

# PROJECT MANUAL



## Paving & Bridge Deck Repairs Fort Hill Road

**BID # EA26-03**

**Issued On: April 22, 2026**

**Bid Due: May 18, 2026 at 10:30AM**

City of Easthampton

Salem Derby, Mayor

Greg Nuttelman, DPW Director

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## SECTION 1 - INVITATION TO BID

**2.01 The City of Easthampton** invites sealed bids for furnishing all labor, equipment and materials and for performing all work in connection with a construction contract for the **Paving & Bridge Deck Repairs - Fort Hill Road**. This project is funded by MGL Chapter 90 and all bidders must be pre-qualified by massDOT in the category **BRIDGE – DECK REPAIRS**.

### **2.02 Mandatory Pre-Bid Conference**

**Interested Bidders are required to attend a mandatory pre-bid conference to be held at 10:30 AM Eastern Daylight-Saving Time, on May 7, 2026 at the Municipal Building, 50 Payson Avenue, Top Floor School Dept. Conference Room, Easthampton, Massachusetts, 01027.**

### **2.03 Questions**

**Bidders will be able to submit written questions until 10:30AM on May 11, 2026.** Bidders shall submit all questions about the meaning or intent of the Bidding Documents to the City's engineering staff in writing at [engineering@easthamptonma.gov](mailto:engineering@easthamptonma.gov). Contact information and submittal procedures for such questions are found in Section 2: Instructions to Bidders.

### **2.04 Bid Submission**

Sealed Bids for the General Contract must be delivered to the City of Easthampton, Procurement Officer, Municipal Building - 50 Payson Avenue, Room 134, Easthampton, MA 01027, or placed in the secure drop box adjacent to the elevator vestibule, **prior to 10:30AM Eastern Daylight Savings Time, on May 18<sup>th</sup> 2026**, at which time the bids will be publicly opened and read aloud at 50 Payson Avenue in the First Floor Conference Room. Bids received after the above time and date will not be accepted and will be returned to the Bidder unopened.

Procedures regarding bids and the selection of contractors shall be in conformity with the Massachusetts General Laws, Chapter 30, Section 39M, as amended to date.

**2.05 Inclement Weather** In the case of inclement weather resulting in 50 Payson Avenue being closed on the date of bid opening; the bid opening will be re-scheduled 24 hours until Tuesday, May 19, 2026 at 10:30AM.

### **2.06 Estimated Construction Cost**

Bids shall be submitted on a lump sum based on estimated quantities included within the Bid Form. The estimated construction cost for the base bid and alternate is \$ 1,115,000.

### **2.07 Project Completion**

The successful bidder shall be required to substantially complete the entire project on or before October 15, 2026 and fully complete the project, including final billing and project acceptance, on or before November 15, 2026.

Award Contract on or about May 25, 2026

Contract In-Place June 15, 2026

Issue Notice to Proceed on or about June 22, 2026

Complete Work (100%) on or before November 15, 2026 (approximately 21 weeks)

## SECTION 2 - INSTRUCTIONS TO BIDDERS

### 2.00 General

The City of Easthampton invites sealed bids for furnishing all labor, materials and equipment for performing all work in connection with a construction contract for **Repaving & Bridge Deck Repairs - Fort Hill Road BID # EA 26-03**, dated April 22, 2026. The project involves the removal of the existing bridge deck wear surface, sounding of the concrete to identify unacceptable areas, outlining and removal of unacceptable concrete, evaluation and repair of exposed deck reinforcement as directed, placement of cement concrete, installation of membrane waterproofing, installation of new bridge deck, pavement reclamation and bituminous concrete roadway paving. Project cost is estimated to be \$ 1,115,000.

### 2.01 Bid Submission

A. Procedures regarding bids and the selection of contractors shall be in conformity with the Massachusetts General Laws, Chapter 30, Section 39M, as amended to date.

