the MBTA Chief Engineering Officer or authorized representative(s). Railroad Company(s) inspection of the work shall be conducted at any time and the Owner or its Contractor shall cooperate fully with the MBTA and Railroad Company(s) representatives.
- C. All equipment used by the Owner or its Contractor on MBTA Railroad Property may be inspected by the Railroad Company(s) and shall not be used if considered unsatisfactory by the Railroad Company(s) representative. Equipment of the Owner or its Contractor to be used adjacent to tracks shall be in first class condition so as to positively prevent any failure that would cause delay in the operation of trains or damage to MBTA or railroad facilities. Equipment shall not be placed or put into operation adjacent to a track without first obtaining the permission of the Railroad Company(s).
- D. Operators of such equipment must be properly licensed and may be examined by the Railroad Company(s) representative to determine their fitness. If it is determined that they are unfit to work, then the Owner or its Contractor shall remove them from MBTA Railroad Property.
- E. If the Director of Engineering for MBTA Railroad Operations deems it necessary, the Owner or its Contractor shall furnish and erect in close proximity to the site of the work a suitable, furnished shelter with lights, heat, telephone, etc., for use by Railroad Company(s) personnel providing services to the Owner's or Contractor's work.
- F. The Owner or its Contractor's work shall be performed in such manner that the tracks, train operations and appurtenances of the MBTA and the Railroad Company(s) will be safeguarded.

- G. Open excavations shall be suitably planked and safeguarded when construction operations are not in progress.
- H. Blasting will be permitted under or adjacent to tracks only after proof that blasting is required and all methods have been approved by the Director of Engineering for MBTA Railroad Operations and the Railroad Company(s). All blasting operations must comply with the MBTA's "Blasting Specifications".
- I. The Owner or its Contractor shall be fully responsible for all damages arising from their failure to comply with the requirements of these specifications. Failure to comply may result in their removal from MBTA Railroad Property, at the MBTA's sole discretion.

SECTION 2. RULES, REGULATIONS, AND REQUIRMENTS.

- 2.01 Railroad traffic shall be maintained at all times with safety and continuity, and the Contractor shall conduct all operations on, over, under, within or adjacent to MBTA Railroad Property within the rules, regulations, and requirements of the Railroad Company(s) and/or MBTA. The Contractor shall be responsible for acquainting themselves with such requirements as the Railroad Company(s) and/or MBTA may demand.
- 2.02 The Contractor shall obtain verification of the time and schedule of track occupancy from the Railroad Company(s) before proceeding with any construction or demolition work on, over, under, within or adjacent to MBTA Railroad Property. The work shall not proceed until the plans and method of procedure have been approved by the Director of Engineering for MBTA Railroad Operations or their authorized representative.
- 2.03 All work to be done on, over, under, within or adjacent to MBTA Railroad Property shall be performed by the Contractor in a manner satisfactory to the MBTA and the Railroad Company(s), and shall be performed at such times and in such manner, as to not interfere with the movement of trains or operations upon the tracks of the MBTA. The Contractor shall use all necessary care and precaution in order to avoid accidents, delays or interference with the MBTA's trains or other property.
- 2.04 The Contractor shall give written notice to the Railroad Company(s) at least twenty- one (21) days prior to the commencement of any work, or any portion of the work, by the Contractor or their subcontractors on, over, under, within or adjacent to MBTA Railroad Property, in order that necessary arrangements may be made by the Railroad Company(s) to protect railroad operations.

- 2.05 If deemed necessary by the Railroad Company(s), it may assign an inspector and/or engineer who will be placed on the work site during the time the Contractor or any subcontractor is performing work on, over, under, within or adjacent to MBTA Railroad Property. The cost and expense will be paid directly by the contracting party with an advance deposit to the Railroad Company(s), unless otherwise approved.
- 2.06 Before proceeding with any construction or demolition work, on, over, under, within or adjacent to the MBTA's Railroad Property, a pre-construction meeting shall be held at which time the Contractor shall submit for approval of the MBTA and Railroad Company(s), Drawings, computations, and a detailed description of the method for accomplishing the construction work, including methods of protecting railroad operations. Such approval shall not serve in any way to relieve the Contractor of complete responsibility for the adequacy and safety of the referenced methods.
- 2.07 During any demolition procedure, the Contractor must provide an approved shield to prohibit all debris from falling onto MBTA Railroad Property. A protective fence must be erected at both ends of the project to prohibit trespassers from entering MBTA Railroad Property.
- 2.08 Cranes, shovels, or any other equipment shall be considered to be fouling the track when located in such position that failure of same with or without load brings the equipment within the fouling limit. The Contractor's employees and equipment will not be permitted to work near overhead wires or apparatus.
- 2.09 The Contractor shall conduct their work and handle their equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Railroad Company(s). When it becomes necessary for the Contractor to foul any track, they must give the Railroad Company(s) written notice of their intentions twenty-one (21) days in advance, so that if approved, arrangements may be made for proper protection of the Railroad Company(s).
- 2.10 The Contractor's equipment shall not be placed or put into operation adjacent to tracks without first obtaining permission from the Railroad Company(s). Under no circumstances shall any equipment or materials be placed or stored within fifteen (15) feet from the centerline of the closest track.
- 2.11 Materials and equipment belonging to the Contractor shall not be stored on MBTA Railroad Property without first having obtained permission from the Railroad Company(s), and such permission will be on the condition that the MBTA and/or Railroad Company(s) will not be liable for damage to such materials and equipment from any cause. The Contractor shall keep the

tracks adjacent to the site clear of all refuse and debris that may accumulate from construction operations, and shall leave the MBTA Railroad Property in the condition existing before construction commencement. Equipment repair, refueling or extended storage is prohibited on MBTA Railroad Property.

- 2.12 The Contractor shall consult the Railroad Company(s) in order to determine the type of protection required to insure safety and continuity of railroad operations. The railroad field engineer may assign track foremen, flagmen, signalmen or other employees deemed necessary for protective services by the Railroad Company(s), to insure the safety of trains and MBTA Railroad Property. The cost of same shall be paid directly by the contracting party with an advance deposit to the Railroad Company(s), unless otherwise approved.
- 2.13 The provision of such protective services, and other precautionary measures, shall not relieve the Contractor from liability for the cost of any and all damages caused by their operations.
- 2.14 The Railroad Company(s) will require protection during all periods when the Contractor is working on, over, under, within or adjacent to MBTA Railroad Property or as may be deemed necessary. When protection is required, the Contractor shall make the request in writing to the Railroad Company(s) at least twenty-one (21) days before such protection is required.
- 2.15 The Contractor shall not bill the Railroad Company(s) or MBTA for any work which they are proposing to perform, unless the Railroad Company(s) or MBTA authorizes the said work in writing. This work must be to the benefit of the MBTA or Railroad Company(s).
- 2.16 The Contractor, subcontractor and respective employees who will come within the limits of the MBTA Railroad Property, must first attend the Railroad Company(s) Safety Orientation Class. They are required to comply with the Railroad Company(s) Safety Requirements throughout the entire construction period. All costs associated with compliance of the Railroad Company(s) Safety Requirements will be at the sole expense of the Contractor and subcontractors.
 - A. The Contractor for the project must appoint a qualified person who will be designated as a Safety Representative. They must be approved by the Railroad Company(s) Safety Representative. The Contractor's designee will be responsible to give Safety Orientation to the Contractor's/subcontractor's employees who will come onto the MBTA's Railroad Property for short periods of time after the initial Safety Orientation Class has been given by the Railroad Company(s). The Contractor's designee will keep the Railroad Company(s) Safety Representative informed of the temporary employees who received Safety Orientation. The Railroad Company(s)

Safety Orientation Class will be repeated when employee turnover or groups of Contractor's and subcontractor's employees are such that another Railroad Company(s) Safety Orientation Class is justified.

- B. All Contractors shall follow established safety procedures and remain 15 feet or more from the closest rail of the closest track. When it becomes necessary for Contractors to encroach on this 15 foot limitation, the proper fouling procedures will be arranged with the Railroad Company(s).
 - C. Contractors will establish the 15 foot foul line by installing stakes and taping off the area prior to beginning work.
- 2.17 Upon completion of the work, the Contractor shall remove from the MBTA Railroad Property, all machinery, equipment, surplus materials, falsework, rubbish, temporary buildings and other property of the Contractor, or any subcontractor, and shall leave MBTA Railroad Property in a condition satisfactory to the MBTA and Railroad Company(s). Failure to comply will result in Railroad Company(s) forces restoring MBTA Railroad Property at the Contractor's expense.
- 2.18 The Contractor will pay the Railroad Company(s) directly, for all protective services unless otherwise approved. The services are performed to insure safe operation of trains when construction work would, in the Railroad Company(s) opinion, be a hazard.

SECTION 3. DEFINITION OF HAZARD

- 3.01 Protection Services will be required whenever the Contractor is performing work on, over, under, within or adjacent to MBTA Railroad Property. This will include excavating, sheeting, shoring, erection, removal of forms, handling material, using equipment which by swinging or by failure could foul the track, and when any other type of work being performed, in the opinion of the Railroad Company(s), requires such service.
- 3.02 Railroad operations will be considered subject to hazard when explosives are used in the vicinity of MBTA Railroad Property during the driving or pulling of sheeting for footings adjacent to a track, when erecting structural steel across or adjacent to a track, when operations involve swinging booms or chutes that could in any way come closer than 5 feet to the center line of a track or wire line. None of these or similar operations, shall be carried on without Railroad Company(s) protective services personnel on site.
- 3.03 A signal line or communication line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire or cable. An electrical supply line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any

wire of the line.

- 3.04 As excavation approaches pipes, conduits, or other underground structures on or adjacent to MBTA Railroad Property, digging by machinery shall be discontinued and the excavation shall continue by means of hand tools. All existing pipes, poles, wires, fences, property line markers, and other structures, which the MBTA and/or Railroad Company(s) decides must be preserved in place, shall be carefully protected from damage by the Contractor or its Owner. Should such items be damaged, they shall be restored by the Railroad Company(s), at the Owner's or Contractor's sole expense to the original condition prior to construction commencement. If any excavation is taken beyond the work limit indicated on the approved Drawings or prescribed herein, the Owner or its Contractor shall backfill and compact to the satisfaction of the Railroad Company(s) at the Contractors expense.

SECTION 4. BACKFILL

4.01 Backfilling

- A. All backfill material adjacent to any Railroad Company(s) facility shall be approved by the Railroad Company(s). Backfill material shall be free from hard lumps and clods larger than 3 inches in diameter, and free from large rocks or stumps. Uniformly fine material shall be placed next to any pipe liable to dent or break.
- B. All backfill material shall be compacted at or near optimum moisture content, in layers not exceeding 6 inches in compacted thickness by pneumatic tampers, vibrator compactors, or other approved means to the base of the railroad subgrade. Material shall be compacted to not less than 95 percent of AASHTO T 99, Method C. The Contractor will be required to supply to the job site, ballast stone (AREA #4) to be installed by the Railroad Company(s).

4.02 Certification

The Owner or its Contractor shall provide testing, through the use of a testing lab or Professional Engineer, to insure that the in place density of the backfill meets or exceeds the requirements of Section 4.01(B). Written certification of the tests shall be given to the Railroad Company(s) immediately upon completion of the test.

4.03 Alternate

In the case of an open cut crossing of the MBTA Railroad Property, the Owner or its Contractor may backfill with concrete having a three-day compressive strength of 1000 psi to the base of the track subgrade. This

may be used in lieu of providing the certification of proper compaction when using gravel backfill. The Owner or its Contractor will be required to supply to the job site, ballast stone (AREA #4) to be installed by the Railroad Company(s).

SECTION 5. CLEARANCES

- 5.01 Staging falsework or forms shall at all times be maintained with a minimum vertical clearance of 226" above top of the high rail and a minimum horizontal clearance of 15' from the center line of track.

SECTION 6. PROTECTION SERVICES

- 6.01 The MBTA shall require railroad inspection and may require railroad flagging. Prior to the start of any work on MBTA Railroad Property, the Owner or its Contractor shall submit a deposit to the amount required by the Railroad Company(s). If Railroad Company(s) expenses are greater than the amount of deposit, the Owner or its Contractor shall reimburse the Railroad Company(s) for the balance when billed, and, if the Railroad Company(s) expenses are less than the amount of deposit, the Railroad Company(s) will refund the balance to the Owner or its Contractor. The Railroad Company(s) reserves the right to request additional deposits as project work progresses.
- 6.02 If the MBTA or Railroad Company(s) determines that flagmen are necessary, the number required shall be on duty at the site during the hours of hazard described under Section 3. No work shall be performed if flagmen are required but are not on duty.
- 6.03 It shall be the responsibility of the Owner or its Contractor to keep the MBTA and Railroad Company(s) informed at all times when the Owner or its Contractor shall be working on, over, under, within or adjacent to MBTA Railroad Property and creating the hazards described under Section 3. Failure of the Owner or its Contractor to give the MBTA and Railroad Company(s) suitable advance notice of hazardous operation shall result in the shutdown of the work by the Railroad Company(s), until such time as sufficient numbers of flagmen are on duty at the site. If this becomes a repeat occurrence, the Contractor will be removed from the project.
- 6.04 The Railroad Company(s) will make its best effort to provide protective services personnel. Should the situation arise where such personnel are not available, Contractor operations must cease. The Railroad Company(s) is not liable for any monetary claims incurred during the absence of protective services personnel.

SECTION 7. INSPECTION

7.01 If deemed necessary by the Director of Engineering for MBTA Railroad Operations, the MBTA will furnish and assign an engineer(s) for inspection and the Railroad Company(s) will furnish an appropriate inspector for general inspection purposes or for general protection of MBTA Railroad Property and operations during construction. All protection services will be at the expense of the Owner or its Contractor.

SECTION 8. EXTRA-CONTRACT SERVICES

8.01 Temporary and permanent changes of tracks and all railroad utilities made necessary by the work of the Contractor, will be made by the MBTA or Railroad Company(s) at the expense of the Owner or its Contractor.

8.02 All other changes made or services furnished by the Railroad Company(s), at the request of the Owner or its Contractor, will be at the Owner's or its Contractor's expense.



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE



INSURANCE SPECIFICATIONS

The insurance outlined in these Specifications is required of the Owner or Contractor, and shall be provided by or in behalf of all subcontractors performing any portion of the work. The Owner or Contractor shall be responsible for any modifications, deviations or omissions of the required insurance as it applies to subcontractors.

All insurance policies, unless otherwise specified under Railroad Protective Liability Insurance, are to be written either on an occurrence basis or, if a claims-made form, applicable renewals must have a date retroactive to the construction start date and shall be maintained in force for one year following the acceptance of the work by the MBTA or its duly authorized representative.

With the exception of Railroad Protective Liability Insurance, all insurance policies must name the MBTA as an additional insured as its interest appears and waive any rights of subrogation against the MBTA.

Certificates of Insurance evidencing (1) either the claims-made or occurrence form coverage, (2) work description/location, (3) Owner or Contractor's corporate name, and (4) individual, company, government agency or municipality for which the work is being performed, are to be furnished to the MBTA prior to work commencement, and within fifteen (15) days of expiration of the insurance coverage, when applicable.

All policies must contain a minimum thirty (30) day written notice of cancellation clause, and provide that the Insurance Company shall notify the Owner, Contractor, MBTA and Railroad Company(s), via registered mail, of any cancellation, change or expiration of the policy.

Original Insurance Certificate(s) shall be received and approved by the MBTA before the Owner or Contractor will be allowed entry upon MBTA Railroad Property. Certificates, including any required endorsements, shall be furnished to the MBTA, c/o Risk Manager, Office of the Treasurer-Controller, Ten Park Plaza, Room 8450, Boston, MA 02116, and shall provide stated coverage and a provision that Notice of Accident (occurrence) and Notice of Claim shall be given to the Insurance Company as soon as practicable after notice to the insured(s).

Original Insurance Binders reflecting Railroad Protective Insurance shall be received and approved by the MBTA and the appropriate Railroad Company(s) prior to entry upon MBTA Railroad Property. Mailing addresses for transmittal of original Insurance Binders to the named insured Railroad Company(s) are contained on Page Four of these Specifications.

The Owner or Contractor shall indemnify, defend and save harmless the MBTA and the appropriate Railroad Company(s) from and against any and all liabilities, losses (including losses of revenue), claims, costs, damages and expenses (including reasonable attorney's fees and expenses) that may be asserted against or incurred by the MBTA and the Railroad Company(s) arising from or as a result of the Owner or Contractor's work, or its use of adjacent land. Said indemnification shall include claims, whether covered by insurance or not, including, but not limited to

Workers Compensation and similar insurance.

The Owner or Contractor shall maintain, during the life of the contract, from company (s) authorized to do business in the Commonwealth of Massachusetts and satisfactory to the MBTA:

A. COMMERCIAL GENERAL LIABILITY INSURANCE for personal injury, bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering all work performed on over or adjacent to MBTA Railroad Property (the "work"), including:

1. All operations;
2. Contractual liability;
3. Coverage for the so-called "X, C, U" hazards, i.e., collapse of building, blasting, and damage to underground property;
4. Asbestos abatement, when applicable.

B. AUTOMOBILE LIABILITY INSURANCE including the use of all vehicles owned, non-owned, leased and hired, in an amount not less than \$1,000,000 combined single limit covering all the work.

C. WORKER'S COMPENSATION INSURANCE including Employees, Liability Insurance, as provided by Massachusetts General Laws, Chapter 152, as amended, covering all the work.

D. UMBRELLA LIABILITY COVERAGE in an amount not less than \$10,000,000 per occurrence covering all the work.

E. HAZARDOUS MATERIALS INSURANCE if the work involves hazardous materials, the following coverage is required:

1. **Pollution Liability insurance** for sudden and gradual occurrences in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate arising out of the work, including but not limited to all hazardous materials identified in the contract.
2. When applicable, the Owner or Contractor shall designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability Insurance for (a) sudden and accidental occurrences in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate and (b) non-sudden occurrences in an amount not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

3. Certificates of insurance shall clearly state the hazardous materials exposure work being performed.

F. RAILROAD PROTECTIVE LIABILITY INSURANCE is specifically designed for insuring Railroads, and is purchased by the Owner or Contractor in the name of the MBTA and the Railroad Company(s). **The Railroad Company(s) is the named insured on the policy.** Railroad Protective Liability Insurance is required for any work performed within fifty (50) feet from center line of the nearest railroad track; it is not a substitute for any types of insurance outlined in these Specifications. Required limits are:

Bodily injury: not less than \$5,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$6,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one accident;

Property Damage: not less than \$10,000,000 or all damages arising out of injury to or destruction of MBTA property in any one accident, and subject to that limit per accident, a total of \$10,000,000 in the aggregate for all damages arising out of injury to or destruction of MBTA property.

Questions regarding insurance should be directed to MBTA's Risk Manager at (617) 222-3064.

Questions regarding train counts and train speeds should be directed to the appropriate Railroad Company(s) listed on Page Four.

PROOF OF INSURANCE

MAILING ADDRESSES:

MBTA

Risk Manager
c/o Treasurer-Controller
10 Park Plaza
Boston, MA 02116
cc: Massachusetts Realty Group

National Railroad Passenger Corporation (Amtrak)

Boston Division Office
c/o Division Engineer
2 South Station 5th Floor
Boston, MA 02110

CSX Transportation Inc.

500 Water St.
Jacksonville, FL 32202

Bay Colony Railroad Corporation

General Manager
4 Freight House Road
East Wareham, MA 02571

Boston and Maine Corporation
and Springfield Terminal Railway
Co.

Chief Engineer
402 Amherst Street
Suite 300
Nashua, NH 03063-1287

Providence and Worcester
Railroad Company

P. O. Box 1188
Worcester, MA 01601

Keolis Commuter Services

Chief Engineering Officer
470 Atlantic Ave.
Boston, MA 02110



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

IV

PIPELINE OCCUPANCY SPECIFICATIONS

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SECTION 1. GENERAL REQUIREMENTS

1.01 DESCRIPTION OF WORK AND LOCATION

These specifications apply to the design and construction of pipelines carrying flammable and non-flammable substances and to casings over 4-inches in diameter containing wires and cables, under, across or along MBTA Railroad Property, facilities and tracks.

1.02 LICENSE TO ENTER RAILROAD PROPERTY

- A. Entry upon MBTA Railroad Property for the purpose of conducting surveys, field inspections, obtaining soil information, or any other purpose associated with the design and engineering of the proposed occupancy, will be authorized by an MBTA License for Entry (See "Guidelines and Procedures for Construction on MBTA Railroad Property").
- B. Issuance of the License does not constitute authority to proceed with the actual construction.

1.03 WORK ON RAILROAD PROPERTY

- A. The safety and continuity of train operations shall be the first priority. The Applicant shall arrange the work so that the trains will be protected and safeguarded at all times. Whenever the work may affect the safety and movement of trains, the method, sequence and time schedule of performing such work shall be submitted to the Director of Engineering for MBTA Railroad Operations or their authorized representative for approval.
- B. The Applicant waives all claims against the Railroad Company(s) and/or the MBTA for delays or any interference occasioned by railroad traffic or railroad maintenance.
- C. All Applicant-designed temporary construction on MBTA Railroad Property shall be designed in accordance with the appropriate railroad criteria and all construction performed on, over, under, within or adjacent to MBTA Railroad Property will be subject to the inspection and approval of the Railroad Company(s) and/or MBTA.
- D. A minimum of fourteen (14) days advance written notice shall be given to the Railroad Company(s) prior to construction related activities.
- E. The Railroad Company(s) will furnish such qualified flagmen, signalmen or protection men as may be required to insure complete

protection of train operations and railroad facilities. The need for this type of service will be determined by the Railroad Company(s) on the basis of railroad regulations and the Applicant's approved construction schedule. No work shall proceed without proper protection on the site.