B. All signed and sealed bids must be delivered to the City of Easthampton, Procurement Officer, 50 Payson Avenue, Room 134, Easthampton, MA 01027 or placed in the secure drop box at 50 Payson Avenue, **prior to 9:30 AM Eastern Daylight Savings Time, on May 18, 2026** at which time the bids will be publicly opened and read aloud at 50 Payson Avenue in the First Floor Conference Room. Bids received after the above time and date will not be considered and will be returned to bidder unopened.

C. Each bidder shall submit one (1) original of their bid.

D. The Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project Title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and all other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

E. Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

F. All submitted bids shall include all documents in the Bid Package completed. The bidder's attention is directed to the fact that all Bid Forms and Certifications must be completed. These include:

1. Bid Form (Section 4 – 16 Pages)
2. Evidence of MassDOT Prequalification: Category [ **Bridge Deck Repairs** ]
3. Bid Bond (as specified in the contract documents)

**G.** Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of conditions at the project site, the difficulties to completing the work and the plans and specifications and to have fully informed himself thoroughly as to the special conditions, contract requirements, and other documents issued with this bid.

**H.** The City of Easthampton may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time specified in the Invitation to Bid will not be considered.

**I.** The City of Easthampton may cancel this Invitation to Bid, or reject in whole or in part any and all bids, if the City determines that the cancellation or rejection serves the best interests of the City of Easthampton

## **2.02 Intent**

The intent of this Bid request is to obtain an offer to perform work to complete the Repaving and Bridge Deck Repairs - Fort Hill Road on a lump sum bid based on estimated quantities.

## **2.03 Work Identified in Contract Documents**

The work includes the following: The removal of the existing bridge deck wear surface, sounding of the concrete to identify unacceptable areas, outlining and removal of unacceptable concrete, evaluation and repair of exposed deck reinforcement as directed, placement of cement concrete, installation of membrane waterproofing, install new bridge deck, pavement reclamation and bituminous concrete roadway paving.

## **2.04 Contract Performance Time**

**A.** The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

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

**C.** The successful bidder will be required to substantially complete the entire project including acceptance and submission of a final pay request on or before November 15, 2026.

**D.** The bidder, in submitting an offer, accepts the Contract Time period for performing the Work and agrees to monetary damages as outlined in the contract documents.

## **2.05 Definitions**

**A.** Bid Documents: Project Manual, Plans and Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form and Bid security identified.

**B.** Bid, Offer, or Bidding: Act of submitting an offer.

**C.** Bid Price, Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

**D.** Owner: City of Easthampton

**E.** Design Engineers: McClure Engineering Company.

**F.** Issuing Office: The office from which the Bidding Documents are to be issued, and which registers plan holders.

## **2.06 Contract Documents Identification**

The Contract Documents are identified as **Project Manual Repaving & Bridge Deck Repairs Fort Hill Road – Bid No. EA26-03**, dated April 22, 2026.

## **2.07 Availability**

**A.** Bid Documents shall be made available upon receipt of an email request to [engineering@easthamptonma.gov](mailto:engineering@easthamptonma.gov). Bid Documents shall be provided to requestors in electronic format. **No printed copies of the documents will be distributed by the City of Easthampton.**

**B.** Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents or Project Manual). See the Agreement for a List of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

**C.** Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

**D.** Owner has established a process for requesting Bidding Documents as indicated in the Advertisement or Invitation to Bid. Owner recommends that Bidder register as a plan holder with the Issuing Office and obtain a complete set of the Bidding Documents from the City Procurement Officer. Bidders may rely that sets of Bidding Documents obtained from the City's Procurement Officer are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner, but should check with the Procurement Officer periodically for issued addenda.

## **E. Electronic Documents**

**1.** When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader DC or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee

that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

2. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **2.08 Bid Documents**

A. Bid Documents will be available through an email request made to [engineering@easthamptonma.gov](mailto:engineering@easthamptonma.gov). No printed hard copies of the bid documents will be distributed by the City.

B. Immediately notify the Engineering Staff upon finding discrepancies or omissions in the Bid Documents.

### **3.09 Bidder's Representations and Certifications**

A. Express representations and certifications in Bid Form and Agreement. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of the Project location, a Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

### **3.10 Inquires & Addenda**

A. Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

B. Questions concerning the meaning or intent of the Bidding Documents shall be submitted in writing to [engineering@easthamptonma.gov](mailto:engineering@easthamptonma.gov). The deadline for submitting questions shall be end of business day on May 8, 2026. The City Contact information for such questions are as follows:

Engineering Staff  
City of Easthampton  
50 Payson Avenue  
Easthampton, MA 01027  
[engineering@easthamptonma.gov](mailto:engineering@easthamptonma.gov)

**C.** Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than nine days prior to the date for opening of Bids may not be answered.

**D.** Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

### **2.11 Product / Assembly / System Substitutions**

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

**B.** All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

**C.** Any and all references to commercial types, styles, or trade names and catalogues are intended to be descriptive only and not restrictive. The intention is to indicate to the bidders the kind and quality of the articles which will be necessary.

### **2.12 Site Examination**

**A.** On request, to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner’s authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected sites.

**B.** Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

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

**D.** Bidders are strongly encouraged to visit the project site to familiarize themselves with the project and the conditions and difficulties of accomplishing the work within the specified performance time.

**E.** Bidders are required to submit their Bids, upon the following express conditions which shall apply to and be deemed a part of every Bid received. Bidders must satisfy themselves by personal examination of the site of the Work, and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid, and neither the Engineer nor the Owner makes any warranty or representation as to any of said matters or as to the accuracy of the methods by which any descriptions or estimates have been obtained.

**F.** All information given on Drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of Bidders and is not guaranteed nor is the quality of the sources of such information guaranteed.

**G.** It is agreed and understood that the Owner and Engineer do not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as, or similar to, those indicated on the Drawings or in the other Contract Documents. It is agreed further and understood that no Bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

### **2.13 Mandatory Pre-Bid Conference**

**A.** A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or Invitation to Bid. Representatives of Owner and Engineer will be present to review and discuss the Project.

**B.** Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

### **2.14 Evidence of Qualifications**

**A.** Bidder shall upon request, submit the following information to demonstrate Bidder's qualifications to perform the Work:

1. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
2. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

3. Bidder's state or other contractor license number, if applicable.
4. Subcontractor and Supplier qualification information.
5. Other required information regarding qualifications.

**B.** A Bidder's failure to submit required qualification information upon request may disqualify Bidder from receiving an award of the Contract.

**C.** No requirement in this Section to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**D.** No award will be made to any Bidder who cannot satisfy to the Owner that he has sufficient ability and experience in this class of work and sufficient capital, workforce and equipment to enable him to prosecute and complete the Work successfully within the time named. The Owner's decision or judgment on these matters shall be final, conclusive and binding.

**E.** The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information relating to the ability and experience of the Bidder as the Owner may request. **THE OWNER RESERVES THE RIGHT TO REJECT ANY BID OF A BIDDER WHO CANNOT SATISFY THE OWNER THAT HE HAS SUFFICIENT EXPERIENCE TO SUCCESSFULLY COMPLETE THE PROJECT.**

#### **2.15 Subcontractors / Suppliers / Others**

**A.** A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

**B.** If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

**C.** If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Section 05 Agreement.

**D.** The Owner reserves the right to reject a proposed Subcontractor/supplier for reasonable cause.

## **2.16 Bid Preparation**

**A.** The Bid Form is included with the Bidding Documents (Sec 4\_Bid Form).

1. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein (as applicable).

2. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the word "No Bid". If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

**B.** A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

**C.** A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

**D.** A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

**E.** A Bid by an individual must show the Bidder's name and official address.

**F.** A Bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

**G.** All names must be printed in ink below the signatures.

**H.** The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

**I.** Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

**J.** The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

**K.** If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bidder shall provide evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid.

### **2.17 Submission Procedure**

**A.** Bidders shall be solely responsible for delivery of bids in manner and time prescribed and at the place indicated in the Bid Advertisement or Invitation to Bid.

**B.** The bid must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

**C.** Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

### **2.18 Bid Ineligibility**

**A.** Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alternations, or irregularities of any kind, may at the Owner's discretion, be declared unacceptable.