- F. All expenses incurred in connection with protection of railroad facilities by Railroad Company(s) employees will be borne by the Applicant. Billings for such service or expense, including labor, materials and equipment will be made directly to the Applicant for payment.
- G. During construction, railroad traffic shall be maintained at all times without interruption, except when approved in advance, in writing, by the Director of Engineering for MBTA Railroad Operations or their authorized representative.
- H. All construction operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of trains, nor damage, destroy, or endanger the integrity of railroad facilities. All work on or near MBTA Railroad Property shall be conducted in accordance with the Railroad safety rules and regulations. The Applicant shall secure and comply with the Railroad safety rules and shall give written acknowledgment to the Railroad Company(s) that they have been received, read, and understood by the Applicant and their employees. Construction operations will be subject to Railroad Company(s) inspection at any and all times.
- I. All cranes, lifts, or other equipment that will be operated in the vicinity of the MBTA's electrification and power transmission facilities shall be electrically grounded as directed by the Railroad Company(s).
- J. At all times when the work is progressing, a field supervisor for the work with no less than twelve (12) months experience in the operation of the equipment being used shall be present. Certification of the above must be submitted to the Railroad Company(s).
- K. Whenever equipment or personnel are working closer than fifteen (15) feet to the closest rail of an adjacent track, that track shall be considered as being obstructed. As best possible, all construction operations shall be conducted no less than this distance. Construction operations closer than fifteen (15) feet to the closest rail of a track shall be conducted only with the permission of, and as directed by, a qualified Railroad Company(s) employee present at the work site.
- L. Crossing of tracks at grade by equipment and personnel is prohibited except by prior arrangement with, and as directed by, the Director of

Engineering for MBTA Railroad Operations or their authorized representative.

- M. All tunneling, jacking and boring operations within railroad influence lines will be done on a 24 hour per day basis to minimize Railroad exposure to construction hazards.

1.04 COORDINATION

The Applicant shall coordinate the work with their Contractors, subcontractors, utility companies, governmental units, and any affected Railroad Company(s) with regard to site access, establishment and use of temporary facilities, work schedules, and other elements of the specified work which require interfacing with others.

1.05 LAYOUT OF WORK

The Applicant shall lay out their work true to lines and grades indicated on the Drawings and shall be responsible for all measurements in connection therewith. The Applicant will be held responsible for the execution of the work to such lines and grades indicated on the approved construction Drawings or such other lines and grades as may be directed or established by the Director of Engineering for MBTA Railroad Operations or their authorized representative.

1.06 INDEMNIFICATION AND INSURANCE

See requirements in "Guidelines and Procedures for Construction on MBTA Railroad Property" and "Insurance Specifications."

1.07 SCIENTIFIC OR HISTORIC ARTIFACTS

The Applicant shall immediately notify the Director of Engineering for MBTA Railroad Operations of the discovery of scientific or historical artifacts and shall protect same until identified and removed by the appropriate Authorities exercising jurisdiction.

1.08 RECORD DOCUMENTS

- A. The Applicant shall furnish the Railroad Company(s) and the MBTA with one reproducible "As Built" copy of each approved Construction Drawing, marked to indicate all changes and deviations from same.
- B. All project record documents shall be received and accepted by the MBTA and the Railroad Company(s) prior to final inspection.

SECTION 2. SUBMITTALS

2.01 APPLICATION FOR OCCUPANCY

The Applicant must agree, upon approval of the construction details by the Director of Engineering for MBTA Railroad Operations, to execute the MBTA Pipeline Occupancy Agreement and pay any required fees and/or rentals outlined therein. Refer to "Guidelines and Procedures for Construction on MBTA Railroad Property" for application policy.

2.02 SUBMISSION OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS

- A. Six (6) sets of Drawings and specifications for proposed pipeline occupations shall be submitted to the AGM for Real Estate and Asset Development and meet the approval of the Railroad Company(s) and the MBTA prior to the start of construction. These plans are to be prepared in sizes as small as possible and are to be folded to an 8-1/2 inch by 11-inch size (folded dimensions) with a 1-1/2 inch margin on the left side and a 1-inch margin on the top.
1. After folding, the title block and other identification of the Drawings shall be visible at the lower right corner, without the necessity of unfolding. Each Drawing shall bear an individually identifying number and an original date, together with subsequent revision dates, clearly identified on the Drawing.
 2. All Drawings are to be individually folded or rolled and where more than one Drawing is involved, they shall be assembled into complete sets before submission to the MBTA.
- B. Drawings shall be to scale and show the following (see attached Plates).
1. Plan view of proposed pipeline in relation to all railroad facilities.
 2. Location of pipe (in feet) from nearest railroad milepost, centerline of a railroad bridge (giving bridge number), or centerline of an existing or former passenger station, or other fixed point. In all cases, the name of the City or Town and County in which the proposed facilities are located must be shown.
 3. Profile of ground on centerline of pipe from field survey showing relationship of pipe and casing to ground level, tracks and other facilities. For longitudinal occupations, the profile of adjacent track(s) must be shown.

4. All MBTA property lines. If pipeline is in a public highway, the limits of the right-of-way for the highway shall be clearly indicated with dimensions from centerline.
 5. The angle of crossings in relation to centerline of tracks.
 6. Location of valves or control stations of the pipeline.
 7. "Pipe Crossing Data Sheet" completed and out on Plan.
- C. The Drawing must be specific (both on MBTA Railroad Property and under tracks that are not on MBTA Railroad Property) as to:
1. Method of installations.
 2. Size and material of casing pipe.
 3. Size and material of carrier pipe.

These items shall not have an alternative.

- D. Once an application is approved by the Director of Engineering for MBTA Railroad Operations or their authorized representative, proposed variances from the approved plans, specifications, method of construction, etc., will be resubmitted for approval.
- E. Location and dimensions of jacking, boring, or tunneling pits shall be shown with details of their sheeting and shoring. If the bottom of the pit excavation nearest the adjacent track intersects a line from a point 5.5 feet horizontally from center line of adjacent track at the plane of the base of fall drawn on a slope of 2 horizontal to 1 vertical, submit design and details of the pit construction to the MBTA for approval complete with computations prepared by a Registered Professional Engineer. In any event, the face of the pit shall be no less than 25 feet from adjacent track, unless otherwise approved by the Director of Engineering for MBTA Railroad Operations or their authorized representative. Pits shall be fenced, lighted, and otherwise protected as directed by the Railroad Company(s).
- F. All Drawings and computations, including those submitted by Contractors, must bear the seal of a Registered Professional Engineer.
- G. Computations for all structures involving the support or protection of railroad track, embankment and facilities must be prepared by and bear the seal of a Registered Professional Engineer and shall be submitted within the construction Drawings.
- H. When computer calculations are included with design calculations, the following documentation shall be furnished:

1. A synopsis of the computer program(s) stating briefly required input, method of solution, approximations used, second order analysis incorporated, specifications or codes used, cases considered, output generated, extent of previous usage of certification of program(s) and program(s) author.
 2. Identification by number, indexing and cross-referencing of all calculation sheets, including supplemental "long-hand" calculation sheets.
 3. Fully identified, dimensioned, and annotated diagram of each member or structure being considered.
 4. Clear identification and printing of all input and output values, including intermediate values if such values are necessary for orderly review.
 5. Identification of the processing unit, input/output devices, storage requirements, etc., if such supplemental information is significant and necessary for evaluation of the submittal.
- I. Specifications shall conform to Construction Specifications Institute (CSI) 16 Division, 3-part Section Format.
- J. If other than American Railway Engineering Association (AREA), American Society for Testing and Materials (ASTM), or American National Standards Institute (ANSI) specifications are referred to for design, materials or workmanship on the Construction Drawings and specifications for the work, then copies of the applicable sections of such other specifications referred to shall accompany the Construction Drawings and specifications for the work.

SECTION 3. TEMPORARY FACILITIES AND CONTROLS

3.01 REQUIREMENTS OF REGULATORY AGENCIES

Applicant shall:

- A. Obtain and pay all costs for required permits for installation and maintenance of temporary facilities and controls.
- B. Comply with all applicable Federal, State and local codes, regulations and ordinances.
- C. Comply with regulations and requirements of all utility or service companies from which temporary utilities or services are obtained, and pay all costs incurred therewith.

3.02 INSTALLATION AND COORDINATION - GENERAL

Applicant shall:

- A. Install all temporary facilities and controls in a neat and orderly manner.
- B. Make all temporary facilities structurally and functionally sound throughout.
- C. Construct temporary facilities and controls to give continuous service and to provide safe working conditions.
 - 1. Enforce conformance with applicable standards
 - 2. Enforce safe practices.
- D. Modify, extend or relocate temporary facilities and controls as work progress requires.
- E. Locate temporary facilities and controls to avoid interference with, or hazards to:
 - 1. Work or movement of railroad personnel or traffic.
 - 2. Vehicular traffic.
 - 3. General Public.
 - 4. Work of other contracts.
 - 5. Railroad Passengers.
- F. Obtain easements as may be required across non-MBTA Railroad Property.
- G. Provide materials for temporary facilities and controls for the purpose intended and shall not violate requirements of applicable codes and shall not create unsafe conditions.

3.03 SANITARY FACILITIES

Prior to the start of work, the Applicant shall furnish necessary toilet conveniences, secluded from public observation. They shall be kept in a clean and sanitary condition and comply with the requirements and regulations of the area in which the work is performed.

3.04 LIGHT AND POWER

Applicant shall make their own arrangements for obtaining temporary light and power as required for the work, and shall maintain such temporary facilities in a proper and safe condition, including compliance with applicable codes.

3.05 TEMPORARY WATER

Applicant shall make their own arrangements for obtaining all temporary water service as required for the work.

3.06 TEMPORARY TRAFFIC CONTROLS

Applicant shall cooperate with the directives of the MBTA and/or Railroad Company(s) regarding vehicular traffic control and provide any temporary controls or devices required to eliminate or minimize congestion or obstruction of vehicular traffic caused by the work, including use of designated routes of ingress and egress from the work area.

3.07 TEMPORARY WORK AND STORAGE AREAS

- A. The areas designated by the MBTA as the temporary parking, work and storage area(s) will be provided to the Applicant in accordance with the terms of the MBTA License Agreement.
- B. All designated temporary parking, work and storage areas used by the Applicant shall be restored to their original condition prior to completion of the work, subject to inspection and approval of the MBTA and the Railroad Company(s).

3.08 POLLUTION ABATEMENT CONTROLS

Applicant shall:

- A. Conduct operations in a manner to minimize pollution of the environment surrounding the area of work by every means possible. Specific controls shall be provided as follows:
 - 1. Vehicles: All vehicles and material transport trucks leaving the site and entering paved public streets shall be cleaned of mud and dirt clinging to the body and wheels of the vehicle. Trucks arriving at or leaving the site with materials shall be loaded in a manner which will prevent dropping of materials or debris on the streets. Spills of materials in public areas shall be removed immediately at no cost to the MBTA or Railroad Company(s).

2. Waste Materials: No waste or erosion materials shall be allowed to enter natural or man-made water or sewage removal systems. Erosion materials from excavations, borrow areas or stockpiled fill shall be contained within the work area. The Applicant shall develop methods for control of waste and erosion which shall include such means as filtration, settlement and manual removal to satisfy the above requirements. Do not dispose of machinery lubricants, fuels, coolants and solvents on the site. If hazardous waste is encountered, the Applicant shall dispose of it in accordance with all federal, state and local codes. Verification of proper disposal must be provided, in writing, to the MBTA and the Railroad Company(s).
 3. Burning: No burning of waste shall be allowed without prior written permission. In cases where permission is granted, burning shall be conducted in accordance with the regulations of the appropriate jurisdictional agency.
 4. Dust Control: The Applicant shall at all times control the generation of dust by their operations. Control of dust is mandatory and shall be accomplished by water sprinkling or by other methods approved by the MBTA or Railroad Company(s).
 5. Noise Control: The Applicant shall take every action possible to minimize the noise caused by their operation. When required by agencies having jurisdiction, noise producing work shall be performed during less sensitive hours of the day or week as directed by the MBTA or Railroad Company(s) or as required by local ordinance.
 6. Environmental: All local and state environmental laws will be strictly adhered to. All applications, permits, licenses, approvals, etc., will be the sole responsibility of the Applicant.
- B. Submit a program for pollution control with applicable licenses and permits for all piping carrying non-potable liquids, gases or other pollutants.

3.09 PROTECTION OF PERSONS AND PROPERTY

A. Safety Requirements

1. The Applicant must adhere to the most stringent provisions of the applicable statutes and regulations of the political subdivision in which the work is being performed. The Applicant must also observe the Department of Labor-

Occupational Safety, Health Administration provision, pertaining to the safe performance of the work, and further, the methods of performing the work must not involve undue danger to the personnel employed thereon, Railroad Company(s) employees, the public, or to public and private property. Should charges of violation of any of the above be issued to the Applicant in the course of the work, a copy of each charge shall immediately be forwarded to the Railroad Company(s). The Applicant shall pay all fines and penalties levied against him.

2. The Applicant shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection. This includes posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

B. Safety of Persons and Property - The Applicant shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work site and all other persons who may be affected.
2. All materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of their subcontractors.
3. Other property at the site or adjacent thereto, including walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction. Any damage to such items shall be restored to original condition by the Applicant at no cost to the MBTA or Railroad Company(s).

C. First Aid

The Applicant shall maintain adequate first aid supplies at the site as prescribed by Federal, State or Local codes and regulations.

D. Use of Explosives

Non blasting methods are preferred. See "Blasting Specifications."

E. Site Security

The Applicant shall:

1. Maintain a secure work site protecting the MBTA and the Railroad Company(s) interests and property from claims arising from trespass, theft and vandalism.
2. Permit access to the work site only to employees, Contractors and those persons having business related to the work.
3. Provide security measures as required to protect Contractor or subcontractor's tools, equipment and property from damage, theft or vandalism.
4. Assume all costs for any MBTA and/or local police details required by the work.

3.10 VERMIN CONTROL

- A. Do not permit food scraps, lunch bags, food wrappers or other items which would attract rats or other vermin to be left lying around the site. Deposit such items in closed, rat-proof metal containers for disposal on a regular basis.
- B. The Applicant must provide vermin control as required by the MBTA or Railroad Company(s).

3.11 RUBBISH AND DEBRIS REMOVAL

- A. Rubbish and debris resulting from the work must be neatly piled in a single location and legally disposed of at least once a week. If rubbish or debris interferes with railroad activities, or creates a fire or safety hazard, it must be removed on a more frequent basis.
- B. Volatile waste such as mineral spirits, oil, or paint thinner shall not be disposed of in storm or sanitary drains, streams or waterways or any location upon the site.

SECTION 4. PIPELINE OCCUPANCY GENERAL CRITERIA

GENERAL:

4.01 METHOD OF INSTALLATION:

- A In a public way:
 1. No work shall be done without a Railroad Company(s) Inspector present.
 2. Open cuts will not be allowed in or immediately adjacent to an at

grade crossing. Sleeves will be installed by the jerking method, unless otherwise approved by the Director of Engineering for MBTA Railroad Operations.

3. Jerking is the preferred method of installation in or immediately adjacent to and at grade crossing. The sleeve may be installed by the open cut method with the Applicant paying for the complete rebuilding of the crossing, pending approval of the Director of Engineering for MBTA Railroad Operations. Approval will be given only under very unusual circumstances.
4. Jacking is the preferred method of installation in or immediately adjacent to and at grade crossing scheduled for rebuilding. The sleeve may be installed by the open cut method within seven (7) calendar days of the scheduled date of the crossing reconstruction. In the case of any open cut, strict adherence shall be made to the backfill specifications which provide the MBTA with written certification from a testing lab or Professional Engineer, that the backfill density requirements of the MBTA specifications have been met or exceeded.

B. Not within a Public Way:

The preferred method of crossing the railroad is by jacking of a pipe sleeve under the railroad. Only upon written request, will an alternate of open cut be given consideration. The engineering decision shall be based upon, but not limited to, the following: (1) track usage, (2) depth of cut, (3) soil conditions, (4) physical restraints. In the event an open cut is allowed, the following items shall be adhered to, and (5) any other circumstances which may necessitate an open cut.

1. The installation is to be a continuous operation and performed according to an MBTA approved schedule.
2. No work shall be done without a Railroad Company(s) Inspector present.
3. MBTA backfill specifications by the Owner or its Contractor.
4. The Owner or its Contractor may be required to provide a non-refundable lump sum payment for "after the fact maintenance." The determination of this amount is based on the individual situation. No work will be allowed until this payment is received. This payment is not to be confused with payments for Drawings and specification review, flagging, inspection, etc. (also required from the Owner or its Contractor before they enter upon MBTA property.)

4.02 GENERAL REQUIREMENTS

- A. Pipelines under or across MBTA tracks on rights-of-way shall be encased in a larger pipe or conduit called the casing pipe as indicated in Plate II.
- B. Casing pipe will be required for all pipelines carrying oil, gas, petroleum products, or other flammable, highly volatile substances which, from their nature or pressure, might cause damage if escaping on or near MBTA Railroad Property.
- C. For non-pressure sewer or drainage crossings where the installation can be made without interference to railroad operations, the casing pipe may be omitted when the pipe strength is capable of withstanding railroad loading. This type of installation must be approved by the Director of Engineering for MBTA Railroad Operations.
- D. The casing pipe shall be laid across the entire width of the right-of-way. Casing pipe shall extend beyond the right-of-way when the right-of-way line on either side of the tracks is less than the minimum length of casing specified in Section 6, Para. 6.01(E).
- E. Pipelines laid longitudinally on railroad right-of-way shall be located in accordance with Plate III. If located within 25 feet of the closest rail of any track or closer than 45 feet to nearest point of any bridge, building or other structure, the carrier pipe shall be encased.
- F. Where practicable, pipelines shall be located to cross the tracks at approximate right angles, but preferably at not less than 45 degrees.
- G. Pipelines shall not be placed within a culvert, under railroad bridges, or closer than 45 feet to any portion of a railroad bridge, building, or other structure, except in special cases, and then by special design, as approved by the Director of Engineering for MBTA Railroad Operations.
- H. Pipelines carrying liquefied petroleum gas shall, where practicable, cross the railroad where tracks are carried on embankment.
- I. Any replacement or modification of an existing carrier pipe and/or casing shall be considered a new installation, subject to the requirements of these Specifications.
- J. Where laws or orders of public authority prescribe a higher degree of protection than specified herein, the higher degree so prescribed shall be deemed a part of these Specifications.

- K. Pipelines and casings shall be suitably insulated from underground conduits carrying electric wires on MBTA Railroad Property.

4.03 INSPECTION AND TESTING

For pipelines carrying flammable or hazardous materials, ANSI Codes B 31.8 and B 31.4, current at time of constructing the pipeline, shall govern the inspection and testing of the facility on MBTA Railroad Property, except that proof-testing of strength of carrier pipe shall be in accordance with the requirements of ANSI Code B 31.4, as applicable, for all pipelines carrying all liquefied petroleum gas, natural or manufactured gas, and other flammable substances.

4.04 CATHODIC PROTECTION

- A. Cathodic protection shall be applied to all pipelines and casings carrying flammable substances.
- B. Where casing and/or carrier pipe is cathodically protected by other than anodes, the Director of Engineering for MBTA Railroad Operations shall be notified and suitable testing shall be made. This testing shall be witnessed by the Railroad Company(s) to insure that other railroad structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of Reports of Correlating Committee on Cathodic Protection, current issue by the National Association of Corrosion Engineers.

4.05 SOIL INVESTIGATIONS

- A. Soil borings (or other soil investigations approved by the Railroad Company(s)) will be performed to determine the nature of the underlying material for all pipe crossings under tracks. See Test Boring Specifications.
- B. Borings shall be made on each side of the tracks, on the centerline of the pipe crossing, and as close to the tracks as practicable.
- C. Soil borings shall be in accordance with the current issue of the American Railway Engineering Association Specifications, Chapter 1, Part 1, "Specifications for Test Borings". Soils shall be investigated by the split-spoon and/or thin-walled tube method and rock shall be investigated by the Boring method specified therein.
- D. Soil boring logs shall clearly indicate all of the following:
 - 1. Boring number as shown on boring location Drawing.

2. Elevation of ground at boring, using same datum as the pipeline Construction Drawings.
 3. Description or soil classification of soils and rock encountered.
 4. Elevations or depth from surface for each change in strata.
 5. Identification of where samples were taken and percentage of recovery.
 6. Location of ground water at time of sampling and, if available, subsequent readings.
 7. Natural dry density in lbs./sq.ft. for all strata.
 8. Unconfined compressive strength in tons/sq.ft., for all strata.
 9. Water content (percent). Liquid limit (percent) and plastic limit (percent).
 10. Standard penetration in blows/ft.
- E. The location of the carrier pipe and casing shall be superimposed on the boring logs before submission to the Director of Engineering for MBTA Railroad Operations.
- F. Soil investigation by auger, wash, or rotary drilling method is not acceptable.
- G. Soil boring logs shall be accompanied by a Drawing drawn to scale showing location of borings in relation to the tracks and the proposed pipe location, the elevation of around surface at each boring, and the elevation of the base of rail of the tracks.

4.06 GROUND STABILIZATION

Soil stabilization shall take place prior to the start of jacking. Stabilization shall be achieved by dewatering, grouting or a combination of both to maintain the stability of the face of the heading.

- A. The Owner or its Contractor shall lower and maintain the ground water level a minimum of two (2) feet below the invert at all times during construction by well points, vacuum well points, or deep wells to prevent inflow of water and/or soil into the heading. Ground water observation wells shall be installed in the area to be dewatered to demonstrate that the dewatering requirements are being complied with.
- B. The grouting Contractor shall be a specialist in the field with a minimum

of five (5) continuous years of successfully grouting soils. All granular soils (silty sands, sand or sand and gravel) shall be stabilized by injection of a cement or chemical grout from the ground surface or from the pipe heading. The stabilization shall extend as far as necessary outside the periphery of the casing pipe in order to maintain a stable face at the heading.

- C. Railroad Company(s) forces will survey the crossing prior to, during and after construction. If it is necessary to align or surface the tracks as a result of construction, the Railroad Company(s) will perform the work at the expense of the Owner or the Owner's Contractor.

4.07 SUPPORT OF TRACKS

- A. When jacking, boring, or tunneling, temporary track support structures shall be installed. The track support structures shall be provided by the Applicant and installed by the Railroad Company(s) at the Applicant's expense. The Contractors proposed type of temporary track support structures shall be subject to the approval of the Railroad Company(s)
- B. All work involving rail, signals, ties and other track material will be performed by the Railroad Company(s) at the Applicant's expense.
- C. The Applicant shall deliver the track support structures to a site approved by the Railroad Company(s). Provisions for unloading shall be provided by the Applicant at no expense to the Railroad Company(s) and the Applicant shall provide the necessary labor to handle the material for pre-installation inventory.

4.08 GEOTECHNICAL MONITORING

THE FOLLOWING SPECIFICATIONS ARE REQUIRED FOR ALL PIPE JACKING OPERATIONS.

- A. Jacking shall be performed on a continuous basis, 24 hours per day, and 7 days per week.
- B. The monitoring points shall be set up one week before the jacking operation begins. The MBTA and Railroad Company(s) shall be notified. Elevation readings shall begin two days prior to the start of jacking and continue for a minimum of two weeks after the completion of the jacking operation. Initial readings immediately after any surfacing operations shall serve as new baseline figures. All future elevation readings shall be compared to the adjusted baseline. If the

track deviates to a condition not acceptable to the MBTA or Railroad Company(s), corrections shall be made at the proponent's expense.

- C. Elevation readings shall be taken from the top rail of each track.
- D. Elevation readings shall be taken every four hours or two times per shift, i.e., six times per day. The readings shall be faxed to the MBTA and Railroad Company(s) on a daily basis and all information is to be presented in legible print. Additional readings may be required by the MBTA or Railroad Company(s).
- E. Stations shall be spaced at 15-1/2 foot intervals. The number of stations required shall be determined by the depth of the pipe. There shall be a minimum of two stations on either side of the centerline jacking. Additional stations may be required at the discretion of the MBTA or Railroad Company(s),
- F. Elevation readings must show the date, time, weather conditions and temperature. Each reading must also provide the following information: track number, compass direction, station number, base elevation (with date), static elevation, change in elevation (recorded in hundredths and in inches), dynamic reading and total deflection in inches. See sample sheet attached.
- G. Station "0" shall be located at the centerline of the pipe jacking with Stations 1 and being to the right and Stations -1 and -2 being to the left when standing in the gauge of the near track and looking at the receiving pit. In multiple track areas the stations as determined herein are to be carried across each track perpendicular to the near track.
- H. Elevation readings taken from the top of the rail for static measurement and the dynamic readings shall be combined and the sum compared to the adjusted baseline. This reading will demonstrate the difference in elevation caused by the jacking operation.
- I. The MBTA requires that the truck be maintained at all times within established criteria for the specific track classification. At the completion of the project the requirement for tamping and realigning the tracks, caused by the settlement from the construction activity, remains with the Contractor for the duration as specified by the MBTA in their initial review of the work plans. This tamping and track realignment will be performed by the MBTA or Railroad Company(s) at the sole expense of the Contractor.

4.09 PIPELINES ON BRIDGES

- A. Pipelines carrying flammable or non-flammable substances which by their nature might cause damage if escaping on or near railroad facilities or personnel shall not be installed on bridges over railroad tracks or bridges carting railroad tracks.
- B. The Director of Engineering for MBTA Railroad Operations may approve such an installation when it is demonstrated that no practicable alternative is available.
- C. When allowed by the Director of Engineering for MBTA Railroad Operations, pipelines on bridges shall be located in a way to minimize the possibility of damage from vehicles, railroad equipment, vandalism and other external causes. Pipelines on bridges may be installed in a utility bay that is constructed between the girders of the bridge. The utility bay shall be protected from the environment by a removable shield bolted to the girders. This will allow utility companies to comply with the Code of Federal Regulations for Periodic Inspection.
- D. In the event of pipe relocation due to the reconstruction of a bridge, the installation of the new pipe must comply with the requirements in these Specifications.

4.10 BONDING AND GROUNDING OF PIPELINES IN ELECTRIFIED TERRITORY

- A. Carrier pipe shall be enclosed in a metal casing that is isolated from carrier pipe by approved insulators having a dielectric value of not less than 25 kV that provide an air gap between carrier pipe and casing of not less than 2 inches.
- B. Carrier pipe supporting hangers, mountings or cradles shall provide an insulation value of not less than 25 kV and an air gap of not less than 2 inches between casing and any portion of mounting assembly.
- C. Any grounding or isolation methods used must have a minimum dielectric of 25,000 volts.

4.11 ABANDONED PIPELINES OR FACILITIES

- A. For all pipeline occupations on the railroad right-of-way, the owner of the pipeline shall notify the MBTA, in writing, of the intention to abandon the pipeline. Upon abandonment the carrier pipe shall be removed and the casing shall be filled with cement grout, compacted sand or other material approved by the Director of Engineering for

MBTA Railroad Operations. If it is impractical to remove the carrier pipe, then the carrier must be filled along with the annular space between the casing and carrier.

- B. Facilities other than pipelines shall be removed or altered at abandonment to the satisfaction of the Director of Engineering for MBTA Railroad Operations.

4.12 DRAINAGE

- A. Occupancies shall be designed, and constructed, so that adequate and uninterrupted drainage of railroad right-of-way is maintained. If it becomes necessary to block a ditch, pipe or other drainage facility, the applicant shall install temporary pipes, ditches or other drainage facilities as required to maintain adequate drainage, as approved by the MBTA or Railroad Company(s). Upon completion of the work, the temporary drainage facilities shall be removed and the permanent facilities restored.
- B. Water may not be pumped or disposed of onto railroad rights-of-way unless discharged into an existing drainage facility, providing discharge does not cause erosion or leave sediment.
- C. When water runoff is disposed of onto MBTA Railroad Property, it must be demonstrated to the Railroad Company(s) that the existing drainage facility can accommodate the increased runoff. Drainage calculations stamped by a Registered Professional Engineer must accompany all requests to use railroad culverts or drainage ditches.
- D. If in the estimation of the Director of Engineering for MBTA Railroad Operations or their authorized representative, the railroad culvert or drainage ditch has to be cleaned in order to allow the increased flow to safely pass through the culvert, it must be cleaned at the expense of the applicant.

SECTION 5. CARRIER PIPE

GENERAL:

5.01 DESIGN CRITERIA

- A. If the maximum allowable stress in the carrier pipe on either side of the occupancy of MBTA Railroad Property is less than specified herein, the carrier pipe on MBTA Railroad Property shall be designed at the same stress as the adjacent carrier pipe.

- B. Requirements for carrier pipe under railroad tracks shall apply for a minimum distance equal to that of the casing pipe.
- C. Carrier pipes within a casing shall be designed for railroad live loads as if they were not encased.
- D. All pipes, ditches and other structures carrying surface drainage on MBTA Railroad Property and/or crossing under railroad tracks shall be designed to carry the run-off from a one hundred (100) year storm. Computations indicating this design and suitable topographic plans, prepared by a Registered Professional Engineer, shall be submitted to the Director of Engineering for MBTA Railroad Operations, or their authorized representative, for approval. If the drainage is to discharge into an existing drainage channel on railroad right-of-way and/or under railroad tracks, the computations should include the hydraulic analysis of any existing structures. Submitted with the computations should be formal approval of the proposed design by the appropriate governmental agency.

PRODUCTS:

5.02 GENERAL

- A. All pipes shall be designed for the external and internal loads to which they will be subjected. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad live loading shall be Cooper's E-80 with 50% added for impact. On railroad right-of-way or where railroad loading will be experienced, the following shall be the minimum requirements for carrier pipes:
 - 1. Reinforced concrete pipe - ASTM Spec. C-76, Class V, Wall C.
 - 2. Ductile Iron Pipe - For Culverts and Gravity Sewers - ASTM Spec, A-142 Extra Heavy.

5.03 OIL AND GAS PIPES

- A. Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current ANSI B 31.4, with Addenda, "Liquefied Petroleum Transportation Piping Systems," ANSI B 31.8, "Gas Transmission and Distribution Piping Systems," and other applicable ANSI codes, except that the minimum allowable stresses for the design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by the longitudinal joint factor) of the pipe as defined in the ANSI Codes:

1. Steel pipe within a casing under, across and longitudinally on MBTA Railroad Property. (The following percentages apply to hoop stress):
 - a. Seventy-two percent for installation on oil pipelines.
 - b. Fifty percent for pipelines carrying liquefied petroleum gas and other flammable Liquids with low flash point.
 - c. Sixty percent for installations on gas pipelines.
 2. Steel pipe without a casing laid longitudinally on MBTA Railroad Property. (The following percentages apply to hoop stress):
 - a. Sixty percent for installations on oil pipelines.
 - b. Forty percent for pipelines carrying liquefied petroleum gas and other flammable Liquids with low flash point.
 - c. Forty percent for installations on gas pipelines.
- B. Design computations showing compliance with the requirements of Paragraph 5.03(A) above, and prepared by a Registered Professional Engineer, shall accompany the application for occupancy.
- 5.04 CAST IRON PIPE: For water and other materials under pressure shall conform to the current ANSI specifications A-21 Series 21/45 Iron strength with plain end, compression type or mechanical joints. The strength to sustain external railroad and other loadings shall be computed in accordance with the current ANSI A-21.1 "Thickness Design of Cast Iron Pipe."
- 5.05 VITRIFIED CLAY PIPE: ASTM Spec C-700, Extra Strength.
- 5.06 CORRUGATED METAL PIPE: AREA Spec Chapter I, Part 4
- 5.07 ASBESTOS CEMENT PIPE (Non-pressure): ASTM Spec. C-428, C1. 5000 Min. Pressure: AWWA Spec. C400, C1. 150 Min.
- 5.08 OTHER: Other miscellaneous piping not specified above shall be submitted to approval by the Director of Engineering for MBTA Railroad Operations.
- 5.09 SHUT-OFF VALVE
- A. Provide accessible emergency shut-off valves at each side of the railroad within distances and at locations as directed by the Chief Engineering Officer.

- B. Where pipelines are provided with automatic control stations and within distances approved by the Director of Engineering for MBTA Railroad Operations, no additional valves will be required.

5.10 SIGNS

- A. Prominently identify all pipelines at rights-of-way by durable, weatherproof signs located over the centerline of the pipe. Mark pipelines at under crossings on both sides of track. Signs shall display the following:
 - 1. Name and address of pipeline Owner.
 - 2. Contents of Pipe.
 - 3. Pressure in Pipe.
 - 4. Depth below grade at point of sign.
 - 5. Emergency telephone in event of pipe rupture.
 - 6. Railroad File Number.
- B. For pipelines running longitudinally on MBTA Railroad Property, place signs over the pipe (or offset and appropriately mark) at all changes in direction the pipeline. Locate signs so that when standing at one sign, the next adjacent marker in either direction is visible. In no event shall pipeline identification signs be placed more than 500 feet apart, unless otherwise directed by the Director of Engineering for MBTA Railroad Operations.
- C. Submit details of signs (materials, size, methods of support, etc.) to the Director of Engineering for MBTA Railroad Operations for approval.

EXECUTION:

5.11 INSTALLATION:

- A. Install carrier pipes in accordance with approved Construction Drawings, requirements of this specification, and all applicable codes and ordinances.
- B. Install carrier pipes with sufficient slack so they are not in tension.

SECTION 6. CASING PIPE

GENERAL:

6.01 DESIGN CRITERIA

- A. Casing pipe and joints shall be of metal and of leak-proof construction.
- B. Casing pipe shall be designed for the earth and/or other pressures present, and for railroad live load. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad Live load shall be Cooper E-80 with 50g added for impact.
- C. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing or the roadbed. For carrier pipe less than six (6) inches in diameter, the inside diameter of the casing pipe shall be at least two (2) inches greater than the largest outside diameter of the carrier pipe joints or couplings. For carrier pipe six (6) inches and over in diameter, the inside diameter of the carrier pipe shall be at least four (4) inches greater than the largest outside diameter of the carrier pipe joints or couplings.
- D. For flexible casing pipe, a minimum vertical deflection of 3 percent of its diameter, plus 1/2 inch, shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of the flexible casing pipe shall be at least two (2) inches greater than the outside diameter of the carrier pipe for pipe less than eight (8) inches in diameter; at least 3-1/4 inches greater for pipe 8 to 16 inches in diameter, and at least 4-1/2 inches greater for pipe 18 inches and over in diameter. In no event shall the casing pipe diameter be greater than is necessary to permit the insertion of the carrier pipe.
- E. Casing pipe under railroad tracks and across MBTA Railroad Property shall extend the greater of the following distances, measured at right angles to centerline of track:
 - 1. Across the entire width of MBTA Railroad Property.
 - 2. Two (2) feet beyond ditch line.
 - 3. Three (3) feet beyond toe of slope.
 - 4. A minimum distance of 25 feet each side from centerline of outside track when casing is sealed at both ends.
 - 5. A minimum distance of 45 feet from centerline of outside track when casing is open at both ends.

F. If additional tracks are constructed in the future, the casing shall be extended at the expense of the Applicant.

G. Table of Live Loads

LIVE LOADS, INCLUDING IMPACT, FOR VARIOUS HEIGHTS OF COVER
FOR COOPER E- 80

COVER (FT)	LOAD (PSF)	COVER (FT)	LOAD (PSF)	COVER (FT)	LOAD (PSF)
2	3800	10	1100	20	300
5	2400	12	800	30	100
8	1600	15	600		

6.02 PROTECTION AT ENDS OF CASING

- A. Casings for carriers of flammable substances shall be sealed to the outside of the carrier pipe. Details of seals shall be shown on the Drawings.
- B. Casings for carriers of non-flammable substances shall have both ends of the casing blocked in such a way as to prevent the entrance of foreign material, but allowing leakage to pass in the event of a carrier break.
- C. Where ends of casing are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from railroad tracks and structures.

6.03 VENTS

- A. Sealed casings for flammable substances shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than two (2) inches in diameter, and shall be attached near each end of the casing and project through the ground surface at right-of-way lines or not less than 45 feet (measured at right angles from centerline of nearest track).
- B. Vent pipes shall extend at least four (4) feet above the ground surface. Top of vent pipe shall have a down-turned elbow, properly screened, or a relief valve. Vents in locations subject to high water shall be extended above the maximum elevation of high water and shall be supported and protected in a manner approved by the Director of Engineering for MBTA Railroad Operations.
- C. Vent pipes shall be at least four (4) feet from the closest aerial electric

wires.

- D. When the pipeline is in a public highway, street-type vents shall be installed.

PRODUCTS:

6.04 STEEL PIPE

The minimum yield strength for steel pipe shall be 35,000psi. Smooth wall pipes with a nominal diameter greater than 70 inches require special approval by the Director of Engineering for MBTA Railroad Operations. See Plate V, "Table of Minimal Wall Thickness for Steel Casing Pipe."

6.05 CAST IRON PIPE

May be used for a casing, provided the method of installation is by open trench. Cast iron pipe shall conform to ASTM Specification A-142, Extra Heavy. The pipe shall be of the mechanical joint type or plain end type with compression type couplings.

6.06 CORRUGATED METAL PIPE AND CORRUGATED STRUCTURAL PLATE PIPE

May be used for casing only when emplaced by the open-cut method. Jacking or boring through railroad embankment is not permitted. Pipe shall be bituminous coated and shall conform to AREA Specifications Chapter 1, Part 4.

6.07 REINFORCED CONCRETE PIPE

Shall conform to ASTM Specification C 76, Class V, Wall C. It shall be used only in the open cut and jacking methods of installation. If concrete pipe is to be jacked into place, grout holes tapped for at least 1-1/2 inch pipe spaced at approximately 8 feet around the circumference and approximately 4 feet longitudinally shall be cast into the pipe at manufacture. Immediately upon completion of jacking operations, the installation shall be pressure grouted.

6.08 TUNNEL LINER PLATES

Shall be four flange and otherwise conform to American Railway Engineering Association Specifications Chapter 1, Part 4. In no event shall the liner plate thickness be less than 0.1046 inches. Tunnel liner plates are to be used only to maintain a tunneled opening until the carrier pipe is installed. After installation the annular space between the carrier and liner must be filled

with 1:6 cement grout or lined with 6 inches of concrete, reinforced with 6x6-6/6 wire mesh for tunnels up to 108 inches in diameter. Required thickness of lining for larger tunnels shall be determined by span and structural analysis. Manufacturer's Shop Detail Drawings and manufactures computations showing the ability of the tunnel liner plates to resist the jacking stresses shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval.

EXECUTION:

6.09 DEPTH OF INSTALLATION:

- A. Casing pipe under railroad tracks and across MBTA Railroad Property shall be at least 6-1/2 feet from top of rail to top of casing at its closest point. Under secondary or industrial tracks this distance shall be at least 5-1/2 feet. On other portions of MBTA Railroad Property where casing is not directly beneath any track, the depth from ground surface or from bottom of ditches to top of casing shall be at least four (4) feet, unless otherwise specified herein.
- B. Pipelines laid longitudinally on MBTA Railroad Property 50 feet or less from centerline of track shall be buried not less than five (5) feet from ground surface to top of pipe. This applies to all pipelines carrying oil, gas, petroleum products, or other flammable or highly volatile substances under pressure, and all non-flammable substances which by their nature or presence in the judgment of the Director of Engineering for MBTA Railroad Operations may be hazardous to life or property. For pipelines carrying water, sewage and non-flammable substances, the distance from surface of ground to top of pipe shall not be less than four (4) feet.
- C. Pipelines located within the line of track live load influence (as shown on Plates II and III) are subject to railroad loading and require a casing or are to be of special design approved by the Director of Engineering for MBTA Railroad Operations. All longitudinal occupation locations must be approved by the Chief Engineering Officer.
- D. The minimum cover shall be at least three (3) feet when pipeline is laid more than 50 feet from center line of track.
- E. Pipelines installed under or adjacent to any overhead structure must be a minimum of 29 feet from the bottom of the structure to the top of the casing. Such installations must comply with the above requirements.

6.10 METHOD OF INSTALLATION

- A. The Owner or its Contractor shall submit to the Director of Engineering for MBTA Railroad Operations, data and information demonstrating that the Contractor or their subcontractors have had successful previous experience in jacking, or using the proposed method of installation, in similar situations.
- B. Before any work is begun within the limits of jacking, the Owner or its Contractor shall have assembled all tools, materials, and equipment which will be required. When the Owner or its Contractor has started the jacking operation, they shall proceed in a continuous operation without stopping. This will minimize the tendency of the material to freeze around the pipe.
- C. A jacking shield shall be used and jacked ahead of the casing pipe. The excavation within the jacking pipe should not advance beyond the head of the pipe shield. If the stability at the face needs to be maintained from raveling or running soil, suitable temporary bulkheads, struts, and bracing shall be required. After completion of the sleeve installation the annular space around it shall be completely grouted with cement grout under pressure.
- D. Casing pipe ends shall be beveled with a single V-groove toe field welding. Pipe joints shall be butt welded and shall be a full penetration on the outside circumference of the pipe. The single V-groove butt weld shall conform to the latest A.W.S. Welding Code. All joints of the casing pipe shall be butt welded, by a certified welder, prior to being subject to the jacking operation.

Alternate method: The casing pipe may be jacked without being butt welded through the use of a continuous 1/2"x12" interior collar plate. The collar plate shall be welded completely upon completion of the jacking operation. All welding shall conform to the latest A.W.S. Welding Code, and shall be performed by a certified welder.

6.11 CONSTRUCTION:

- A. The casing pipe shall be constructed so as to prevent leakage of any substance from the casing throughout its length, except where the ends are left open, or through vent pipes when the ends are sealed. The casing shall be installed so as to prevent the formation of a waterway under the railroad, shall have an even bearing throughout its length, and shall slope to one end (except for longitudinal occupancy).
- B. Casing pipes shall be installed by the following methods:

1. Jacking

- a. This method shall be in accordance with the most current edition of the American Railway Engineering Association Specifications, "Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand mining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.
- b. Bracing and backstops shall be designed and jacks of sufficient rating used so that the jacking will be continuous.

2. Drilling

This method employs the use of an oil field type rock roller bit or a plate bit made up of individual roger cutter units which are welded to the pipe casing being installed and which are turned as it is advanced. The pipe is turned for its entire length from the drilling machine to the ground being drilled. A high density slurry is injected through a small supply line to the head which acts as a cutter lubricant. This slurry is injected at the rear of the cutter units to prevent any jetting action ahead of the pipe. The drilling machine runs on a set of steel rails and is advanced (thus advancing the pipe) by a set of hydraulic jacks. The method is the same whether earth or rock is being drilled. Any other drilling methods shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval.

3. Tunneling

- a. Tunneling operations shall be conducted as approved by the Railroad Company(s). Care shall be exercised in trimming the surface of the excavated section in order that the steel liner plates fit snugly against the undisturbed material. Excavation shall not be advanced ahead of the previously installed liner plates any more than is necessary for the installation of the succeeding liner plate. The vertical face of the excavation shall be supported as necessary to prevent sloughing. At any interruption of the tunneling operation, the heading shall be completely bulkheaded. Tunneling shall be conducted continuously, on a 24 hour basis until the tunnel liners extend at least one foot beyond the railroad line of influence.
- b. When tunneling, tight breasting must be maintained around the entire face. On any shutdowns (under or beyond railroad influence line, see Plate II), the entire

face shall be fully breasted and packed with hay.

- c. The tail void shall be filled with pea stone (or other approved material) simultaneously with each advancement of the shield.
- d. An ample supply of hay and/or sandbags must be kept at the site to fill any voids caused by the removal of large stones or other obstructions extending outside the shield.
- e. A uniform mixture of 1:6 cement grout shall be placed under pressure behind the liner plates, in addition to the previously placed pea stone. Grout holes, tapped for at least 1-1/2 inch pipe and spaced 3 feet around the tunnel liner, shall be placed in every other ring. Grouting shall start at the lowest dole and proceed upwards. A threaded plug shall be installed in each grout hole as the grunting is completed at that hole.
- f. Grouting shall be kept as close to the heading as possible, using grout stops behind the liner plates. If necessary, grouting shall proceed as directed by the Railroad Company(s), but in no event shall more than six lineal feet of tunnel be progressed beyond the grouting.

4. Tunneling Shields

- a. All pipes 70 inches and larger in diameter shall be emplaced with the use of a tunneling shield, unless otherwise approved by the Director of Engineering for MBTA Railroad Operations. Pipes of smaller diameter may also require a shield when, at the sole discretion of the Director of Engineering for MBTA Railroad Operations, soil, or other conditions indicate its need.
- b. The shield shall be of steel construction, designed to support railroad track loading as specified in Paragraph 6.01 B herein, in addition to other loadings it must sustain. The advancing face shall be provided with a hood, extending no less than 20 inches beyond the face and extending around no less than the upper 240 degrees of the total circumference. Installations made with liner plates shall be provided with a full 360 degree shield. It shall be of sufficient length to permit the installation of at least one complete ring of liner plates within the shield before it is advanced for the installation of the next ring of liner plates, It shall conform to and not exceed the outside dimensions of the pipe being emplaced by more than one inch at any point in the periphery.