### **2.19 Bids to Remain Subject to Acceptance**

**A.** All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

### **2.20 Bid Modifications**

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

**B.** If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified above in Paragraph (A.) and submit a new Bid prior to the date and time for the opening of Bids.

**C.** After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or

the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

## **2.21 Security Deposit / Bid Deposit**

**A.** Bids shall be accompanied by a security deposit as follows:

**B.** Bid Security or a Bid Deposit in the form of certified check, bank order or bid bond issued by a surety company meeting the requirements of Section 05 Agreement. Such Bid bond will be issued in the form included in the Bidding Documents. Bid Bond must be, payable to the Owner, is required in an amount of five percent (5%) of Bidder's maximum Bid Price (determined by adding the base bid and all alternates as applicable).

**C.** The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

**D.** The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

**E.** Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

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

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

## **2.22 Performance Assurance**

The accepted/ successful Bidder shall provide both a Payment Bond and a Performance Bond in an amount equal to 50 percent (50%) of the total contract amount.

## **2.23 Insurance**

A. The Contractor will not be permitted to start any work until he has submitted certificates covering all insurances, to the Owner's satisfaction, called for under that subsection of the Agreement, titled "Insurance".

## **2.24 Bid Form Requirements**

A. Complete all requested information in the Bid Form.

B. The Owner is exempt from Massachusetts state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid.

## **2.25 Bid Form Signature**

A. Sign Bid Form, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal with signature.

2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal with each signature.

3. Corporation: Signature of a duly authorized signing officer in their normal signature. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/ secretary/ treasurer of the company submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.

4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for partnerships.

## **2.26 Additional Bid Information**

A. The general contractor shall apply for and obtain any permit as may be required by the City of Easthampton and will be responsible for costs associated therewith.

**B. Unit Price**

1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

2. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Section 05 Contract Agreement.

3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices (as applicable). Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### **C. Interpretation of Basic Estimates of Quantities for Unit Price Contracts**

1. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done, as shown in the Proposal. These quantities are approximate only, being given as a basis for the comparison of bids, and the Owner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class, item or portion of the work, as may be deemed necessary or expedient by the Owner.

2. Bidders are required to submit their estimate upon the following express conditions, which shall apply to and become part of every bid received, via: An increase or decrease in the quantity for any item or group of items shall not be regarded as cause for an increase or decrease in the prices, nor in the time allowed for the completion of the work, except as provided in the Contract.

3. The work has been divided into classes and items in order to enable the bidder to bid on the different portions of the work in accordance with his estimate of their cost, so that in the event of an increase or decrease in the quantities of any particular class of work the actual quantities of any particular class of work the actual quantities executed may be paid for at the price bid for that particular class of work.

### **2.27 Bid Opening**

**A.** Bids will be opened at the time and place indicated in the Bid Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. Bidders may be present.

### **B. Duration of Offer**

The time period for holding bids is sixty (60) days after the opening of bids.

### **C. Bid Comparison**

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

### **D. Bid Rejection**

Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible and eligible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

**E.** If Owner awards the contract for the Work, such award shall be awarded to the lowest responsible and eligible bidder on the basis of competitive Bids per MGL c30 § 39m.

**F.** The term, "Lowest responsible and eligible bidder," shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the Work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

**G. Evaluation of Bids**

1. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

3. For the determination of the apparent low Bidder, when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

4. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

5. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

6. Bids will be compared on the basis of the experience and competence of the bidders and on the basis of the totals of the quantities listed in the proposal under the enumerated items at the unit prices or lump sums bid for these items, as totaled up in Section 4 – Bid Form. The Contract will be awarded to the lowest responsible and eligible bidder as determined by the Owner and/or its authorized representatives or agents. However, the Owner may reject any and all bids if it is in the public interest to do so.

7. Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such items. The Owner reserves the right to reject, wholly, any bid on which an item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions for the Work are increased or decreased as provided in the Contract Documents.

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

### **2.28 Acceptance of Offer**

**A.** The Owner reserves the right to accept or reject any or all bids if it is in the public interest to do so.

**B.** The Owner will issue to the successful Bidder a written Notice of Award.

**C.** When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together electronic copies of the Contract Documents as stated in Sec 05\_Contract Agreement.

**END OF SECTION**

### SECTION 3 - CHECKLIST FOR BIDDERS

This Checklist is provided for Bidders' convenience only. Bidders are urged to read the Contract Documents carefully and use this form as an aid in the preparation of their bids.

1. \_\_\_\_\_ The Bid is submitted on the Bid Form provided by the Owner.
2. \_\_\_\_\_ The name of the Bidder has been provided on the Bid Form.
3. \_\_\_\_\_ All Addenda have been acknowledged on the Bid Form.
4. \_\_\_\_\_ The Proposed Contract Sum has been set forth in both words and numbers
5. \_\_\_\_\_ The Bid Form has been completed; all multiplication and addition has been re-checked for accuracy.
6. \_\_\_\_\_ The Bid Form is signed by an authorized representative of the Bidder.
7. \_\_\_\_\_ Company information has been provided (following signature section on Bid Form)
8. \_\_\_\_\_ A Bid Deposit in the amount of a minimum of 5% of the Proposed Bid price for the Contract work has been provided in the form of a certified check, cashier's check or treasurer's check made payable to the Owner, or in the form of a bid bond, signed and sealed by both the Bidder and Surety, with the Surety's current Power of Attorney attached.
9. \_\_\_\_\_ The information requested in the Affidavit as found in Section 4 has been provided and signed by the General Bidder.
10. \_\_\_\_\_ The Certification Statements on page two and three of the bid form has been read and understood by the General Bidder.
11. \_\_\_\_\_ The bid must be submitted to the Owner no later than the date and time prescribed and at the address indicated in the Instructions to Bidders section, in a plainly marked envelope with the Project title, and if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked bearing on the outside the words "BID ENCLOSED". BIDDERS ARE REMINDED THAT IT IS THEIR RESPONSIBILITY TO DELIVER THEIR BIDS TO THE OWNER NO LATER THAN THE TIME SET FOR OPENING OF BIDS. LATE BIDS WILL NOT BE ACCEPTED.

**SECTION 4 – BID FORM**

**TO:** City of Easthampton, Massachusetts

**PROJECT:** Bid # EA26-03 – Repaving & Bridge Deck Repairs Fort Hill Road  
in Easthampton, Massachusetts

**DATE:** \_\_\_\_\_

**SUBMITTED BY:**

(Full Name): \_\_\_\_\_

(Complete Address): \_\_\_\_\_

**The Owner reserves the right to reject any or all bids if it deems this action to be in its best interest or if it is in the public interest to do so.**

**1. ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty (60) business days, Saturdays, Sundays and legal Holidays excluded, from the bid closing date.

If the Owner accepts this bid within the time period stated above, we will:

- Submit an insurance certificate that complies with the requirements set forth in the Contract Documents to the Owner’s satisfaction.
- Execute the Agreement within ten (10) days of receipt of Notice of Award.
- Furnish the required 50 percent (50%) Payment Bond and 50 percent (50%) Performance Bond within ten (10) days of receipt of Notice of Award in the form described in Section 3 Instruction to Bidders.
- Commence work within seven (7) days after the issuance of a written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**2. CONTRACT TIME**

If this Bid is accepted, the successful bidder will be required to fully complete the entire project

including submission of a final pay request on or before November 15, 2026.

**3. BIDDING LAWS**

Bids for this contract are subject to MASSACHUSETTS GENERAL LAWS, CHAPTER 30, S. 39M, AS AMENDED TO DATE, and any other applicable provisions of the Massachusetts General Laws.

**4. ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**5. APPLICABLE GENERAL LAWS AND REGULATIONS**

This Contract is governed by applicable provisions of Massachusetts General Laws and Regulations and/or MGL Ch. 30-39M. Any provision violation of the foregoing shall be deemed null, void and of no effect.