- c. The shield must be adequately braced and provided with necessary appurtenances for completely bulkheading the face with horizontal breastboards, and arrange so that the excavation can be benched as may be necessary. Excavation shall not be advanced beyond the edge of the hood, unless otherwise approved by the Railroad Company(s).
 - d. Manufacturer's Shop Detail Drawings and computations showing the ability of the tunnel liner plates to resist the jacking stresses shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval.
 - e. For jacking reinforced concrete pipe, the shield shall be fabricated as a special section of reinforced concrete pipe with the steel cutting edge, hood, breasting attachments, etc., cast into the pipe. The wall thickness and reinforcing shall be designed for the jacking stresses.
 - f. Grout holes tapped for no less than 1-1/2 inch pipe, spaced at approximately 3 foot centers around the circumference of the shield (or the aforementioned special reinforced concrete section) and no more than 4 foot centers longitudinally shall be provided.
 - g. Detail Drawings sufficient to determine the adequacy of the shield, accompanied with design calculations prepared by a Registered Professional Engineer, shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval and no work shall proceed until such approval is obtained.
5. Boring
- a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers, or similar devices, are used for pipe emplacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
 - b. Drawings and descriptions of the auger stop arrangement to be used shall be submitted to the Director of Engineering for MBTA Railroad Operations for approval,

and no work shall proceed until such approval is obtained and the arrangement is inspected in the field by the Railroad Company(s).

- c. The use of water or other Liquids to facilitate casing emplacement and/or spoil removal is prohibited.
 - d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8 inches in diameter which does not have the above approved arrangement WILL NOT BE PERMITTED. For pipes 8 inches and less in diameter, augering or boring without this arrangement may be considered for use only as approved by the Director of Engineering for MBTA Railroad Operations.
- C. If an obstruction is encountered during the installation which stops the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations shall cease and the pipe shall be abandoned in place and filled completely with grout, in accordance with Section 4, Paragraph 4.10.
- D. Bored or jacked installations shall have a bored hole essentially the same as the outside diameter of the pipe plus the thickness of the protective coating. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than 1 inch, grouting or other methods approved by the Railroad Company(s) shall be employed to fill such voids.
- E. Pressure grouting or freezing of the soils before or during jacking, boring, or tunneling may be required at the direction of the Railroad Company(s) to stabilize the soils, control water, prevent loss of material and prevent settlement or displacement of the embankment and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization.
- F. The materials to be used and the method of injection shall be prepared by a Registered Professional Engineer (Geotechnical), or by an experienced and qualified company specializing in this work and submitted for approval to the Railroad Company(s) before the start of work. Proof of experience and competency shall accompany the submission.
- G. When water is expected to be encountered, pumps of sufficient capacity shall be provided and maintained at the site, and continually attended on a 24-hour basis, until in the sole judgment of the Railroad Company(s), their operation can be safely halted.

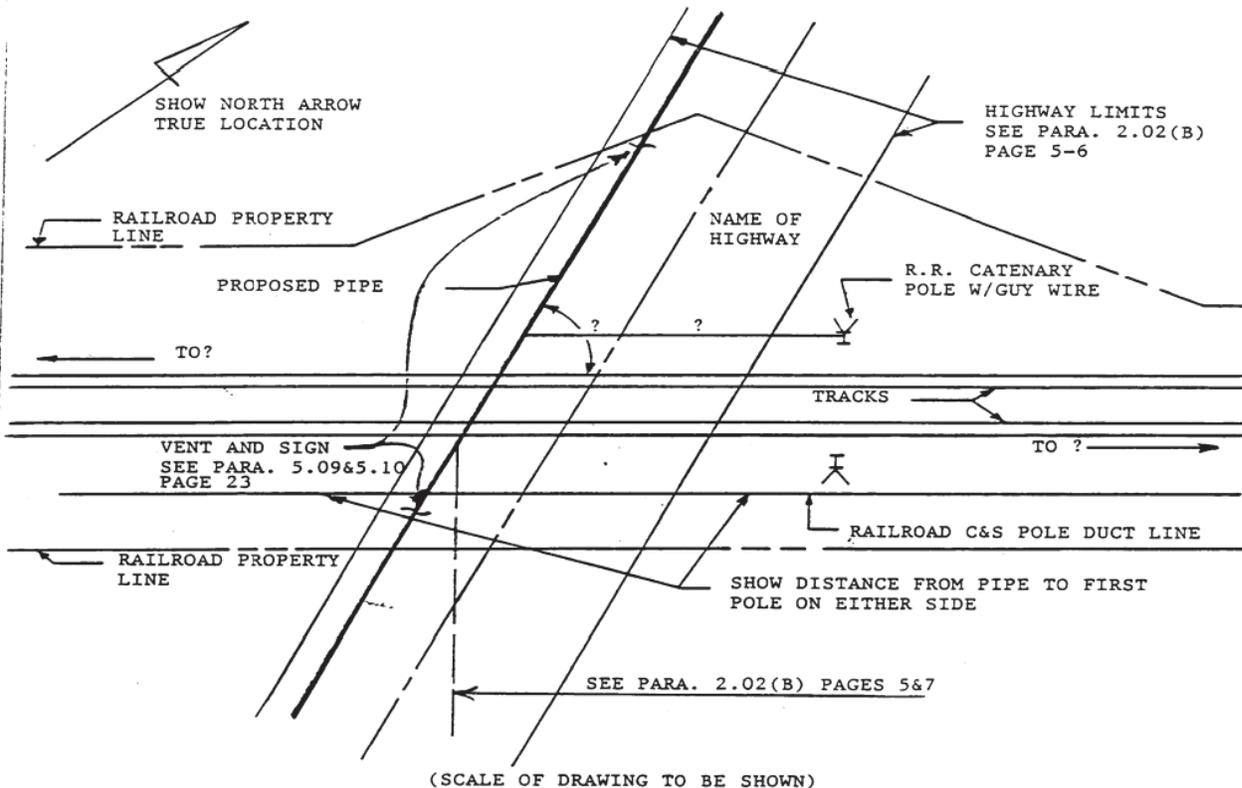
When dewatering, close observation shall be maintained to detect any settlement or displacement of railroad embankment, tracks, and facilities.

- H. Proposed methods of dewatering must be submitted to the Railroad Company(s) for approval prior to implementation. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. If in the opinion of the Railroad Company(s), there is an excessive loss of fine soil particles at any time during the dewatering process, the dewatering shall be halted immediately. The dewatering operation cannot resume until the unsatisfactory condition is remedied to the satisfaction of the Railroad Company(s).

PLATE I

PIPE CROSSING

INFORMATION TO BE SHOWN ON PLAN SECTION OF DRAWING



NOTE:

IF MANHOLES ARE PLACED ON MBTA RAILROAD PROPERTY, DETAILS OF SAME, WITH CLEARANCES TO THE CENTERLINE OF THE NEAREST TRACK ARE TO BE SHOWN ON THE DRAWINGS.

IF THE PROPOSED PIPE IS TO SERVE A NEW DEVELOPMENT, A MAP SHOWING THE AREA IN RELATION TO ESTABLISHED AREAS AND ROADS IS TO BE SENT WITH THE REQUEST.

THE PROPOSED PIPE IS NOT WHOLLY WITHIN HIGHWAY LIMITS, THE SAME INFORMATION IS REQUIRED AS SHOWN ON THIS PLATE.

PLATE II

PIPE CROSSING

INFORMATION TO BE SHOWN ON PROFILE SECTION OF DRAWING

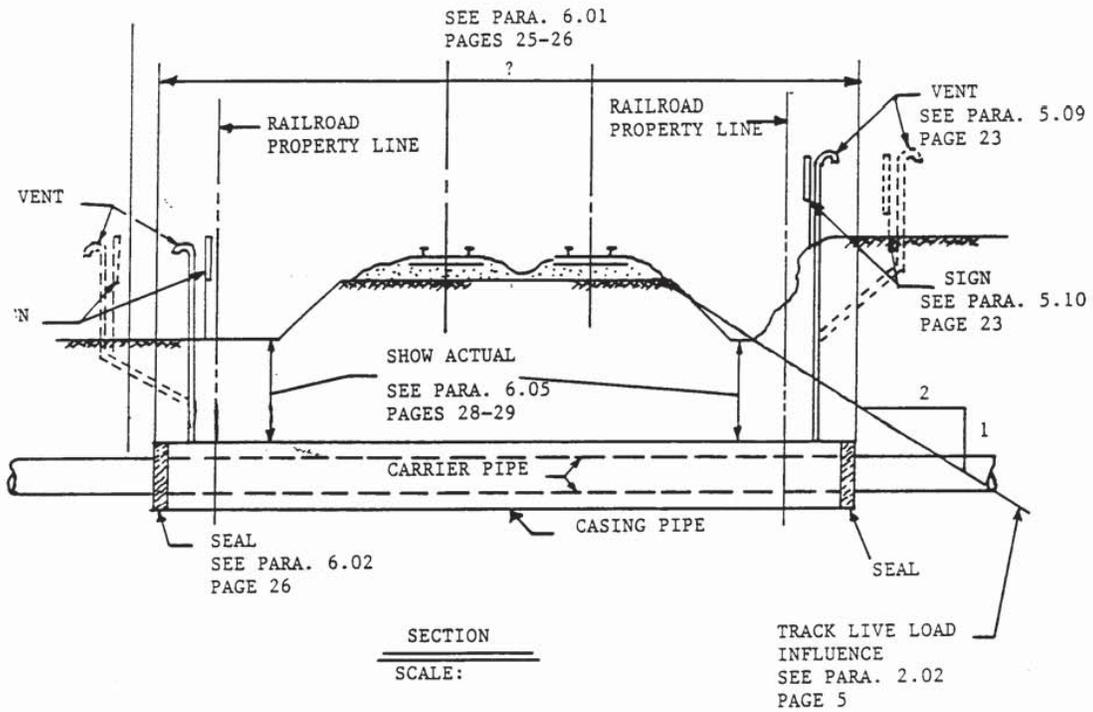
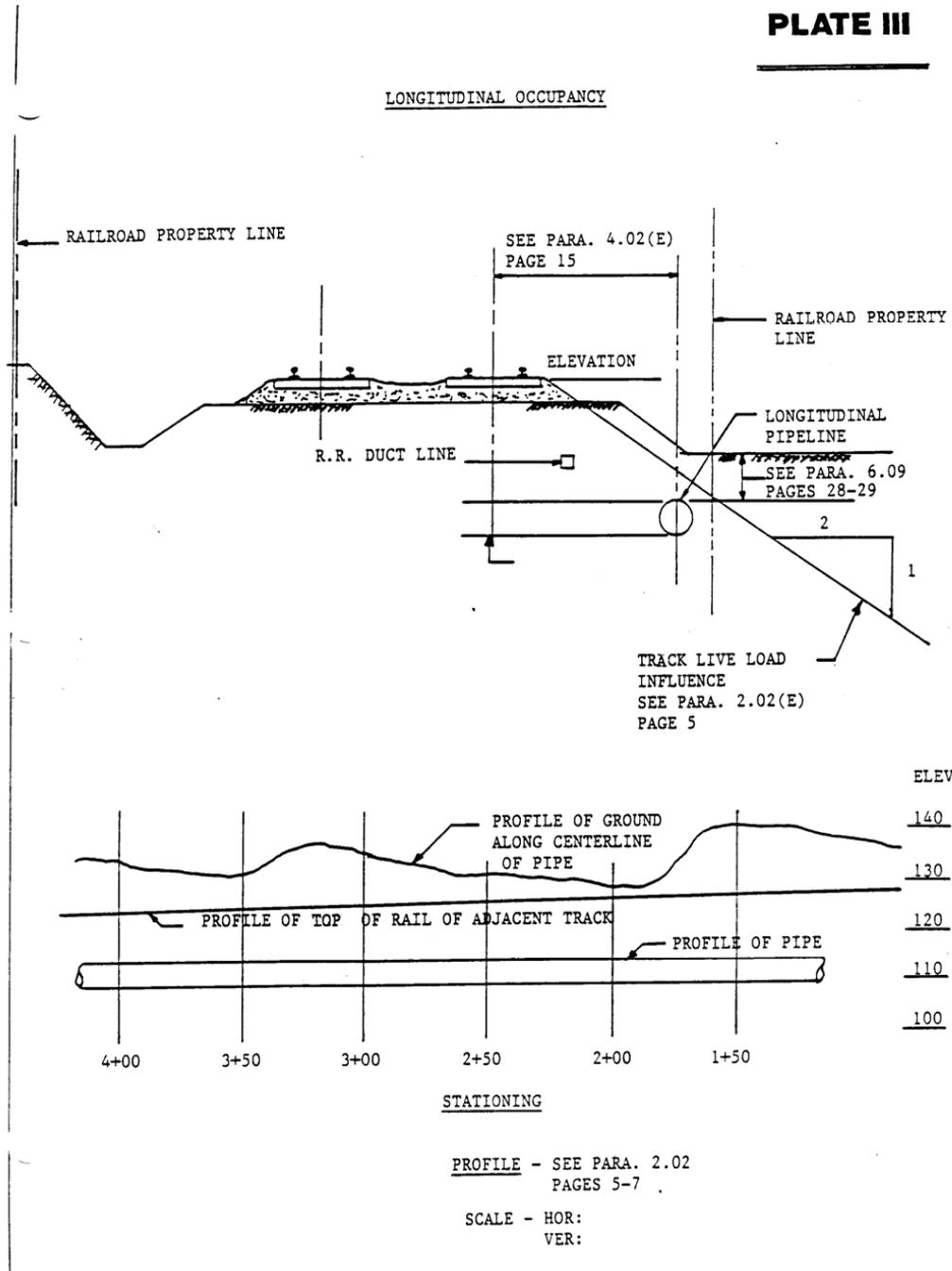


PLATE III

LONGITUDINAL OCCUPANCY



PIPE CROSSING DATA SHEET

PLATE IV

In addition to plan and profile of crossing, Drawings submitted for the Railroad Company(s) approval shall contain the following information:

	<u>Pipe Data</u>	
	<u>Carrier Pipe</u>	<u>Casing Pipe</u>
Contents To Be Handled	_____	_____
Normal Operating Pressure	_____	_____
Normal Size of Pipe	_____	_____
O.S. Diameter	_____	_____
I.S. Diameter Wall	_____	_____
Thickness Weight	_____	_____
Per Foot Material	_____	_____
Process of Manufacture	_____	_____
Specification	_____	_____
Grade or Class	_____	_____
Test Pressure	_____	_____
Type of Joint	_____	_____
Type of Coating	_____	_____
Details of Cathodic Protection	_____	_____
Details of Seal or Protection at Ends of Casing:	_____	_____
Method of Installation	_____	_____
Character of Subsurface: Material At the Crossing Location	_____	_____
Approximate Ground Water Level	_____	_____
Source of Information on Sub- surface conditions (Test Pits, Borings or Other)	_____	_____

NOTE: Any soil investigation made on MBTA Railroad Property, or adjacent to tracks shall be carried on under the supervision of the Railroad Company(s).

PLATE V

TABLE OF MINIMUM WALL THICKNESS FOR STEEL CASING PIPE
(FOR INFORMATION ONLY)

PROTECTED WALL THICKNESS

PIPE SIZE (INCHES)	WALL THICKNESS (PROTECTED)
10	0.375
12	0.375
14	0.375
16	0.375
18	0.375
20	0.375
22	0.375
24	0.375
26	0.375
28	0.406
30	0.469
32	0.501
34	0.532
36	0.532
38	0.569
40	0.569
42	0.569
44	0.594
46	0.688
48	0.688
50	0.688
52	0.813
54	0.813
56	0.876
58	0.876
60	0.876
62	0.876
64	0.876
66	0.876
68	0.876
70	0.906

NOTE: - FOR UNPROTECTED PIPE 26" AND UNDER ADD 0.032" TO PROTECTED WALL THICKNESS. FOR UNPROTECTED PIPE 28" AND OVER, ADD 0.063" TO PROTECTED WALL THICKNESS.



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RAILROAD OPERATIONS DIRECTORATE

V

SPECIFICATIONS FOR WIRE CONDUIT AND CABLE
OCCUPATIONS

SECTION 1. SCOPE

- 1.01 These specifications apply to the design of electric transmission wires and cables (power and communication) which are to be located over, under, across or upon property, facilities, and tracks owned by the MBTA.

SECTION 2. LICENSE TO ENTER MBTA RAILROAD PROPERTY

- 2.01 Individuals, corporations, or municipalities desiring wire or cable occupations must agree, upon approval of the construction details by the Director of Engineering for MBTA Railroad Operations, to execute an appropriate occupational agreement and pay any required fees and/or rentals outlined therein.

- 2.02 Application for an occupancy shall be submitted in writing to:

AGM for Real Estate and Asset Development
MBTA, 10 Park Plaza
Boston, Massachusetts 02116

See "Guidelines and Procedures for Construction on MBTA Railroad Property."

- 2.03 All applications shall be accompanied with six (6) copies of all Construction Drawings, specifications and computations concerning the proposed occupancy.

SECTION 3. APPROVAL OF DRAWINGS

- 3.01 Entry upon MBTA Railroad Property for the purpose of conducting surveys, field inspections, obtaining soil information, or any other purpose associated with the design and engineering of the proposed occupancy will be permitted only with a proper entry permit prepared by the MBTA Real Estate Department. The issuance of such a permit does not constitute authority to proceed with the actual construction. Construction cannot begin until the proper insurance certificate is received and a formal agreement is executed by the MBTA and permission is received by the Railroad Company(s).

- 3.02 Drawings shall be drawn to scale and show the following: (See attached plates I -VI)

- A. Plan view of crossing or occupation in relation to all Railroad Company(s) facilities. (See Plate 1)
- B. Location of wire or cane (in feet) from nearest railroad mile post, center line of a railroad bridge (giving bridge number), or center line of a passenger station. In all cases, the name of the County and City or

Town in which the proposed facilities are located must be shown.

- C. Profile of ground on center line of pole or tower line, showing clearances between top of rail and bottom of sag, as well as clearances from bottom wire or cable to top wire or cable of the MBTA's transmission, signal and communication lines and catenary. If none of these facilities are in existence at the point of crossing, the plan should so indicate. Actual under-clearances are to be shown. (See Plate V for the required clearances).
- D. Show all known property lines. If wires, cables or conduits are within public highway limits, such limits should be clearly indicated with dimensions from center line.
- E. The Drawing must be specific as to:
 - 1. Base diameter, height, class and bury of poles. Poles shall be set no closer than 13' 6" from face of pole to center line of nearest track. When necessary, however, each location will be analyzed by the MBTA to consider speed, traffic, access, etc.
 - 2. Number, size and material of power wires, as well as number of pairs in communication cables.
 - 3. Nominal voltage of line, type of current and frequency.
 - 4. Number, location, size and material of anchors and all guying for poles and arms.

NOTE: Double cross-arms are required on poles adjacent to track. Any tower designs must be accompanied by engineering computations and data.

SECTION 4. CONSTRUCTION REQUIREMENTS

- 4.01 Power and communication lines shall be constructed in accordance with "Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines, National Electrical Safety Code Handbook, Part 2" (current issue), with the following exceptions:
 - A. Item 3 (c), page 2.
 - B. Casing pipes to contain power or communication wires or cables having an outside diameter of over four (4) inches shall be constructed in accordance with the current issue of MBTA Railroad Operations "Pipeline Occupancy Specifications".

SECTION 5. LONGITUDINAL OCCUPATIONS

- 5.01 Wires and cables running longitudinally along railroad right-of-way shall be

constructed as close to MBTA property lines as possible in accordance with Plate III. For electrical power lines and cables with voltages of 34,500 or over and communication canes containing over 180 pairs, the following information must be submitted in addition to the detail of the pole top configuration as called for on Plate IV of these specifications:

- A. Voltage of circuit(s) or number of pairs. B. Phase of electrical circuit(s).
 - B. Number of electrical circuits.
 - C. Size (AWG or CM) and material of wires and cables.
- 5.02 Any facilities overhanging MBTA Railroad Property must have approval of the MBTA and appropriate rental charges will be applied.

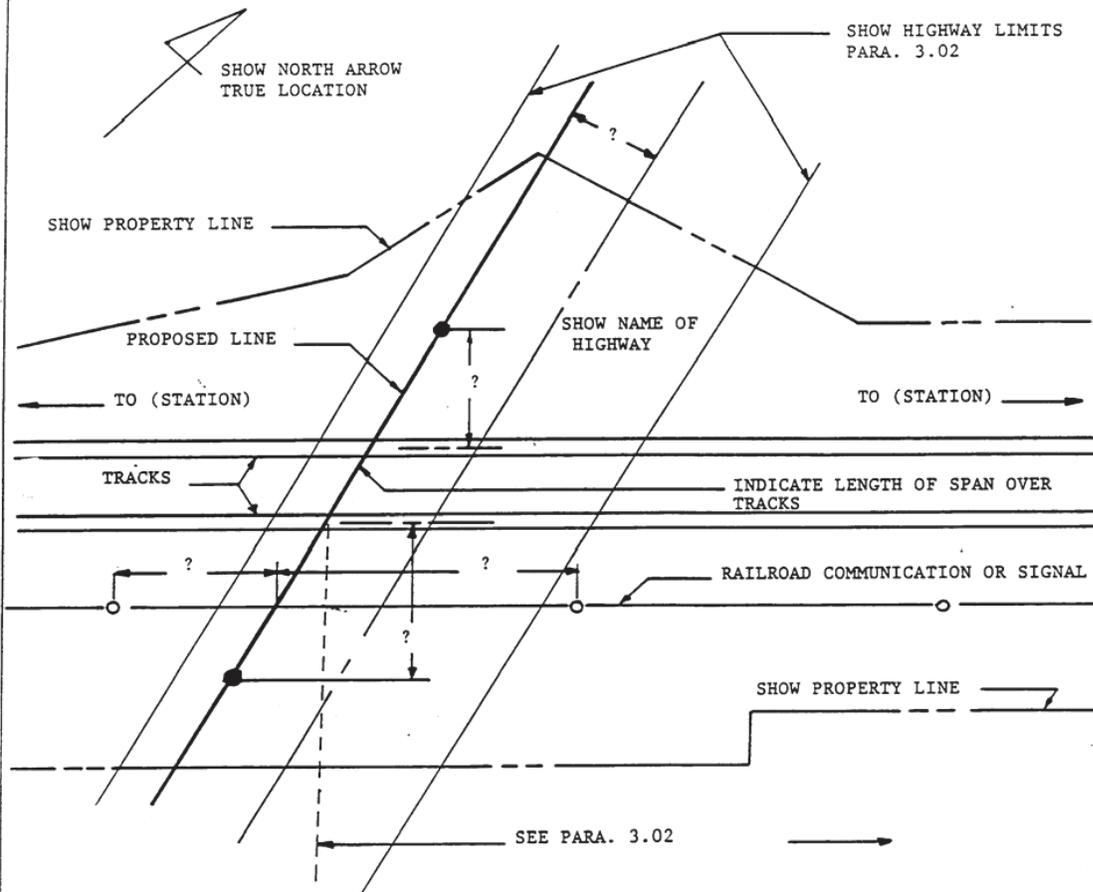
SECTION 6. INDUCTIVE INTERFERENCE

- 6.01 On agreements covering longitudinal occupations, provisions shall be included that hold the Applicant responsible to provide appropriate remedies, at their own expense, to correct any inductive interference with MBTA facilities.