**6. CERTIFICATION STATEMENTS**

Non-Collusion - The Undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture/partnership, corporation or other business or legal entity.

Tax Certification - The Undersigned certifies, under penalties of perjury, and pursuant to G.L. c.62c., s.49A, that to the best of his knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support.

Financial Position - The Undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant’s most recent pre-qualification statement and that the bid is in all respects bona fide, fair and made without collusion or fraud with any other person. “Person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells material, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

Labor Harmony - The Undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to s.44A.

Contractor Debarment - The Undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of

s.29 F of c.29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA Safety - The Undersigned hereby certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work. The Undersigned shall furnish documentation of successful completion of said course with the first certified payroll report for each employee and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

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

Undocumented Workers Certification - The undersigned bidder hereby certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

MGL C.30 S. 39M - The undersigned bidder hereby certifies under the pains and penalties of perjury acknowledgement that it is the bidder's responsibility to ensure compliance with MGL Chapter 30, Section 39M by all the subcontractors, suppliers, consultants, and others physically present at the construction site(s) and performing work that is the responsibility of the Contractor as specified herein or as defined in all applicable laws, statutes, or regulations.

## **7. BID TABULATION SHEET – BASE BID**

### Instructions:

1. Insert Unit Price (numeric amount in dollars and cents) under “Unit Price” for each Item.
2. Multiply the Estimated Quantity by the Unit Price and insert the product for “Total Amount” for each Item.
3. Add all products in the Total Price Column and insert the sum for the Total Estimated Price for Bid Evaluation Purposes.

**Bid Forms – REPAVING & BRIDGE DECK REPAIRS OF FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Price Written in Words</b>	<b>Unit Price in Figures</b>	<b>Total Amount in Figures</b>
102.51	5	Tree Protection – Trunk Protection	\$ _____	\$ _____
		Per Each		
120.1	850	Unclassified Excavation	\$ _____	\$ _____
		Per Cubic Yard		
127.4	4	Reinforced Concrete Deck Excavation (Full Depth)	\$ _____	\$ _____
		Per Square Yard		
127.41	4	Reinforced Concrete Deck Excavation (Partial Depth)	\$ _____	\$ _____
		Per Cubic Yard		
129.6	325	Bridge Pavement Excavation	\$ _____	\$ _____
		Per Square Yard		
151.	190	Gravel Borrow	\$ _____	\$ _____
		Per Cubic Yard		
170.	6,725	Fine Grading and Compacting – Subgrade Area	\$ _____	\$ _____
		Per Square Yard		
403.	6,560	Reclaimed Pavement for Base Course and/or Sub-Base	\$ _____	\$ _____
		Per Square Yard		
403.1	205	Crushed Stone for Blending	\$ _____	\$ _____
		Per Ton		

**Bid Forms – REPAVING & BRIDGE DECK REPAIRS OF FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Price Written in Words</b>	<b>Unit Price in Figures</b>	<b>Total Amount in Figures</b>
404.5	75	Reclaimed Pavement Borrow Material	\$ _____	\$ _____
		Per Cubic Yard		
440.	745	Calcium Chloride for Roadway Dust Control	\$ _____	\$ _____
		Per Pound		
443.	13	Water for Roadway Dust Control	\$ _____	\$ _____
		Per Thousand Gallons		
450.22	550	Superpave Surface Course – 9.5 (SSC – 9.5)	\$ _____	\$ _____
		Per Ton		
450.32	1,100	Superpave Intermediate Course – 19.0 (SIC – 19.0)	\$ _____	\$ _____
		Per Ton		
450.611	50	Superpave Bridge Surface Course – 12.5 Polymer (SSC-B – 12.5 – P)	\$ _____	\$ _____
		Per Ton		
452.	550	Asphalt Emulsion for Tack Coat	\$ _____	\$ _____
		Per Gallon		
453.	2,400	HMA Joint Adhesive	\$ _____	\$ _____
		Per Linear Foot		
472.	15	Temporary Asphalt Patching	\$ _____	\$ _____
		Per Ton		