PLATE I

PLAN VIEW

INFORMATION TO BE SHOWN ON PLAN SECTION OF DRAWINGS
WHEN FACILITY IS A CROSSING



SCALE OF DRAWING TO BE SHOWN

NOTE:

IF THE PROPOSED LINE IS TO SERVE A NEW DEVELOPMENT, A MAP SHOWING THE AREA IN RELATION TO ESTABLISHED AREAS AND ROADS IS TO BE SENT WITH THE REQUEST.

IF THE PROPOSED LINE IS NOT WHOLLY (OR PARTIALLY) WITHIN HIGHWAY LIMITS, THE SAME INFORMATION IS REQUIRED AS SHOWN ON THIS PLATE.

PLATE II

PIPE CROSSING

INFORMATION TO BE SHOWN ON PROFILE SECTION OF DRAWING

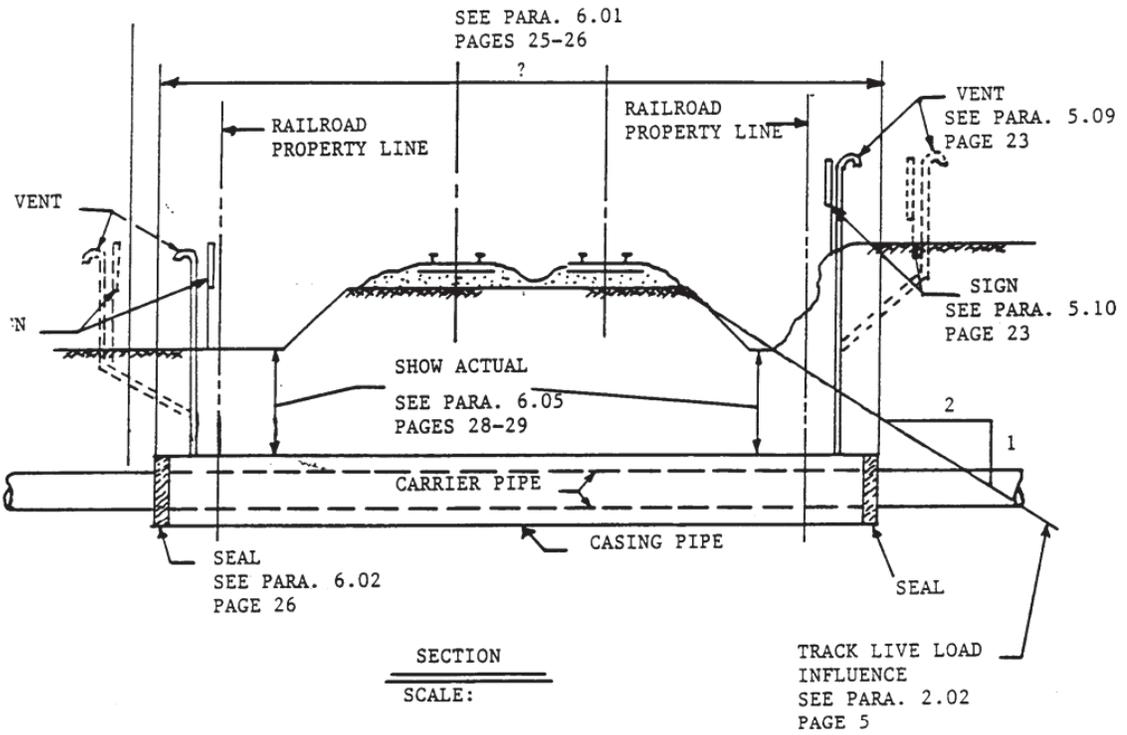
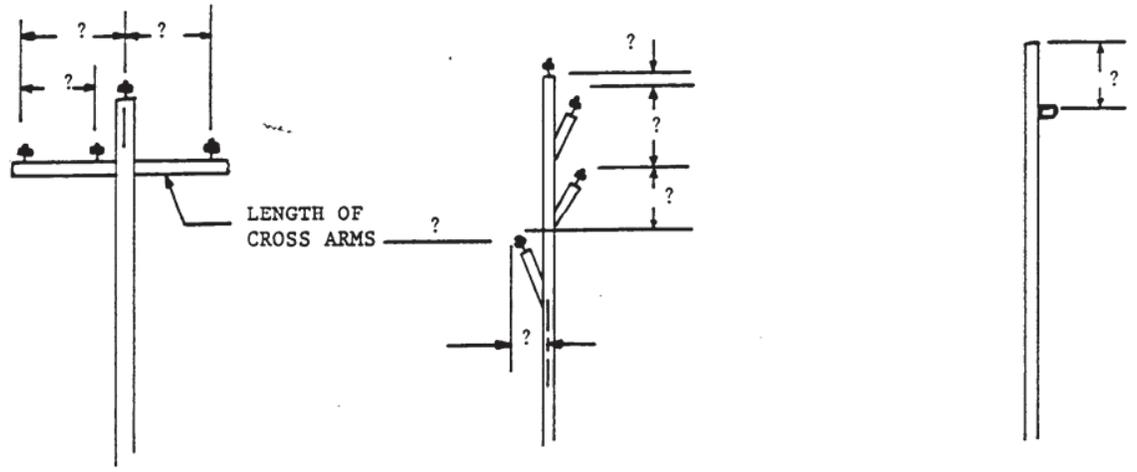
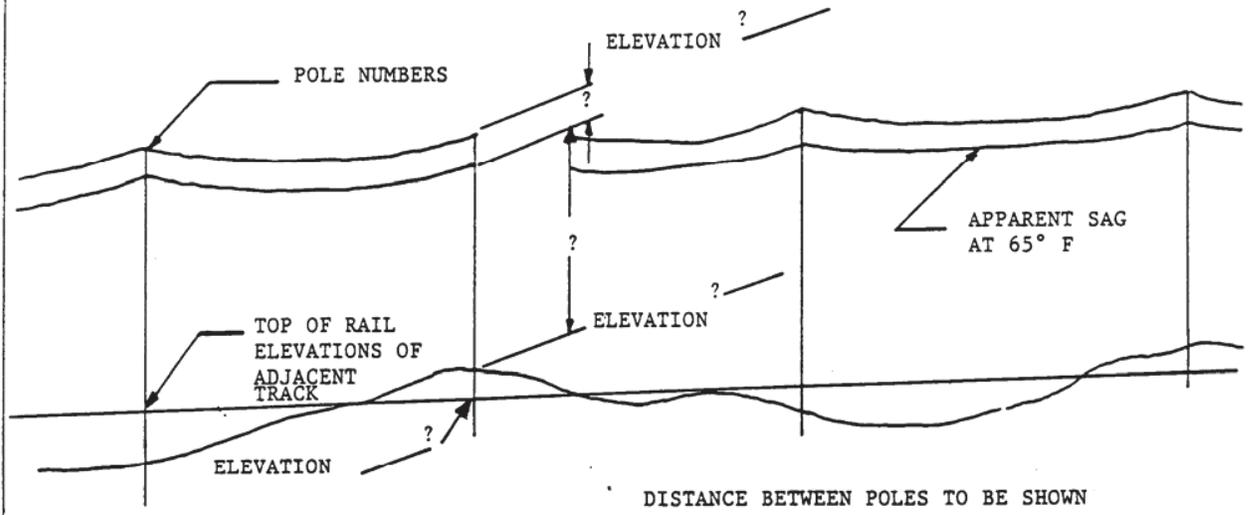


PLATE III

PROFILE VIEW

INFORMATION TO BE SHOWN ON PROFILE SECTION OF DRAWINGS
IN CASES OF LONGITUDINAL OCCUPATIONS



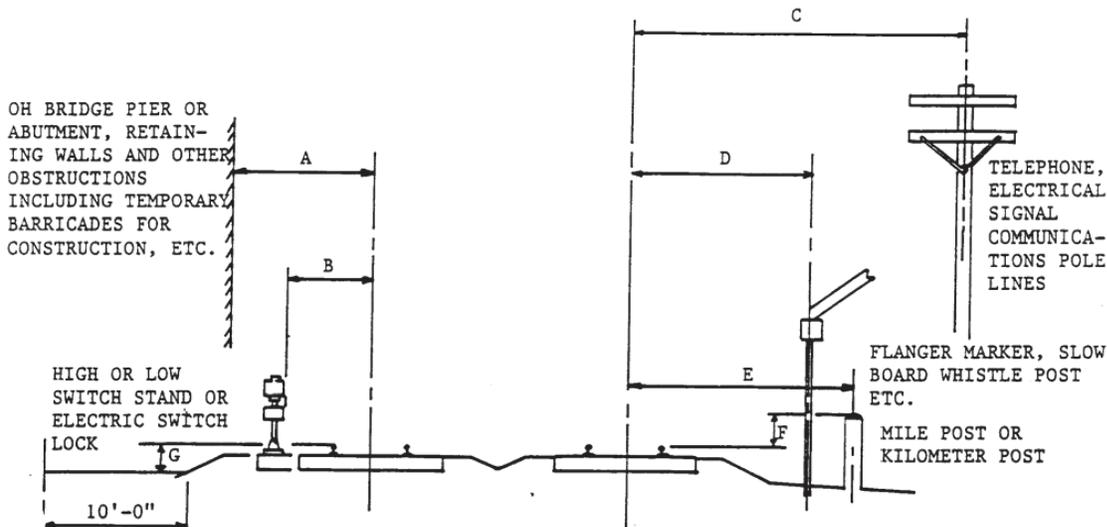
POLE TOP CONFIGURATION TO BE SHOWN SIMILAR TO SAMPLES ABOVE

NOTE: IF POWER LINE CROSSES ANY TRACK, THEN INFORMATION SHOWN ON PLATE II IS ALSO REQUIRED.

PLATE IV

STANDARD SIDE CLEARANCES - TANGENT TRACK

(FOR OBSTRUCTIONS OTHER THAN PASSENGER STATIONS)



NOTE: FOR MAINTENANCE ROAD SECTION DIMENSIONS (A) & (C) TO BE INCREASED ACCORDINGLY - DIMENSIONS (D) & (E) MAY BE REDUCED TO 8'-6" CLEARANCE.

DIMENSION	DESCRIPTION	
A	GENERAL MINIMUM SIDE CLEARANCE	8'-6"
	OVERHEAD BRIDGE PIERS & ABUTMENT, RETAINING WALLS & OTHER EXISTING STRUCTURES	8'-6"
B	LOW SWITCH STANDS (3'-0" MAX HEIGHT)	6'-6"
	HIGH SWITCH STANDS (OVER 3'-0" HEIGHT)	9'-0"
	ELECTRIC SWITCH LOCKS	6'-6"
C	POLE LINES - TELEPHONE, ELECTRIC, SIGNAL COMMUNICATIONS (MIN)	13'-6"
D	CENTERLINE WHISTLE POSTS, FLANGER MARKERS, SLOW OR SPEED BOARDS AND OTHRE WAYSIDE SIGNS	12'-0"
	AUTOMATIC HIGHWAY CROSSING PROTECTION (MIN)	8'-6"
	AUTOMATIC HIGHWAY CROSSING PROTECTION (DESIRED)	15'-0"
E	MILE POSTS - HORIZONTAL	13'-6"
F	MILE POSTS - VERTICAL	7'-0"
G	DEPRESSION OF MAINTENANCE ROAD	

PLATE V

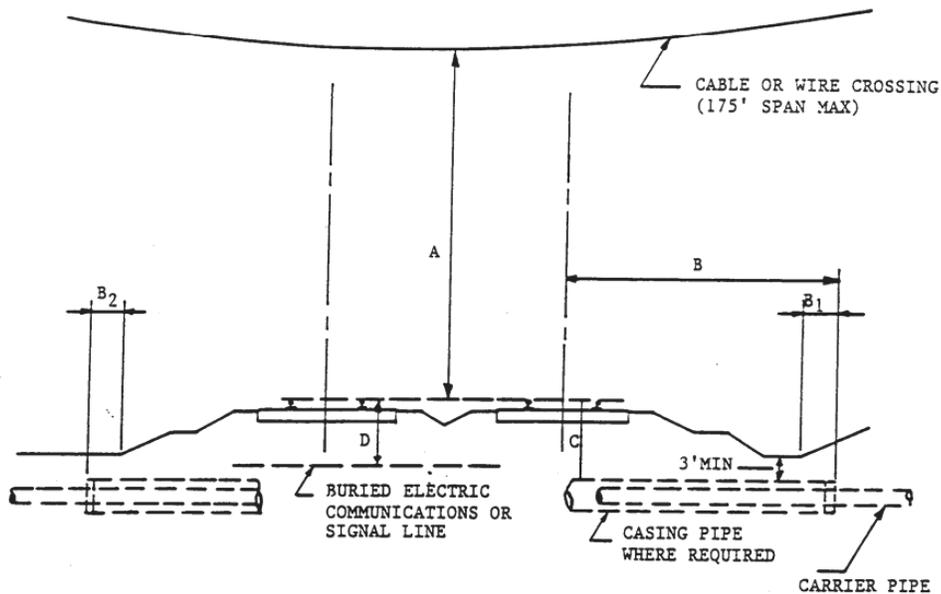
<u>VOLTAGE</u>	<u>OVERHEAD CLEARANCE</u> (Top of Rail to <u>Bottom of Sag</u>)	
0- 750	27'0"	} At 120°F Ambient Temperature
750- 15,000	28'0"	
15,000 - 50,000	30'0"	
69,000	30'8"	
115,000	32'2"	
138,000	33'0"	
345,000	39'10"	
500,000	45'0"	
745,000	53'2"	
765,000	53'10"	
Other than power lines	27'0"	

(Calculation is 30'0" + 0.4" per 1,000 volts over 50,000 volts)

.....

CLEARANCES FOR OVERHEAD AND BURIED UTILITY CROSSINGS

PLATE VI



DIMENSION	DESCRIPTION		
A	POWER LINES 0 TO 750V	27'-0"	} At 120°F Ambient Temperature
	POWER LINES 750V TO 15,000V	28'-0"	
	POWER LINES 15 TO 50KV	30'-0"	
	OTHER THAN POWER LINES	27'-0"	
B	SEALED ENDED CASINGS	25'-0"	
	OPEN ENDED CASINGS	45'-0"	
B ₁	END CASING BEYOND DITCH	2'-0"	
B ₂	END CASING BEYOND SLOPE	3'-0"	
C	CASING PIPE	4'-6"	
	CARRIER PIPE WITHOUT CASING	6'-6"	
D	BURIED ELECTRIC LINES	6'-6"	
	RAILROAD SIGNAL LINES (220V)	2'-6"	
	COMMUNICATIONS LINES	3'-6"	



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VI

**BRIDGE ERECTION, DEMOLITION AND HOISTING
OPERATIONS**

Submittals for bridge erection, demolition, or other hoisting operations shall be prepared and stamped by a Registered Professional Engineer and must include the following:

1. Plan view showing locations of crane or cranes, operating radii, with delivery or disposal locations shown.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
3. Drawings and computations showing weight of picks.
4. Location plan showing obstructions, indicating that the proposed swing is possible.
5. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the lift.
6. A complete procedure indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.
7. Drawings detailing temporary support of any components or intermediate stages.
8. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.



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VII

TEMPORARY SHEETING AND SHORING

The following items are to be included in the design and construction procedures for all permanent and temporary facilities on, over, under, within or adjacent to MBTA Railroad Property:

1. Footings for all piers, columns, walls or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction will not be closer than toe of ballast slope. (See dimensions in the MBTA's Book of Standard Plans, #1000 and #1002 for tangent and curved track). Sheeting shall be required when excavation is inside of a line which extends horizontally from 5.5 feet off center line of adjacent track, then on a 2 (horizontal) to 1 (vertical) slope. This is known as the zone of influence.
2. Where physical condition of design impose insurmountable restrictions requiring the placing of sheeting closer than specified above, the matter must be submitted to the Director of Engineering for MBTA Railroad Operations for approval of any modifications.
3. When support of track or tracks is necessary during construction of above mentioned facilities, interlocking steel sheeting adequately braced and designed to carry E-80 live load plus 50% impact is required. Soldier piles and lagging will be permitted for supporting adjacent track or tracks only when required penetration of steel sheet piling cannot be obtained or when in the opinion of the Director of Engineering for MBTA Railroad Operations, or their authorized representative, steel sheet piling would be impracticable to place.
4. Exploratory trenches, three (3) feet deep and fifteen (15) inches wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in areas where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled and compacted immediately. This work must be done in the presence of a railroad inspector.
5. Absolute use of track is required while driving sheeting adjacent to any track. Procedure for arranging the use of track shall be through the Railroad Company(s) representative on the project.
6. Cavities adjacent to sheet piling, created by driving of sheet piling, shall be filled with sand and any disturbed ballast must be restored and tamped immediately as required by the Railroad Company(s).
7. Sheet piling shall be cut off at top of tie during construction. After construction and backfilling has been completed, the piling within twelve (12) feet from centerline of track shall be cut off 24" below bottom of tie or 24" below finished grade, whichever is greater. Sheeting, used as a form on a permanent

structure, shall be cut as directed by the Railroad Company(s).

8. The excavation adjacent to the track shall be covered and protected by handrails and barricades, warning lights shall be provided by the Contractor as directed by the Railroad Company(s).
9. Graded backfill material shall be compacted at near optimum moisture content, in layers not exceeding 6 inches in compacted thickness, by pneumatic tampers, vibrator compactors, or other approved means to the base of the railroad subgrade. Material in the vicinity of sheet pile shall be compacted to not less than 95 percent of AASHTO T 99, Method C. The Contractor shall be required to supply, to the job site, ballast stone as prescribed herein to be installed by the Railroad Company(s).
10. The Contractor is to advise the Railroad Company(s) of the time schedule of each operation and obtain approval of the Railroad Company(s) for all work to be performed adjacent to MBTA tracks so that it may be properly supervised by railroad personnel.
11. All Drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer and shall be accompanied by complete design computations when submitted for approval.
12. Particular care shall be taken to avoid erosion or filling of the Railroad Company(s) drainage facilities. Erosion and sediment control in the vicinity of the railroad shall be as approved by the Director of Engineering for MBTA Railroad Operations. Correction of disrupted Railroad Company(s) drainage facilities shall be at the Contractor's sole expense.

MBTA REQUIREMENTS FOR GEOTECHNICAL MONITORING

THE FOLLOWING SPECIFICATIONS ARE REQUIRED FOR ALL PILE DRIVING/EXCAVATING OPERATIONS:

1. Pile driving shall be on a continuous basis for each pile driven. Once a pile is started, it shall be driven or cut off at an elevation not to exceed the plane across the top of the rails of any track within 8'-6" plus 2" for each degree of curvature from centerline of track to the closest edge of the edge or excavation.
2. The monitoring points shall be set up one week before the pile driving or excavation operations begin. The MBTA and the Railroad Company(s) shall be notified. Elevation readings to establish the initial baseline reading shall begin two days prior to the start of driving. Readings shall be for a minimum of two weeks after the completion of the driving or backfilling of the excavation, whichever is longer. Initial readings immediately after any surfacing operations shall serve as new baseline figures. All future elevation readings shall be compared to the adjusted baseline. If the track deviates to a condition that is unacceptable to the MBTA or Railroad Company(s), corrections shall be made at the Contractor's expense.
3. Elevation readings shall be taken from the top of each rail of each track within the "zone of influence" the excavation. See Section 1, Page 1 of this specification.
4. Elevation readings will be taken once per eight hour shift. The readings shall be faxed to the MBTA Railroad Company(s) on a daily basis and all information is to be presented in legible print. During excavation within the sheet pile protected area, the top of rail elevations shall be checked every hour. Additional readings may be required by the MBTA or Railroad Company(s).
5. Stations shall be spaced at 15-1/2 foot intervals. The number of distractions required will be determined by the length of the excavation parallel to the tracks. There will be four additional stations on each end of the pile driving/excavation operation along the track. Extra stations may be required by the MBTA or Railroad Company.
6. Elevation readings must show the date, time, weather conditions and temperature. Each reading must also provide the following information: track number, compass direction, station number, base elevation (with date), static elevation, change in elevation (recorded in hundredths and in inches), dynamic reading and total deflection in inches. See sample sheet attached.
7. Station "0" will be located at the centerline of the project with Stations 1, 2, 3, etc., being to the right and Stations -1, -2, -3, etc., being to the left when

standing on the near track and looking at the work. In multiple track areas the stations as determined herein are to be carried across each track located within any part of the zone of influence. See Plate I.

8. At each monitoring station a dynamic load measurement shall be taken. The dynamic load measurement device shall consist of a wooden stake placed firmly in the ballast and in initially in contact with the bottom of the rail. The loaded measurement is the resultant gap between the bottom of the rail and the top of the stake caused by the deflection of the rail under the load of a passing train. Based on field observations of the excavation, and at the option of the MBTA or railroad company(s), this requirement may be reduced.
9. Elevation readings taken from the top of rail for static measurement and the dynamic reading shall be combined and the sum compared to the adjusted baseline. This reading will demonstrate the difference in elevation caused by the excavation.
10. The MBTA requires that the track be maintained at all times within established criteria for the specific track classification. At the completion of the project the requirement for tamping and realigning the tracks, caused by the settlement from the construction activity, remains with the Contractor for the duration as specified by the MBTA in their initial review of the Construction Drawings. This tamping and track realignment will be performed by the MBTA or railroad company(s) at the sole expense of the Contractor.



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VIII

BLASTING SPECIFICATIONS

Blasting on, over, under, within or adjacent to MBTA Railroad Property will be permitted only in special cases where it is demonstrated to the Director of Engineering for MBTA Railroad Operations that there is no practicable alternative to perform the work.

In such cases when blasting is permitted, the Contractor must submit a detailed blasting program to the MBTA and Railroad Company(s) for approval prior to the commencement of any work. The blasting program must contain the following information:

- a. Site plan with location of nearest MBTA structure.
- b. Plan of each blast showing hole spacing and delay pattern.
- c. Diameter and depth of each hole.
- c. Amount of explosives per hole.
- d. Total pounds of explosives per day.
- e. Total amount of explosives per blast.
- f. Type of non-electric delays to be used.
- h. Amount of stemming in each hole.
- g. Type of explosive to be used.
- h. Soil and rock profile in blast zone.
- i. Scaled distance to the nearest MBTA facility.
- j. Type and location of seismograph to be used.
- m. Size of blasting mats to be used.
- k. Safety precautions to be followed.

The following general requirements are to be adhered to:

- a. Obtain the services of a qualified vibration and blasting consultant to monitor the blasting.
- b. Use a non-electric detonation system whenever possible. If electric caps are used, a check must be made for stray currents, induced current and radio frequency energy to insure that this hazardous extraneous electricity is at an acceptable safe level.
- c. Provide an open face for maximum relief of burden.
- d. Limit the maximum peak particle velocity to 1 inch per second. Depending on existing conditions, this may be modified to 2 inches per second.
- e. Maintain an initial scale distance of 60 ft. per 1-1/2 lbs. After initial blasting, scale distance may be modified to a minimum of 50 ft. per 1-1/2 lbs., if conditions permit.

Scale distance -- Distance from blast to structure (in feet)

Weight of explosives per delay (in pounds)

The Contractor shall provide for a pre-blast and post blast survey, including photographs. An inspection of all nearby MBTA facilities shall be made to determine any changes that may occur due to blasting operations.

The Contractor shall coordinate all blasting with the MBTA and Railroad Company(s) in advance to determine when the charges may be set. The Contractor is advised that the MBTA and Railroad Company(s) use two way radios for train control. The radios operate in the 160 MHz area. These radios cannot be turned off at any time.



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IX

**TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND
CONSTRUCTION**

The Railroad Company(s) will determine when and where protection shields are required. The designated construction of temporary protection shields must adhere to the following specifications:

1. The construction of temporary protection shields shall be designed to prevent any dust, debris, concrete, formwork, paint, or tools from falling on MBTA Railroad Property below.
2. The temporary protection shields shall be erected prior to the start of work. The Railroad Company(s) will determine whether or not sufficient protection has been provided to perform the work over any particular area.
3. The temporary protection shields shall remain in place until all work over the railroad has been completed and shall be removed only when ordered by the Railroad Company(s).
4. To minimize the inconvenience to the users of any properties below and adjacent to the project, the Contractor shall be required to complete the actual erection and removal of the temporary shields within time limits acceptable to the Railroad Company(s).
5. The erected temporary protection shields shall not infringe on any existing minimum vertical clearance.
6. The Contractor shall be required to obtain the approval of the Railroad Company(s) before commencing any work beneath the shield. In certain areas, depending on the nature of the work, the Railroad Company(s) may require a specific method of protection.
7. The horizontal shield shall be designed to carry a live load of 100 pounds per square foot and a single concentrated load of 2,000 pounds located to produce maximum stress. The vertical shield shall be designed to carry a wide load of 30 pounds per square foot.
8. Prior to the start of construction, the Contractor shall be required to submit the details of the temporary protection shield to the Railroad Company(s), who will review and approve the details only as to the methods of erection and as to whether or not the proposed installation will provide the level of protection required at the various locations. It is the Contractor's responsibility to design these protections so that they are in conformance with all existing laws, regulations and specifications that govern this type of work. Shield plans must include a material list and shall be designed by a Registered Professional Engineer. The Drawings and calculations must bear their seal when they are submitted to the Railroad Company(s).
9. If during the actual construction, the Railroad Company(s) deems that the shield is not providing the desired level of protection or that the Contractor has failed to properly maintain the shield, all work at the

affected location shall cease until corrective measures acceptable to the Railroad Company(s) are instituted.

10. All temporary shields shall be constructed using new material.



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X

INDUSTRIAL SIDE TRACK SPECIFICATIONS

SECTION 1. GENERAL

- 1.01 All railroad track construction shall be performed under competent supervision of personnel experienced in railroad construction and shall conform to the standards of the MBTA. The MBTA and Railroad Company(s) will inspect and approve all side tracks prior to being put in service. This specification shall be used for side tracks directly on or within 15 feet of the MBTA property line. Any construction outside of the MBTA property line shall be in compliance with the standards of the serving freight railroad.

SECTION 2. MATERIALS

2.01 MATERIAL

Rails, ties, switches, frogs, etc. shall conform to the standards of the MBTA for various types of turnouts and track installations thereby insuring replacement availability.

2.02 RAIL

The rails shall be 100# ASCE Section or of a heavier rail section in common use, new or relay. Relay rails shall not have more than 1/4" top wear measured vertically along center line of rail and not more than 3/8" side wear measured horizontally 3/4" below the normal top of rail. Rails shall be free from kinks, excessive rust and excessive head flow. Rails having line or surface bends that cannot be spiked will be rejected. Rail shall be free of internal defects. Rail used on the limits of MBTA Railroad Property shall be equal in weight and in section to the attached main line.

2.03 CROSS TIES

Cross ties shall conform to MBTA specifications, minimum size shall be 7" x 8" x 8'6" and shall be treated with creosote in accordance with MBTA specifications. Relay ties may be approved after inspection by the MBTA and Railroad Company(s) prior to installation.

2.04 SWITCH TIMBER

Switch timber shall be new hardwood and conform to MBTA specifications 7" x 9" and of lengths required by MBTA standard turnout bill of materials. All timber shall be creosote treated as specified for cross ties. Relay timber as above.

Tie plates shall be new or relay at least 7-1/2" x 10-3/4", 1/2" thick,

double shoulder and should be canted. Tie plates must conform to MBTA specifications. Damaged plates or plates showing more than 25% reduction in section due to corrosion or wear will be rejected.

2.06 JOINT BARS

Joint bars shall be new or relay, 100% toeless, 24" long or equal and conform to MBTA specifications. Relay bars must be free from appreciable wear. Joint bars shall have a minimum of four holes and the holes are to fit the punching's of the rail. Holes to have a clearance of 1/16". Joint bars that cannot be drawn up to give a tight fit will be rejected. No fewer than 4 bolts per joint will be allowed.

2.07 BOLTS, NUTS AND WASHERS

Bolts and nuts shall be new and of a size to fit the rail punching's. They shall conform to AREA specifications for low carbon steel track bolts and nuts. Washers shall be new spring type of appropriate size and shall conform to MBTA specifications.

2.08 TRACK SPIKES

Track spikes shall be 6" long, 5/8" square with an oval head and conform to MBTA specifications for soft steel track spikes. Tangent track shall have at least 2 rail holding spikes per tie plate and all curves over 3" shall have 3 spikes per tie plate.

2.09 BALLAST

Ballast shall conform to MBTA Material Specification 9248.

2.10 BUMPING POSTS

Bumping posts shall be Hayes type, Durable "D" or equal, unless otherwise specified, and will conform to MBTA Material Specification 9206.

2.11 DERAIL

Type and quality of derail shall be specified for each individual side track requirement. Derail shall be connected into the railroad signal system, which will be performed by the Railroad Company(s) at the Owner's expense. Two pairs of insulated joints shall be installed by the Contractor at a location to be determined by the MBTA. Side tracks with a descending grade toward the main track shall require a split switch type derail.

SECTION 3. INSTALLATION

- 3.01 The track shall be properly installed with a standard gauge of 4'8-1/2" except on sharp curves. In cases of sharp curves, gauge will be specified by the MBTA or the Railroad Company(s).
- 3.02 Ballast shall be installed on top of subgrade for a depth of at least 6" below the bottom of tie and brought up to the top of the tie at the center and slope off to 1" below top of tie at the ends. It shall then extend 1' beyond the end of the tie at that height, at which point it shall slope off at a rate of 2:1 to the sub- ballast.
- 3.03 Cross ties shall be placed not more than 24" on center on tangent track and 19 ½ " on center on curved track. When relay rails are used the unworn side shall be placed on the gauge side. Tie plates shall be installed on each cross tie. The center of the joint shall be installed so as to be suspended by two ties.
- 3.04 It shall be the responsibility of the builder of that portion of track designated as "property line to end" to connect to that portion of track designated as "clearance to property line" and provide the necessary joints or compromise joints with bolts as the weights of rail would dictate.

SECTION 4. BONDING

- 4.01 Where track bonding is necessary, it will be performed by the Railroad Company(s) in accordance with MBTA standards.

SECTION 5. APPROVAL

- 5.01 Plans for track installation must be approved by the MBTA and Railroad Company(s) before the design of the facility to receive rail service is finalized.

SECTION 6. CURVATURE OF TRACK

- 6.01 The recommended curvature shall be 8⁰ or less. The maximum allowable degree of curve is not to exceed 12⁰ 30', unless approved by the Director of Engineering for MBTA Railroad Operations.

SECTION 7. GRADE OF TRACK

- 7.01 The maximum allowable grade for all tracks shall not exceed 1.5% descending towards mainline or 3% descending from mainline using 100 foot vertical curves.

SECTION 8. ELEVATION

8.01 Super elevation shall not exceed 1 inch.

SECTION 9. SUBGRADE

9.01 Subgrade shall be prepared to a grade 18" - 20" below the proposed top of rail and shall be of a material that is compacted to 95% and provides for adequate drainage.

SECTION 10. ACCEPTANCE

10.01 Before track is placed into service to receive cars, it shall be inspected and approved by a qualified track inspector from the MBTA, the Railroad Company, and the freight carrier.

10.02 No exceptions to these specifications are authorized without the written approval of the Director of Engineering for MBTA Railroad Operations.



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

XI

RIGHT OF WAY FENCING SPECIFICATIONS

SECTION 1. GENERAL

1.01 DESCRIPTION

This section specifies the furnishing and installing of new Type I galvanized steel or Type II aluminum coated steel chain link fence. Right of way fence shall be 6', 8' or 10' as required by site specific conditions.

1.02 SUBMITTALS

Shop Drawings

1. Include cross sectional dimension of posts, braces, rails, fittings, accessories and gate frames, design of gates, and details of gate hardware.
2. Include a layout drawing showing the spacing of posts and location of all gates, abrupt changes in grade, and all corner, gate, anchor, end and pull posts.

SECTION 2. PRODUCTS

2.01 MATERIALS

A. General

1. Steel pipe dimensions and weights: ASTM A-53, Schedule 40 (except the hydrostatic testing requirement is waived). Dimensions specified are outside diameter (O.D.).
2. Provide post with accepted semi-steel or pressed steel tops, so designed as to fit securely over post and carry top rail or spring tension wire; the base of post top fitting shall fit over the outside of post and shall exclude moisture from post. All fittings and accessories shall be hot dipped galvanized in accordance with ASTM A-53.

B. Line Post: For all post heights, unless otherwise noted, Schedule 40, 2.375" O.D. pipe weighing 3.65 lbs./ft. ASTM A-53 with a 2 oz. hot dipped galvanized coating shall be used.

C. Gate post: Furnish post to support single gate leaf, or one leaf of a double gate installation, for the following gate widths:

<u>Leaf Width</u>	<u>Gate Post</u>	<u>Sch. 40</u>
up to 6'	2.875" O.D.	5.79 lb./ft.
6' to 12'	4.000" O.D.	9.11 lb./ft.
12' to 18'	6.625" O.D.	18.97 lb./ft.
18' to 32'	8.625" O.D.	28.55 lb./ft.

D. End, Corner and Intermediate Posts

For all post heights, unless otherwise noted, Schedule 40, 2.875" O.D. pipe weighing 5.79 lbs./ft. ASTM A-53 with a 2 oz. hot dipped galvanized coating shall be used.

E. Top rail and Spring Tension Wire

1. Top Rail

a. Schedule 40, 1.66" O.D, pipe weighing 2.27 lbs./ft. ASTM A-53 with a 2 oz. hot dipped galvanized coating.

b. Couplings and expansion sleeves: Outside sleeve type, minimum six inches long.

2. Spring tension wire: shall be marcelled (spiraled or crimped) #7 gauge (.177 inches) plus or minus 0.005 inches in diameter. ASTM A-824. 1.2 oz. zinc per sq. ft.

F. Braces and Tension Rods

1. Compression braces: Same type and size as top rail.

2. Tension rods: 3/8" round rods with drop forged turnbuckles or other approved type of adjustment.

G. Fence Fabric

1. Type I galvanized steel ASTM A-392 Class 2 coating 2 oz.

a. Typical-2" diamond mesh 6 gauge (192") 2 oz.

b. Hot dipped galvanizing after weaving.

2. Type II aluminum coated steel ASTM A-491 size 2. 3/8" mesh.

3. Selvages: All types

a. Fabric shall be knuckled at both selvages.

b. Fabric over 60 inches high: knuckled at one selvage and twisted and barbed at the other.

H. Fabric Bands, Brace Bands and Stretcher Bars

1. Fabric Bands: 12 gauge pressed steel 7/8 inch wide.

2. Brace Bands: 11 gauge pressed steel 1 inch wide.

3. Stretcher Bars: 3/16" x 3/4" galvanized steel.

- I. Tie wire and miscellaneous Items
 - 1. Tie Wire: Galvanized steel 6 gauge (.192") for post and rails.
 - 2. Hog rings: Galvanized steel 6 gauge (.192") for spring tension wire.
 - 3. Rail and Truss Cups: Galvanized semi-steel or pressed steel.

- J. Barbed Wire and Extension Arms
 - 1. Barbed Wire; ASTM A121, 12-1/2 gauge, 4-point round barbs, Class 3 coating.
 - 2. Extension Arms: Projecting at an angle of approximately 45 degrees, fitted with clips or other means of attaching three strands of barbed wire, the top outside wire approximately 12 inches from the fence line and the other wires spaced uniformly between the top outside wire and the fence fabric.

- K. Gates
 - 1. General: Furnish gates complete with necessary hinges, latches, and drop bar locking devices; corners shall be welded or fastened and reinforced with suitable fittings.
 - 2. All gates fabricated from 1.90" O.D. Schedule 40 pipe weighing 2.72 lbs./ft. with a 2 oz. hot dipped galvanized coating.

- L. Concrete: Class 2500 psi concrete consisting of aggregate passing the No. 8 sieve.

SECTION 3. EXECUTION

3.01 INSTALLATION

- A. Place terminal post at each end, corner, gate post, pull post (minimum 500'), or any change in grade or direction greater than 30 degrees.

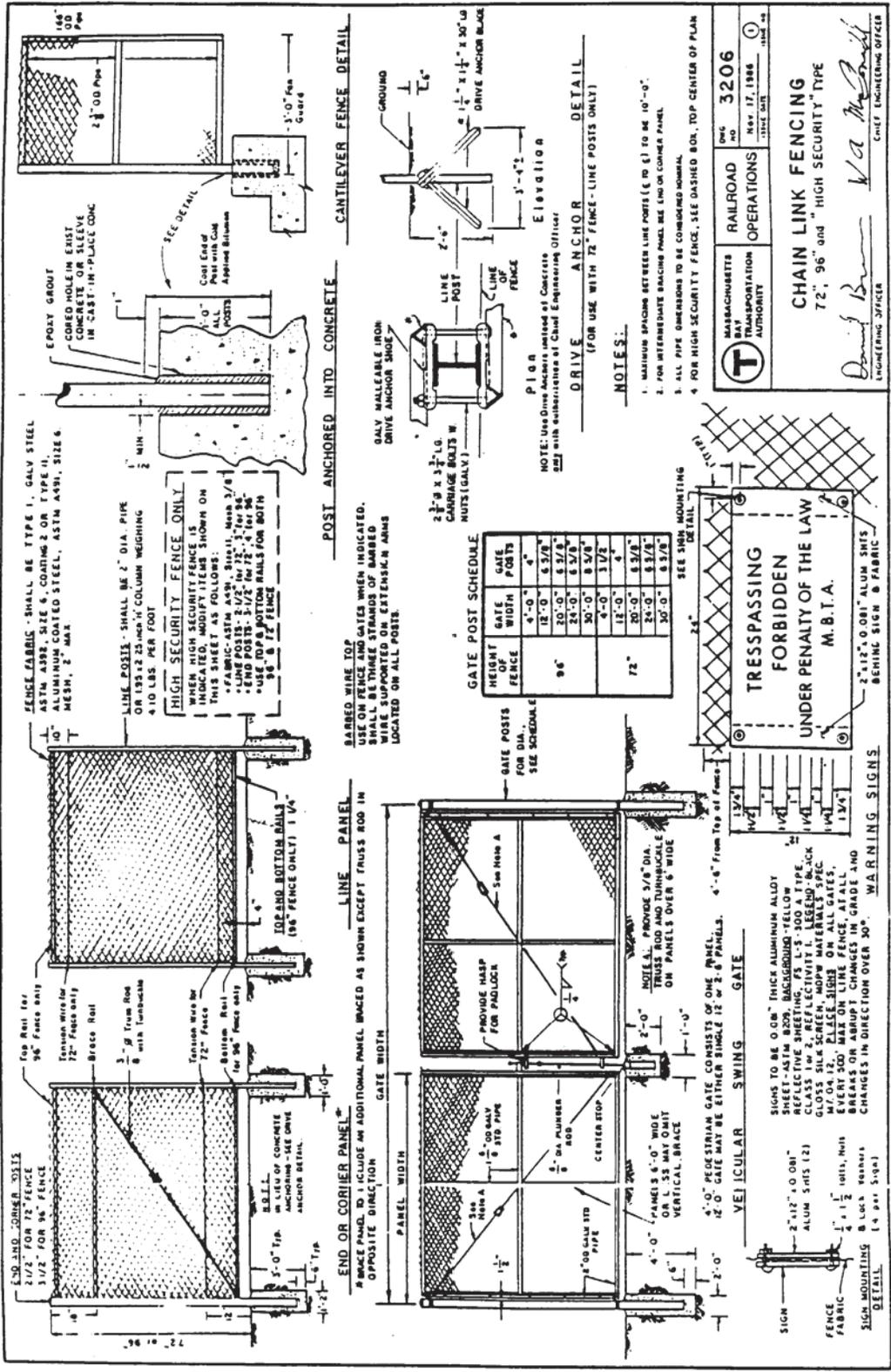
- B. Line posts shall be spaced on a maximum of 10 foot centers. In determining the post spacing, measure parallel to slope of finished grade. All posts to be set plumb and in line. Post spacing on radius as follows:

200' - 500' radius 8' O.C.
100' - 200' radius 6' O.C.
less than 100' radius 5' O.C.

- C. When fencing is installed on the top of concrete structures, use galvanized sleeve and grout posts or install with suitable galvanized flange casing and galvanized anchor bolts. Set all other posts permanently in concrete.
- D. Excavate post hole footings at least 12" in diameter for line post and 16" for terminal and gate posts up to 4" O.D. Larger gate posts require 18" diameter footings. All footings excavated to a depth of 42" with a minimum post embedment of 36". Crown top of concrete to shed water and allow curing for not less than 72 hours before proceeding with further work on the post.
- E. Brace end, corner pull, and gate posts to the nearest line post with diagonal or horizontal brace rails used as compression chambers, and with truss rods with turnbuckles used as tension members. Brace line posts horizontally and truss in both directions as required, at approved intervals.
- F. Install fabric on post side which best secures MBTA's Railroad Property. Pull fabric taut and tie to all line posts, rails, braces and spring tension wire spacing all ties at 12" intervals. Use hook shaped steel ties confined to the diameter of the pipe to which it is attached, clasping pipe and fabric firmly with both ends twisted at least 2 turns.
- G. Barbed wire and tension wire must be taut and properly secured with brace bands at each terminal and gate post.
- H. Electric Ground: Where a power line carrying more than 600 volts passes over fence, install ground rod at the nearest point directly below each point of crossing. Ground all substation fences and gates and perform other electrical grounding as indicated.

3.02 TOUCH-UP AND REPAIR WORK

Remove and replace fencing which is improperly located or is not true to line, grade and plumb within tolerances as indicated.



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

RAILROAD OPERATIONS

DWG NO. **3206**

REV. 17, 1986

CHAIN LINK FENCING
72", 96" and "HIGH SECURITY" TYPE

David B...
ENGINEERING OFFICER

V.A. ...
CHIEF ENGINEERING OFFICER



**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

XII

TEST BORINGS SPECIFICATIONS

SECTION 1. GENERAL

All borings on MBTA Railroad Property are to be performed according to the following requirements:

- 1.01 Work on MBTA Railroad Property must be performed with a Railroad Company(s) inspector and/or flagman present.
- 1.02 Where access can only be gained by crossing the tracks, a temporary crossing must be used. This crossing shall adhere to the following:
 - A. The location and material must be approved in advance by the Chief Engineering Officer or Railroad Company(s).
 - B. The crossing will be constructed by Railroad Company(s) forces at the Contractor's expense.
 - C. The crossing must be protected at all times when not in use. Access shall be prohibited through the use of right-of-way gates which will be constructed by Railroad Company(s) forces at the Contractor's expense.
 - D. No crossing of the track shall be made without a railroad flagman and/or inspector present.
 - E. The crossing of tracks shall be kept to a minimum.
- 1.03 Boring locations, including positioning of the boring rig, shall be kept at least 8'-6" from the center line of track.
- 1.04 All borings must be cased to insure adequate return (of mud and water) and to avoid undermining of the track.
- 1.05 All holes shall be backfilled with cement grout to fill the voids and protect against an artesian condition.
- 1.06 The location of all utilities owned or private, shall be located and suitably marked by the Railroad Company(s) and/or the private owner at the Contractor's expense to avoid damage to the utility and/or track structure.
- 1.07 Prior to entry upon the MBTA Railroad Property, all necessary contracts, insurance policies and financial obligations shall be provided in a form acceptable to the Railroad Company(s).
- 1.08 Work within the operating right-of-way that has potential to foul the tracks, shall be restricted to periods of non-peak passenger operations.

- 1.09 While performing the work, full cooperation with the inspector and flagman is essential. The work will be terminated immediately if the safety of all traffic and personnel is jeopardized in any way.