**Bid Forms – REPAVING & BRIDGE DECK REPAIRS OF FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Price Written in Words</b>	<b>Unit Price in Figures</b>	<b>Total Amount in Figures</b>
482.3	235	Sawcutting Asphalt Pavement	\$ _____	\$ _____
		Per Linear Foot		
482.31	60	Sawing and Sealing Joints in Asphalt Pavement at Bridges	\$ _____	\$ _____
		Per Linear Foot		
702.	40	Hot Mix Asphalt Sidewalk or Driveway	\$ _____	\$ _____
		Per Ton		
748.	1	Mobilization	\$ _____	\$ _____
		Per Lump Sum (not to exceed 3% of total bid)		
751.	55	Loam for Roadsides	\$ _____	\$ _____
		Per Cubic Yard		
756.	1	NPDES Stormwater Pollution Prevention Plan	\$ _____	\$ _____
		Per Lump Sum		
765.	400	Seeding	\$ _____	\$ _____
		Per Square Yard		
767.121	1,100	Sediment Control Barrier	\$ _____	\$ _____
		Per Linear Foot		
832.	40	Warning-Regulatory and Route Marker – Aluminum Panel (Type A)	\$ _____	\$ _____
		Per Square Foot		

**Bid Forms – REPAVING & BRIDGE DECK REPAIRS OF FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Price Written in Words</b>	<b>Unit Price in Figures</b>	<b>Total Amount in Figures</b>
847.1	4	Sign Sup (N/Guide)+Rte Mkr W/1 Brkwy Post Assembly – Steel	\$ _____	\$ _____
		Per Each		
852.	300	Safety Signing for Traffic Management	\$ _____	\$ _____
		Per Square Foot		
853.1	2	Portable Breakaway Barricade Type III	\$ _____	\$ _____
		Per Each		
854.02	30	Temporary Pavement Arrows and Legends – Tape	\$ _____	\$ _____
		Per Square Foot		
856.12	100	Portable Changeable Message Sign	\$ _____	\$ _____
		Per Day		
859.	2,000	Reflectorized Drum	\$ _____	\$ _____
		Per Day		
866.112	105	12 Inch Reflectorized White Line (Thermoplastic)	\$ _____	\$ _____
		Per Linear Foot		
874.2	5	Traffic Sign Removed and Reset	\$ _____	\$ _____
		Per Each		
909.2	30	Cementitious Mortar for Patching	\$ _____	\$ _____
		Per Square Foot		

**Bid Forms – REPAVING & BRIDGE DECK REPAIRS OF FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Price Written in Words</b>	<b>Unit Price in Figures</b>	<b>Total Amount in Figures</b>
909.3	6	Rapid Setting Low Permeability Repair Concrete	\$ _____	\$ _____
		Per Cubic Yard		
910.1	425	Steel Reinforcement for Structures – Epoxy Coated	\$ _____	\$ _____
		Per Pound		
964.1	200	Epoxy Bonding Compound	\$ _____	\$ _____
		Per Square Foot		
966.	3,000	Membrane Waterproofing for Bridge Deck Repairs	\$ _____	\$ _____
		Per Square Foot		
994.1	700	Temporary Protective Shielding	\$ _____	\$ _____
		Per Square Foot		

**TOTAL AMOUNT OF BASE BID**

TOTAL BASE BID PRICE (IN WORDS) \$ \_\_\_\_\_

TOTAL BASE BID PRICE (IN FIGURES) \$ \_\_\_\_\_

**8. BID TABULATION SHEET – BID ALTERNATE**

Instructions:

1. Insert Unit Price (numeric amount in dollars and cents) under “Unit Price” for each Item.
2. Multiply the Estimated Quantity by the Unit Price and insert the product for “Total Amount” for each Item.
3. Add all products in the Total Price Column and insert the sum for the Total Estimated Price for Bid Evaluation Purposes.