SECTION 2. TESTING

- 2.01 Soil borings shall be in accordance with the current issue of the American Railway Engineering Association Specifications, Chapter 1, Part 1, "Specifications for Test Borings". Soils shall be investigated by the split-spoon and/or thin-walled tube method and rock shall be investigated by the Coring method specified therein.
- 2.02 Soil boring logs shall clearly indicate all of the following:
1. Boring number as shown on boring location plan.
 2. Elevation of ground at boring.
 3. Description or soil classification of soils and rock encountered.
 4. Elevations or depth from surface for each change in strata.
 5. Identification of where samples were taken and percentage of recovery.
 6. Location of ground water at time of sampling and, if available, subsequent readings.
 7. Natural dry density in lbs./sq. ft. for all strata.
 8. Unconfined compressive strength in tons/sq. ft. for all strata.
 9. Water content (percent). Liquid Limit (percent) and plastic limit (percent).
 10. Standard penetration in blows/ft.
- 2.03 Soil boring logs shall be accompanied by a plan drawn to scale showing location of borings in relation to the tracks, the elevation of ground surface at each boring, and the elevation of the top of rail of the tracks.
- 2.04 Soil investigation by auger, wash, or rotary drilling method is not acceptable.
- 2.05 Borings shall be taken no more than two (2) feet from the field stake which marks the boring location. The stake should not be disturbed during boring operations. Lost stakes shall be reinstalled.
- 2.06 Unless a boring hole is actively being worked, it shall be securely covered or otherwise protected until permanently filled. When work at each boring hole is completed, the hole shall be properly filled.
- 2.07 Access to the boring locations must be approved by the Railroad

Company(s). When possible, access shall be from public roads. Licenses for Entry, Insurance and Flag Protection must be obtained by the Contractor in accordance with all applicable MBTA Specifications.

- 2.08 Boring operations shall be confined to each boring location to the extent possible.

The Contractor shall take necessary precautions to prevent damage to structures and facilities. The site shall be restored to a condition satisfactory to the Railroad Company(s).



**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

RAILROAD OPERATIONS DIRECTORATE

XIII

FIBER OPTIC CABLE SPECIFICATIONS

SECTION 1. GENERAL

- 1.01 The purpose of the following standards is to provide basic information about the MBTA's requirements with respect to the design and construction of fiber optic cables on MBTA Railroad Property to fiber optic cable companies and their Contractors.
- 1.02 All work performed on or affecting MBTA Railroad Property must be designed and constructed in accordance with the Commuter Rail Design Standards (Vol. I and II), MBTA Book of Standards, Railroad Operations Specifications and the following standards. Additional job specific requirements will be contained in the MBTA's Fiber Optic License Agreement and can be obtained by contacting:

AGM for Real Estate and Asset Development
Ten Park Plaza
Boston, MA 02116

The Director of Engineering for MBTA Railroad Operations or their designated representative will be responsible for the approval of all work. No modifications, changes or deletions will be made without their approval.

SECTION 2. PROJECT REVIEW AND COORDINATION

- 2.01 All Drawings and specifications shall be reviewed and approved by the MBTA and Railroad Company(s) prior to construction. The MBTA must approve the construction schedule and sufficient Railroad Company(s) personnel must be available before work begins.
- 2.02 If another fiber optic cable company has previous or exclusive rights along the proposed route, the alignment and cable location must be approved in accordance with existing agreements.
- 2.03 The fiber optic cable companies must coordinate the construction with others to minimize the disruptions to the MBTA railroad operations.

SECTION 3. CONDUCT OF WORK

- 3.01 In order to minimize the manpower requirements of the Railroad Company(s) and afford better control, supervision, and protection, the Contractor will conduct their work sequentially and minimize the number of crews and their proximity. Crews should be confined geographically to an area that can be covered easily by a minimum number of Railroad Company(s) personnel. This can be accomplished by a block method of construction. A construction block will be used and is a 1-4 mile segment of right of way in which up to 3 fiber optic cable installation crews can work. The crews can work within the construction block, but cannot work outside of it. The construction block

must move as a unit along the right of way. The crews cannot work two blocks concurrently.

SECTION 4. CONSTRUCTION SCHEDULE

- 4.01 The fiber optic company or its Contractor will submit a schedule of work to the MBTA for approval. The schedule will be based on methods of construction acceptable to the MBTA and Railroad Company(s). No work shall begin prior to approval by the MBTA.
- 4.02 Any changes or modifications to the schedule proposed by the fiber optic company or its Contractor must be submitted to and approved by the MBTA prior to implementation. The MBTA, however, may be required to change or modify the construction schedule on account of its operations, maintenance requirements, or manpower shortages. In this event, the MBTA will give the fiber optic cable company as much advance notice as possible.
- 4.03 Construction schedules will be reviewed and updated every two (2) weeks or as required.

SECTION 5. ESTIMATE OF EXPENSES

- 5.01 An estimate of anticipated expenses will be provided based on durations provided by the fiber optic cable company or their Contractor and construction schedules approved by the Railroad Company(s). Any changes in the schedule will cause the estimate to be revised. The fiber optic cable company or their Contractor will be responsible for all of the costs incurred by the MBTA and Railroad Company(s) in support of the construction activities. This includes design review, engineering support, administration and supervision.

SECTION 6. BILLING

- 6.01 The fiber optic cable company or its Contractor will be required to pay for railroad protective services in advance of costs incurred.

DOCUMENT A00820

**Massachusetts Department of Transportation
Conditions of Custody**

REQUEST FOR RELEASE OF MASSDOT AUTOCAD FILES FORM
(Only to be used following award of contract)

City/Town: LINCOLN Project File Number: 86461

Contract Number: 132405

Project Description: Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad

All AutoCAD files are provided solely as a courtesy to facilitate public access to information. MassDOT attempts to provide current and accurate information but cannot guarantee so. MassDOT provides such documents, files or other data “as is” without any warranty of any kind, either expressed or implied, including but not limited to, accuracy, reliability, omissions, completeness and currentness. The Commonwealth of Massachusetts and its Consultants shall not be liable for any claim for damages, including lost profits or other consequential, exemplary, incidental, indirect or special damages, relating in any way to the documents, files or other data accessible from this file, including, but not limited to, claims arising out of or related to electronic access or transmission of data or viruses. Because data stored on electronic media can deteriorate undetected or be modified without our knowledge, MassDOT cannot be held liable for its completeness or correctness. MassDOT makes no representation as to the compatibility of these files beyond the version of the stated CAD software.

By signing this form, I agree that it shall be my responsibility to reconcile this electronic data with the conformed contract documents, and that only the conformed contract documents shall be regarded as legal documents for this Project. I understand that this authorization does not give me the right to distribute the files. I agree to the terms above and wish to receive the AutoCAD files.

This signed form shall be emailed to the Highway Design Engineer at the MassDOT -Highway Division at the following email address:

DOTHighwayDesign@dot.state.ma.us
Attn: AutoCAD Files

Name of person requesting AutoCAD files: _____

Affiliation/Company: _____

Address: _____

Telephone number: _____

Email address: _____

Signature/Date: _____

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DOCUMENT A00844

UNITED STATES DEPARTMENT OF THE INTERIOR

FISH AND WILDLIFE SERVICE

**Determination for the Northern Long-Eared Bat and
Tricolored Bat**

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United States Department of the Interior



FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 3301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104

In Reply Refer To:

12/16/2025 18:18:32 UTC

Project code: 2022-0072061

Project Name: 86461 - LINCOLN- BRIDGE REPLACEMENT, L-12-002, CONCORD ROAD
(ROUTE 126) OVER THE B&M RAILROAD

Federal Nexus: yes

Federal Action Agency (if applicable): Federal Highway Administration

Subject: Federal agency coordination under the Endangered Species Act, Section 7 for '86461
- LINCOLN- BRIDGE REPLACEMENT, L-12-002, CONCORD ROAD (ROUTE
126) OVER THE B&M RAILROAD'

Dear Emily Puglisi:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on December 16, 2025, for '86461 - LINCOLN- BRIDGE REPLACEMENT, L-12-002, CONCORD ROAD (ROUTE 126) OVER THE B&M RAILROAD' (here forward, Project). This project has been assigned Project Code 2022-0072061 and all future correspondence should clearly reference this number. **Please carefully review this letter. Your Endangered Species Act (Act) requirements may not be complete.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project.

Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key (DKey), invalidates this letter. **Answers to certain questions in the DKey commit the project proponent to implementation of conservation measures that must be followed for the ESA determination to remain valid. Note that conservation measures for northern long-eared bat and tricolored bat may differ. If both bat species are present in the action area and the key suggests more conservative measures for one of the species for your Project, the Project may need to apply**

the most conservative measures in order to avoid adverse effects. If unsure which conservation measures should be applied, please contact the appropriate Ecological Services Field Office.

Determination for the Northern Long-Eared Bat and Tricolored Bat

Based on your IPaC submission and a standing analysis completed by the Service, you determined the proposed Project will have the following effect determinations:

Species	Listing Status	Determination
Northern Long-eared Bat (<i>Myotis septentrionalis</i>)	Endangered	NLAA
Tricolored Bat (<i>Perimyotis subflavus</i>)	Proposed Endangered	NLAA

Federal agencies must consult with U.S. Fish and Wildlife Service under section 7(a)(2) of the Endangered Species Act (ESA) when an action *may affect* a listed species. Tricolored bat is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can *confer* under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if and when the proposed species is listed. Should the tricolored bat be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the tricolored bat range that previously received a NE or NLAA determination from the key to confirm that the determination is still accurate.

Unless the Service advises you within 15 days of the date of this letter that your IPaC-assisted determination was incorrect, this letter verifies that consultation on the Action is complete for northern long-eared bat and/or tricolored bat and no further action is necessary unless either of the following occurs:

- new information reveals effects of the action that may affect the northern long-eared bat or tricolored bat in a manner or to an extent not previously considered; or,
- the identified action is subsequently modified in a manner that causes an effect to the northern long-eared bat or tricolored bat that was not considered when completing the determination key.

15-Day Review Period

As indicated above, the Service will notify you within 15 calendar days if we determine that this proposed Action does not meet the criteria for a “may affect, not likely to adversely affect” (NLAA) determination for the northern long-eared bat and/or tricolored bat. If we do not notify you within that timeframe, you may proceed with the Action under the terms of the NLAA concurrence provided here. This verification period allows the identified Ecological Services Field Office to apply local knowledge to evaluation of the Action, as we may identify a small subset of actions having impacts that we did not anticipate when developing the key. In such cases, the identified Ecological Services Field Office may request additional information to verify the effects determination reached through the Northern Long-eared Bat and Tricolored Bat DKey.

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination key for the northern long-eared bat and tricolored bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Monarch Butterfly *Danaus plexippus* Proposed Threatened

You may coordinate with our Office to determine whether the Action may affect the species and/or critical habitat listed above. Note that reinitiation of consultation would be necessary if a new species is listed or critical habitat designated that may be affected by the identified action before it is complete.

If you have any questions regarding this letter or need further assistance, please contact the New England Ecological Services Field Office and reference Project Code 2022-0072061 associated with this Project.

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

86461 - LINCOLN- BRIDGE REPLACEMENT, L-12-002, CONCORD ROAD (ROUTE 126) OVER THE B&M RAILROAD

2. Description

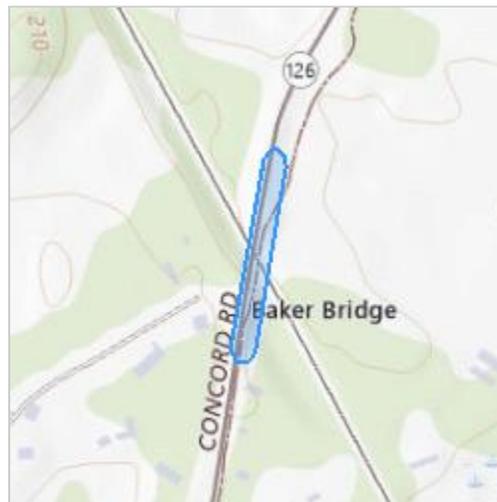
The following description was provided for the project '86461 - LINCOLN- BRIDGE REPLACEMENT, L-12-002, CONCORD ROAD (ROUTE 126) OVER THE B&M RAILROAD':

86461 - LINCOLN- BRIDGE REPLACEMENT, L-12-002, CONCORD ROAD (ROUTE 126) OVER THE B&M RAILROAD

The purpose of this project includes reconstruction of the bridge substructure and superstructure, full depth roadway reconstruction, and full depth reconstruction of the multiuse path on the north side of the bridge. The bridge will be raised approximately 3 feet to provide a minimum of 21-foot clearance for double deck trains.

Monarch Butterfly: Proposed Threatened Species. Due to MassDOT's enrollment in the Monarch Butterfly Nationwide CCAA, the action is Not Likely to Jeopardize the continued existence of the monarch butterfly.

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@42.42822405,-71.33627770000001,14z>



DETERMINATION KEY RESULT

Based on the answers provided, the proposed Action is consistent with a determination of “may affect, but not likely to adversely affect” for a least one species covered by this determination key.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

No

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

Automatically answered

No

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

No

5. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

Note for projects in Pennsylvania: Projects requiring authorization under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act would be considered as having a federal nexus. Since the U.S. Army Corps of Engineers (Corps) has issued the Pennsylvania State Programmatic General Permit (PASPGP), which may be verified by the PA Department of Environmental Protection or certain Conservation Districts, the need to receive a Corps authorization to perform the work under the PASPGP serves as a federal nexus. As such, if proposing to use the PASPGP, you would answer ‘yes’ to this question.

Yes

6. Is the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), or Federal Transit Administration (FTA) funding or authorizing the proposed action, in whole or in part?

Yes

7. Are you an employee of the federal action agency or have you been officially designated in writing by the agency as its designated non-federal representative for the purposes of Endangered Species Act Section 7 informal consultation per 50 CFR § 402.08?

Note: This key may be used for federal actions and for non-federal actions to facilitate section 7 consultation and to help determine whether an incidental take permit may be needed, respectively. This question is for information purposes only.

Yes

8. Is the lead federal action agency the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC)? Is the Environmental Protection Agency (EPA) or Federal Communications Commission (FCC) funding or authorizing the proposed action, in whole or in part?

No

9. Is the lead federal action agency the Federal Energy Regulatory Commission (FERC)?

No

10. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum or winter roost? Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your state wildlife agency.

Automatically answered

No

11. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

No

12. Does the action area contain (1) talus or (2) anthropogenic or naturally formed rock shelters or crevices in rocky outcrops, rock faces or cliffs?

No

13. Will the action cause effects to a bridge?

Note: Covered bridges should be considered as bridges in this question.

Yes

14. Has the local Service Field Office confirmed that bridge surveys are not needed because project activities are not expected to impact bats, or because NLEBs and TCBs are not using bridges within the action area?

No

15. Has a site-specific bridge assessment following [USFWS guidelines](#) been completed?

Note: For information on conducting a bridge/structure assessment, please see Appendix K in the USFWS' Range-wide Indiana Bat and Northern Long-eared Bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>. Additional resources can be found at: <https://www.fws.gov/media/bats-and-transportation-structures-references-and-additional-resources> and a training video is located at: <https://www.youtube.com/watch?v=iuFwkT7q8Ws>.

Yes

16. Was evidence of bat use found during the bridge assessment?

No

SUBMITTED DOCUMENTS

- *86461_Lincoln Acoustic-Bridge Report 11112025_red.pdf* <https://ipac.ecosphere.fws.gov/project/AVIBEFWFQIND7VIP5IXWDBDIW3A/projectDocuments/174254695>

17. Did you coordinate with your local Ecological Services Field Office (ESFO) and receive approval of the bridge assessment results? If NO, please contact the appropriate local ESFO before completing this determination key.

Yes

18. Will the action result in effects to a culvert or tunnel at any time of year?

No

19. Are trees present within 1000 feet of the action area?

Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

20. Does the action include the intentional exclusion of bats from a building or building-like structure? **Note:** Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

No

21. Does the action involve removal, modification, or maintenance of a human-made building-like structure (barn, house, or other building) **known or suspected to contain roosting bats?**

No

22. Will the action cause construction of one or more new roads open to the public?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

23. Will the action include or cause any construction or other activity that is reasonably certain to increase average night-time traffic permanently or temporarily on one or more existing roads? **Note:** For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.). .

No

24. Will the action include or cause any construction or other activity that is reasonably certain to increase the number of travel lanes on an existing thoroughfare?

For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

No

25. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

Note: For information regarding NSF/ANSI 60 please visit <https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects>

No

26. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

No

27. Will the action include drilling or blasting?

No

28. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use at night)?

No

29. Will the proposed action involve the use of herbicides or pesticides (e.g., fungicides, insecticides, or rodenticides)?

Yes

30. Will the action include or result in herbicide use that may affect suitable summer habitat for the northern long-eared bat or tricolored bat?

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

31. Will the action include or cause the application or drift of pesticides (e.g., fungicides, insecticides, or rodenticides) into forested areas that are suitable summer habitat for the northern long-eared bat or tricolored bat?

Answer "Yes" if the application may result in transport (e.g., in water) or aerial drift of the pesticide into forested areas that are suitable summer habitat for the northern long-eared bat or tricolored bat.

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

32. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

No

33. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

34. Will the action cause an increase in the extent of suitable forested habitat exposed to artificial lighting?

No

35. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

Yes

36. Is the project related to the production of coal, including projects that support the mining of coal, as well as the production and/or distribution of energy produced from coal?

No

37. Will the proposed action occur exclusively in an already established and currently maintained utility right-of-way?

No

38. Does the action include emergency cutting or trimming of hazard trees in order to remove an imminent threat to human safety or property? See hazard tree note at the bottom of the key for text that will be added to response letters

Note: A "hazard tree" is a tree that is an immediate threat to lives, public health and safety, or improved property.

No

39. Does the project intersect with the 0- 9.9% forest density category?

Automatically answered

No

40. Does the project intersect with the 10.0- 19.9% forest density category map?

Automatically answered

No

41. Does the project intersect with the 20.0- 29.9% forest density category map?

Automatically answered

No

42. Does the project intersect with the 30.0- 100% forest density category map?

Automatically answered

Yes

43. Will the action cause trees to be cut, knocked down, or otherwise brought down across an area greater than 100 acres in total extent?

No

44. Will the proposed action result in the use of prescribed fire?

Note: If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

No

45. Does the action area intersect the northern long-eared bat species list area?

Automatically answered

Yes

46. [Semantic] Is the action area located within 0.5 miles of radius of an entrance/opening to any known NLEB hibernacula or winter roost? **Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

47. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats? **Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

48. [Semantic] Is the action area located within 150 feet of a documented northern long-eared bat roost site?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency. Have you contacted the appropriate agency to determine if your action is within 150 feet of any documented northern long-eared bat roosts?

Note: A document with links to Natural Heritage Inventory databases and other state-specific sources of information on the locations of northern long-eared bat roosts is available [here](#). Location information for northern long-eared bat roosts is generally kept in state natural heritage inventory databases – the availability of this data varies by state. Many states provide online access to their data, either directly by providing maps or by providing the opportunity to make a data request. In some cases, to protect those resources, access to the information may be limited.

Automatically answered

No

49. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?

If unsure, answer "Yes."

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

50. Has a presence/probable absence summer bat survey targeting the northern long-eared bat following the Service's [Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines](#) been conducted within the project area?

Yes

51. Was the survey conducted within the last 5 years?

Yes

52. Did you coordinate with your Ecological Services Field Office (ESFO) and receive approval of the results? If NO, please contact the appropriate local ESFO before completing this determination key - you may change your answer to 'yes' only after coordinating with the ESFO and uploading survey results.

Yes

SUBMITTED DOCUMENTS

- 86461_Lincoln Acoustic-Bridge Report 11112025_red.pdf <https://ipac.ecosphere.fws.gov/project/AVIBEFQIND7VIP5IXWDBDIW3A/projectDocuments/174254695>

53. Did survey results demonstrate the probable absence of northern long-eared bats?

Yes

54. Does the action area intersect the tricolored bat species list area?

Automatically answered

Yes

55. Is the action area located within 0.5-mile of radius of an entrance/opening to any known tricolored bat hibernacula or winter roost?

Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your state wildlife agency.

Automatically answered

No

56. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats? **Note:** The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

Automatically answered

No

57. Is suitable summer habitat for the tricolored bat present within 1000 feet of project activities?
(If unsure, answer ""Yes."")

Note: If there are trees within the action area that may provide potential roosts for tricolored bats (e.g., clusters of leaves in live and dead deciduous trees, Spanish moss (*Tillandsia usneoides*), clusters of dead pine needles of large live pines) answer ""Yes."" For a complete definition of suitable summer habitat for the tricolored bat, please see Appendix A in the [Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines](#).

Yes

58. Do any of the trees proposed for cutting or other means of knocking down, bringing down, topping, or trimming provide potential roosts for tricolored bats (e.g., clusters of leaves in live and dead deciduous trees, Spanish moss (*Tillandsia usneoides*), clusters of dead pine needles of large live pine trees)?

Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>.

Yes

59. Will any tree cutting/trimming or other knocking or bringing down of trees be conducted during the Pup Season for tricolored bat? **Note:** Bat activity periods for your state can be found in Appendix 2 of the Service's [Northern Long-eared Bat and Tricolored Bat Voluntary Environmental Review Process for Developmental Projects](#).

No

60. Do you have any documents that you want to include with this submission?

No

PROJECT QUESTIONNAIRE

Enter the extent of the action area (in acres) from which trees will be removed - round up to the nearest tenth of an acre. For this question, include the entire area where tree removal will take place, even if some live or dead trees will be left standing.

3.3

IPAC USER CONTACT INFORMATION

Agency: Massachusetts Department of Transportation

Name: Emily Puglisi

Address: 10 Park Plaza

City: Boston

State: MA

Zip: 02116

Email emily.a.puglisi@dot.state.ma.us

Phone: 6178964424

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Highway Administration

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DOCUMENT A00875

**POLICY DIRECTIVE P-22-001
AND
POLICY DIRECTIVE P-22-002**

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Number: P-22-001
Date: 9/23/22

POLICY DIRECTIVE

Jonathan Gulliver (signature on original)

HIGHWAY ADMINISTRATOR

Off-Site Stockpiling of Soil from MassDOT Construction Projects

Purpose

The purpose of this Policy Directive is to formally establish a policy and procedures for managing and stockpiling soil generated and transported from MassDOT construction projects. This Policy Directive does not supersede any Federal, State, or Local regulations.

Date of Effect

This Policy Directive is effective immediately for all projects, including active construction projects.

For active construction projects and for other projects advertised prior to October 15, 2022, changes to the contract documents needed to implement the requirements of this Policy Directive will be considered on a case-by-case basis and shall be approved by the District Highway Director, as necessary.

For projects advertised on or after October 15, 2022, MassDOT will include the requirements and implementation procedures of this Policy Directive in the construction contract documents.

Policy Requirements

This policy is intended to prevent the off-site relocation of excavated soil generated from MassDOT projects to areas near residential receptors and to control potential fugitive dusts and/or contaminants. To that end, excavated soil may not be moved from the project site without knowledge of the content of the material. Knowledge may include visual field observations for presence of staining, odor, and/or debris, screening with a photoionization detector (PID), laboratory analysis, and/or site history. Pavement millings and other non-soil materials are not subject to the requirements of this Policy Directive.

Moving soil from a MassDOT project site to a temporary off-site storage location must be approved in writing by the District Highway Director.

The Contractor must select a storage location that is at least 500 feet away from residential receptors, as defined herein to include, but not be limited to, residential dwellings, residentially

zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities.

Temporary off-site storage of excavated soil from a MassDOT project is only permissible at a location approved and permitted by MassDOT. The temporary storage location should be located within the same municipality where the soil was excavated, where possible. Stockpiled soil must be securely covered, and appropriate measures must be taken to minimize fugitive dust and erosion.

Signs indicating the source of the soil, the date the soil was generated, and contact information must be erected and maintained until the stockpiled soils are transported to a disposal facility or reused on the project site.

Implementation Procedures

To ensure that off-site storage of excavated soils is managed properly on MassDOT projects, this policy requires the following:

1. Off-Site Stockpile Storage Locations

- a. The Contractor shall provide proposed off-site storage locations to the Engineer for approval at least 30 days prior to transporting soil off site. Off-site storage locations should be in the same municipality as the work site.
- b. The Contractor shall keep excavated soil on site until adequately characterized to the satisfaction of the Engineer.
- c. The Contractor shall provide notification of the approved off-site storage location to the local Board of Health and the Town Manager's/Mayor's Office at least 7-days prior to transporting soil off site.
- d. The Contractor shall provide the Engineer with at least 3-days' notice prior to transporting soil off site.
- e. For off-site storage locations on MassDOT property, the Contractor is required to obtain an Access Permit through the District Permits Office prior to storage of soil or other materials. MassDOT will issue these permits at no cost to the Contractor. Information to be submitted by the Contractor as part of the permit application shall include:
 - i. A description of material to be stored off-site, including available analytical data;
 - ii. A figure of the location with distances to residences and residential receptors; and
 - iii. Anticipated duration of temporary storage.
- f. Stockpile locations should not be within 500 feet of residential receptors (e.g., residential dwellings, residentially zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities).
 - i. If the stockpile location must be within 500 feet of residential receptors, then soil must be less than RCS-1 (per 310 CMR 40.1600) and free of potentially hazardous or regulated items.

- g. For off-site storage locations on non-MassDOT property, the Contractor must notify the property owner(s) at least 7 days prior to transporting material.
- h. Exceptions to these rules will be reviewed by MassDOT and may be approved by the District Highway Director on a case-by-case basis.

2. Off-Site Stockpile Management

- a. The Contractor shall keep soil stockpiles on impermeable surfaces (e.g., asphalt or concrete) or on 10-mil polyethylene sheeting.
- b. The Contractor shall cover soil stockpiles with 10-mil polyethylene sheeting and surround with a berm made of hay bales, straw wattles, or similar.
 - i. Piles that are actively being worked on must be covered and re-secured at the end of the work shift.
- c. The Contractor shall label stockpiles with signs, including:
 - i. Location of origin (including any Release Tracking Numbers)
 - ii. Stockpile ID number (including MassDOT District office-assigned tracking ID, if different)
 - iii. Date of initial accumulation
 - iv. Applicable telephone numbers for the Contractor and MassDOT.
- d. The Contractor shall mitigate fugitive dust at storage locations under the direction of an appropriately trained/certified environmental professional.
- e. The Contractor shall remedy noncompliance with this policy within 48 hours.
- f. The Contractor shall remedy noncompliance with this policy on the SAME DAY for potentially hazardous material, as determined by the Engineer.
- g. The Contractor shall handle excavated soil according to federal, state, and local regulations.
- h. The Contractor shall use appropriate shipping documents for all movements of excavated soil on public roadways (e.g., Bill of Lading, Material Shipping Record, Manifest, Asbestos Waste Shipment Record, etc.).

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Number: P-22-002
Date: 9/23/22

POLICY DIRECTIVE

Jonathan Gulliver (signature on original)

HIGHWAY ADMINISTRATOR

Use of MassDOT Property for Staging and other Construction-Related Operations

Purpose

This Policy Directive is intended to address the use of MassDOT property by MassDOT Contractors for construction staging and other construction-related operations that are not specifically defined in the construction contract. Such use of MassDOT property will only be allowed if permitted by the District Office in accordance with 700 CMR 13.00, Approval of Access to MassDOT Highways and Other Property. This includes the use of MassDOT property for staging, laydown, and storage of equipment and materials, including soil excavated from a project site.

This Policy Directive requires the Contractor/applicant to obtain a Non-Vehicular Access Permit from MassDOT to use MassDOT property for these purposes.

This Policy Directive is effective immediately and applies to all MassDOT construction projects.

General Permit Considerations and Conditions

In addition to other normal MassDOT Access Permit procedures, MassDOT shall consider the following during the application, review, implementation and monitoring processes of Access Permits required by this Policy Directive:

- Storage and placement of the Contractor’s equipment and materials should not be allowed within the clear zone of the roadway.
- Stockpiled soils should not be located within 500 feet of residential receptors, as defined herein to include, but not be limited to, residential dwellings, residentially zoned property, schools, daycare facilities, playgrounds, parks, recreational areas, hospitals, elderly housing and convalescent facilities.
- The Contractor/applicant shall identify the access/egress locations of the proposed storage areas. MassDOT will only approve locations determined to be safe for roadway users, construction workers and the general public.
- The Contractor may be required to submit a Traffic Management Plan and/or Lighting Plan for MassDOT review and approval as part of the permit application, depending on the proposed use of the area.

- The Contractor shall submit the permit application through MassDOT's online State Highway Access Permit System (SHAPS).
- MassDOT will waive the permit application fee for any application received from a MassDOT Contractor for any permit required by this Policy Directive and will waive any subsequent amendment and extension fees that may otherwise be required.
- MassDOT will review the permit application in accordance with applicable standard procedures and will apply standard permit terms and conditions, as necessary.
- The Resident Engineer will verify that the permit is approved before allowing the Contractor to use the affected area for the requested purpose.
- Areas permitted are for use by the approved applicant only and are not to be shared with or used by other vendors. Subcontractors specifically engaged with the applicant working on the specific MassDOT project will be allowed to use the area in accordance with the terms of the permit.
- Permits are issued on an annual basis and will require the Contractor to file for an extension each year to continue use.

Exemptions from Permit Requirements

Equipment and materials being used for active construction operations and located within the work zone of the construction contract are exempt from this permit requirement, provided they do not interfere with the safety or operation of the roadway or the work zone. Examples of these types of exempt uses are:

- Equipment and materials parked or stored within a protected (barriered) work zone.
- Materials placed in the work zone prior to same-day installation or use.
- Soils excavated temporarily and scheduled to be replaced, such as for trenching operations or for installation of drainage structures.

DOCUMENT B00420

PROPOSAL

LINCOLN

For: **Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad**

COMMONWEALTH OF MASSACHUSETTS

LOCATION

The work referred to herein is in the Town of LINCOLN in Middlesex County, in the Commonwealth of Massachusetts, and is shown by the locus map (Document 00331) in the Proposal Pamphlet, the work locations extend as follows:

Project Begin Station 18+75.00

Project End Station 27+75.00

The contract prices shall include the furnishing of all materials (except as otherwise herein specified), the performing of all the labor requisite or proper, the providing of all necessary machinery, tools, apparatus and other means of construction, the doing of all the abovementioned work in the manner set forth, described and shown in the specifications and on the drawings for the work, and in the form of contract, and the completion thereof within **2027 CALENDAR DAYS** upon receipt of a Notice to Proceed, except that if the completion date falls between December 1 and March 15 then the same number of days beyond December 1st will be extended after March 15th.

The Work of this project is described by the following Items and quantities.

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Project # 86461		Contract # 132405		
Location : LINCOLN				
Description : Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
101.	2	CLEARING AND GRUBBING AT _____ PER ACRE		
101.23	0.21	SELECTIVE CLEARING AND THINNING AND RELATED HERBICIDE TREATMENT ON LINCOLN CONSERVATION LAND AT _____ PER ACRE		
102.	1	SELECTIVE CLEARING AND THINNING AT _____ PER ACRE		
102.3	40	HERBICIDE TREATMENT OF INVASIVE PLANTS AT _____ PER HOUR		
102.33	24	INVASIVE PLANT MANAGEMENT STRATEGY AT _____ PER HOUR		
102.511	3	TREE PROTECTION - ARMORING AND PRUNING AT _____ EACH		
102.513	50	AIR EXCAVATION AND ROOT PRUNING AT _____ PER FOOT		
102.522	50	TREE AND PLANT PROTECTION FENCE - CHAIN LINK AT _____ PER FOOT		
102.531	1	TREE CARE - PRUNING AT _____ EACH		

Project # 86461		Contract # 132405		
Location : LINCOLN				
Description : Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
102.533	720	TREE CARE - WATERING AT _____ PER GALLON		
102.55	24	ARBORIST AT _____ PER HOUR		
114.1	1	DEMOLITION OF SUPERSTRUCTURE OF BRIDGE NO. L-12-002 (2N2) AT _____ LUMP SUM		
120.	1,500	EARTH EXCAVATION AT _____ PER CUBIC YARD		
127.	25	CONCRETE EXCAVATION AT _____ PER CUBIC YARD		
127.1	25	REINFORCED CONCRETE EXCAVATION AT _____ PER CUBIC YARD		
127.42	12	REINFORCED CONCRETE DECK EXCAVATION AND REPAIR (FULL DEPTH) AT _____ PER CUBIC YARD		
127.43	130	REINFORCED CONCRETE DECK EXCAVATION AND REPAIR (PARTIAL DEPTH) AT _____ PER SQUARE YARD		
140.	710	BRIDGE EXCAVATION AT _____ PER CUBIC YARD		

Project # 86461		Contract # 132405		
Location : LINCOLN				
Description : Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
141.1	30	TEST PIT FOR EXPLORATION AT _____ PER CUBIC YARD		
142.	100	CLASS B TRENCH EXCAVATION AT _____ PER CUBIC YARD		
144.	20	CLASS B ROCK EXCAVATION AT _____ PER CUBIC YARD		
150.	200	ORDINARY BORROW AT _____ PER CUBIC YARD		
151.	300	GRAVEL BORROW AT _____ PER CUBIC YARD		
151.2	675	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES AT _____ PER CUBIC YARD		
170.	1,100	FINE GRADING AND COMPACTING - SUBGRADE AREA AT _____ PER SQUARE YARD		
180.01	1	ENVIRONMENTAL HEALTH AND SAFETY PROGRAM AT _____ LUMP SUM		
180.02	1,200	PERSONAL PROTECTION LEVEL C UPGRADE AT _____ PER HOUR		

Project # 86461		Contract # 132405		
Location : LINCOLN				
Description : Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
180.03	400	LICENSED SITE PROFESSIONAL SERVICES AT _____ PER HOUR		
181.11	1,300	DISPOSAL OF UNREGULATED SOIL AT _____ PER TON		
181.12	542	DISPOSAL OF REGULATED SOIL - IN-STATE FACILITY AT _____ PER TON		
181.13	217	DISPOSAL OF REGULATED SOIL - OUT-OF-STATE FACILITY AT _____ PER TON		
181.14	109	DISPOSAL OF HAZARDOUS WASTE AT _____ PER TON		
182.1	1	INSPECTION AND TESTING FOR ASBESTOS AT _____ LUMP SUM		
182.2	200	REMOVAL OF ASBESTOS AT _____ PER FOOT		
184.1	10	DISPOSAL OF TREATED WOOD PRODUCTS AT _____ PER TON		
220.	1	DRAINAGE STRUCTURE ADJUSTED AT _____ EACH		

Project # 86461		Contract # 132405		
Location : LINCOLN				
Description : Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
227.3	7	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT AT _____ PER CUBIC YARD		
309.1	1	INSTALLATION OF WATER LINE AND APPURTENANCES AT _____ LUMP SUM		
402.	50	DENSE GRADED CRUSHED STONE FOR SUB-BASE AT _____ PER CUBIC YARD		
415.3	1,500	PAVEMENT MICRO MILLING AT _____ PER SQUARE YARD		
415.4	185	BRIDGE PAVEMENT MILLING AT _____ PER SQUARE YARD		
431.	300	HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE AT _____ PER SQUARE YARD		
440.	67,000	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL AT _____ PER POUND		
443.	100	WATER FOR ROADWAY DUST CONTROL AT _____ PER 1000 GALLONS		
450.22	10	SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5) AT _____ PER TON		

Project # 86461		Contract # 132405		
Location : LINCOLN				
Description : Superstructure Replacement, L-12-002, Concord Road (Route 126) over MBTA/CSX Railroad				
ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
450.231	290	SUPERPAVE SURFACE COURSE - 12.5 POLYMER (SSC - 12.5 - P) AT _____ PER TON		
450.31	100	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC -12.5) AT _____ PER TON		
450.42	100	SUPERPAVE BASE COURSE - 37.5 (SBC - 37.5) AT _____ PER TON		
450.601	50	SUPERPAVE BRIDGE SURFACE COURSE - 9.5 POLYMER (SSC-B - 9.5 - P) AT _____ PER TON		
450.701	90	SUPERPAVE BRIDGE PROTECTIVE COURSE - 9.5 POLYMER (SPC-B - 9.5 - P) AT _____ PER TON		
451.	200	HMA FOR PATCHING AT _____ PER TON		
452.	300	ASPHALT EMULSION FOR TACK COAT AT _____ PER GALLON		
453.	1,100	HMA JOINT ADHESIVE AT _____ PER FOOT		
458.6	20	CRUSHED STONE BALLAST AT _____ PER CUBIC YARD		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
470.	30	HOT MIX ASPHALT BERM AT _____ PER TON		
472.	25	TEMPORARY ASPHALT PATCHING AT _____ PER TON		
482.5	1,100	SAWCUTTING ASPHALT PAVEMENT FOR BOX WIDENING AT _____ PER FOOT		
506.	300	GRANITE CURB TYPE VB - STRAIGHT AT _____ PER FOOT		
509.	40	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT AT _____ PER FOOT		
514.	1	GRANITE CURB INLET - STRAIGHT AT _____ EACH		
520.21	200	PRECAST CONCRETE LOT CURB AT _____ PER FOOT		
594.	60	CURB REMOVED AND DISCARDED AT _____ PER FOOT		
620.132	525	GUARDRAIL, DEEP POST (SINGLE FACED AND POWDER COATED) AT _____ PER FOOT		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
620.14	760	GUARDRAIL, TL-3 (SINGLE FACED AND POWDER COATED) AT _____ PER FOOT		
627.12	3	TRAILING ANCHORAGE (POWDER COATED) AT _____ EACH		
627.831	3	GUARDRAIL TANGENT END TREATMENT, TL-3 (POWDER COATED) AT _____ EACH		
628.241	4	TRANSITION TO BRIDGE RAIL - (POWDER COATED) AT _____ EACH		
628.305	6	TEMPORARY IMPACT ATTENUATOR, NON-REDIRECTIVE, TL-3 AT _____ EACH		
630.2	1,400	HIGHWAY GUARD REMOVED AND DISCARDED AT _____ PER FOOT		
657.	2,400	TEMPORARY FENCE AT _____ PER FOOT		
669.	300	FENCE REMOVED AND STACKED AT _____ PER FOOT		
697.1	7	SILT SACK AT _____ EACH		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
710.4	3	BOUND - PLAIN GRANITE AT _____ EACH		
711.	7	BOUND REMOVED AND RESET AT _____ EACH		
722.2	1	SCHEDULE OF OPERATIONS (TYPE B) - FIXED PRICE \$85000 AT Eighty Five Thousand Dollars LUMP SUM	\$85,000.00	\$85,000.00
734.02	1	INTERPRETIVE SIGN - NPS STANDARD AT _____ EACH		
740.	67	ENGINEER'S FIELD OFFICE AND EQUIPMENT (TYPE A) AT _____ PER MONTH		
748.	1	MOBILIZATION AT _____ LUMP SUM		
751.7	170	COMPOST BLANKET AT _____ PER CUBIC YARD		
765.21	10	ANNUAL COVER CROP FOR NATIVE SEEDING AT _____ PER POUND		
765.415	8	NATIVE SHORT GRASSLAND MIX AT _____ PER POUND		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
765.472	7	STEEP SLOPE MID-HEIGHT MIX AT _____ PER POUND		
765.635	2,250	NATIVE SEEDING AND ESTABLISHMENT AT _____ PER SQUARE YARD		
767.122	3,000	SEDIMENT BARRIER - COIR LOG AT _____ PER FOOT		
769.1	500	PAVEMENT MILLING MULCH FOR SHOULDERS AT _____ PER SQUARE YARD		
773.436	5	PINE - WHITE 5-6 FEET AT _____ EACH		
776.521	2	MAPLE - RED 8-10 FEET / #15 AT _____ EACH		
776.525	2	MAPLE - RED 1-1.5 INCH CALIPER AT _____ EACH		
777.033	5	OAK - NORTHERN RED 1-1.5 INCH CALIPER AT _____ EACH		
777.035	3	OAK - NORTHERN RED 8-10 FEET AT _____ EACH		

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777.037	2	OAK - BLACK 1-1.5 INCH CALIPER AT _____ EACH		
783.058	1	CUMULUS SERVICEBERRY - 1.5 INCH CALIPER AT _____ EACH		
789.335	3	CHOKEBERRY - BLACK 2-3 FEET/#3 AT _____ EACH		
789.802	10	SWEETFERN 2-3 FEET AT _____ EACH		
794.330	9	SUMAC - SMOOTH 2-3 FEET AT _____ EACH		
795.120	6	SUMAC - STAGHORN 3-4 FEET AT _____ EACH		
795.240	9	VIBURNUM - MAPLELEAF 3-4 FEET AT _____ EACH		
810.1	1,000	2 - 4 INCH UNDERGROUND CONCRETE ENCASED CONDUIT (EVERSOURCE) AT _____ PER FOOT		
810.2	300	2 - 4 INCH UNDERGROUND CONCRETE ENCASED CONDUIT (VERIZON/MBTA-COMMUNICATIONS) AT _____ PER FOOT		

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Location : LINCOLN				
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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
810.4	300	PTC OVERHEAD WIRE RELOCATION AT _____ PER FOOT		
810.5	1,200	RELOCATED ELECTRIC (8-4 INCH PVC SCHEDULE 80) UNDERGROUND CONDUIT DUCTBANK (MBTA) AT _____ PER FOOT		
810.6	1,000	RELOCATED PTC/ATC UNDERGROUND 3-1.5 INCH CONDUIT DUCTBANK (MBTA) AT _____ PER FOOT		
810.7	1	RELOCATED OVERHEAD ELECTRICAL SERVICE TO MBTA FACILITY AT _____ LUMP SUM		
810.8	1	FIRE ALARM CABLE REMOVED AND DISCARDED AT _____ LUMP SUM		
811.15	2	ELECTRIC MANHOLE (MBTA) AT _____ EACH		
811.28	1	TELEPHONE HANDHOLE 2'X3'X3' (VERIZON) AT _____ EACH		
811.29	1	ELECTRIC MANHOLE 4'X6'X6' (EVERSOURCE) AT _____ EACH		
811.32	2	PULL BOX 4'X2.5'X4' (MBTA) AT _____ EACH		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
816.811	1	PORTABLE TRAFFIC CONTROL SIGNAL SYSTEM AT _____ LUMP SUM		
847.1	3	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL AT _____ EACH		
850.41	2,500	ROADWAY FLAGGER AT _____ PER HOUR		
851.1	60	TRAFFIC CONES FOR TRAFFIC MANAGEMENT AT _____ PER DAY		
852.	700	SAFETY SIGNING FOR TRAFFIC MANAGEMENT AT _____ PER SQUARE FOOT		
852.12	4	TEMPORARY PEDESTRIAN CURB RAMP AT _____ EACH		
853.1	12	PORTABLE BREAKAWAY BARRICADE TYPE III AT _____ EACH		
853.33	700	TEMPORARY BARRIER - LIMITED DEFLECTION (TL-3) AT _____ PER FOOT		
853.403	60	TRUCK MOUNTED ATTENUATOR AT _____ PER DAY		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
853.8	400	TEMPORARY ILLUMINATION FOR WORK ZONE AT _____ PER DAY		
854.016	6,000	TEMPORARY PAVING MARKINGS - 6 INCH (PAINTED) AT _____ PER FOOT		
854.1	5,000	PAVEMENT MARKING REMOVAL AT _____ PER SQUARE FOOT		
856.	1,600	ARROW BOARD AT _____ PER DAY		
856.12	3,700	PORTABLE CHANGEABLE MESSAGE SIGN AT _____ PER DAY		
859.1	9,100	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING WARNING LIGHTS AT _____ PER DAY		
860.112	500	12 INCH REFLECTORIZED WHITE LINE (PAINTED) AT _____ PER FOOT		
866.106	2,000	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) AT _____ PER FOOT		
867.106	2,000	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) AT _____ PER FOOT		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
904.	50	4000 PSI, 3/4 INCH, 610 CEMENT CONCRETE AT _____ PER CUBIC YARD		
909.2	50	CEMENTITIOUS MORTAR FOR PATCHING AT _____ PER SQUARE FOOT		
912.4	180	DRILLED AND GROUTED #4 DOWELS AT _____ EACH		
912.5	1,210	DRILLED AND GROUTED #5 DOWELS AT _____ EACH		
950.11	1	TEMPORARY SUPPORT OF EXCAVATION AT _____ LUMP SUM		
950.2	1	PERMANENT SUPPORT OF EXCAVATION AT _____ LUMP SUM		
987.3	1,080	SPECIAL SLOPE PAVING UNDER BRIDGE - CEMENT CONCRETE AT _____ PER SQUARE YARD		
993.31	1	TEMPORARY PEDESTRIAN / UTILITY BRIDGE AT _____ LUMP SUM		
994.01	1	TEMPORARY PROTECTIVE SHIELDING BRIDGE NO. L-12- 002 (2N2) AT _____ LUMP SUM		

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ITEM #	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
995.	1	BRIDGE SUPERSTRUCTURE, BRIDGE NO.L-12-002 (2N2) AT _____ LUMP SUM		
995.019	1	GEOTECHNICAL MONITORING INSTRUMENTATION AT _____ LUMP SUM		
996.401	1	TEMPORARY GRS-IBS-GEOSYNTHETIC REINFORCED SOIL ABUTMENTS AND WINGWALLS AT _____ LUMP SUM		
Total Qty:		135,098.21		

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