**Bid Alternate Forms – REPAVING & BRIDGE DECK REPAIRS - FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Price Written in Words</b>	<b>Unit Price in Figures</b>	<b>Total Amount in Figures</b>
102.51	5	Tree Protection – Trunk Protection	\$ _____	\$ _____
		Per Each		
120.1	325	Unclassified Excavation	\$ _____	\$ _____
		Per Cubic Yard		
170.	4,050	Fine Grading and Compacting – Subgrade Area	\$ _____	\$ _____
		Per Square Yard		
403.	3,490	Reclaimed Pavement for Base Course and/or Sub-Base	\$ _____	\$ _____
		Per Square Yard		
403.1	110	Crushed Stone for Blending	\$ _____	\$ _____
		Per Ton		
404.5	65	Reclaimed Pavement Borrow Material	\$ _____	\$ _____
		Per Cubic Yard		
440.	260	Calcium Chloride for Roadway Dust Control	\$ _____	\$ _____
		Per Pound		
443.	7	Water for Roadway Dust Control	\$ _____	\$ _____
		Per Thousand Gallons		
450.22	290	Superpave Surface Course – 9.5 (SSC – 9.5)	\$ _____	\$ _____
		Per Ton		

**Bid Alternate Forms – REPAVING & BRIDGE DECK REPAIRS - FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Item with Unit Bid Price Written in Words</b>	<b>Unit Price in Figures</b>	<b>Total Amount in Figures</b>
450.32	585	Superpave Intermediate Course – 19.0 (SIC – 19.0)	\$ _____	\$ _____
		Per Ton		
452.	280	Asphalt Emulsion for Tack Coat	\$ _____	\$ _____
		Per Gallon		
453.	1,260	HMA Joint Adhesive	\$ _____	\$ _____
		Per Linear Foot		
472.	8	Temporary Asphalt Patching	\$ _____	\$ _____
		Per Ton		
748.	1	Mobilization	\$ _____	\$ _____
		Per Lump Sum (not to exceed 3% of total bid)		
767.121	1,000	Sediment Control Barrier	\$ _____	\$ _____
		Per Linear Foot		
859.	375	Reflectorized Drum	\$ _____	\$ _____
		Per Day		

**TOTAL AMOUNT OF BID ALTERNATE**

TOTAL BID ALTERNATE PRICE (IN WORDS) \$ \_\_\_\_\_

TOTAL ALTERNATE BID PRICE (IN FIGURES) \$ \_\_\_\_\_

**TOTAL AMOUNT OF BID = BASE BID + BID ALTERNATE**

TOTAL BID PRICE (IN WORDS) \$ \_\_\_\_\_

TOTAL BID PRICE (IN FIGURES) \$ \_\_\_\_\_

**9. BID FORM SIGNATURES & REFERENCES**

\_\_\_\_\_  
(Bidder – print the full name of your firm)

\_\_\_\_\_  
(Bidder’s business address, city, state, zip)

\_\_\_\_\_  
(Bidder’s State of Incorporation)

The Corporate Seal of \_\_\_\_\_

was hereunto affixed in the presence of: \_\_\_\_\_  
(Print name of authorized signing officer and Title)

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

**BID FORM SIGNATURES (continued)**

\_\_\_\_\_  
(Print name of authorized signing officer and Title)

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

Business Telephone No. \_\_\_\_\_

Tax Identification No. \_\_\_\_\_

\_\_\_\_\_  
Email Address

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture/partnership in the appropriate form or forms as above.

The Bidder is requested to state below what work of a similar character and scope to that included in the Bid Documents that Bidder has been completed within the last three calendar years and to give references that will enable the Owner to judge the Bidder's experience, skill, and business standing.

**CONTRACTOR EXPERIENCE (complete three examples minimum)**

PROJECT	OWNER	CONTACT PERSON	TELEPHONE #

Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, state where, when and why. (Add supplementary page if necessary)

**SUB CONTRACTOR EXPERIENCE (complete three examples minimum)**

PROJECT	OWNER	CONTACT PERSON	TELEPHONE #

**Sub-Contractor Experience**

Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, state where, when and why. (Add supplementary page if necessary)

**AFFIDAVIT**

Print Name & Title of Person Signing:

\_\_\_\_\_

The undersigned hereby certifies that he has carefully examined the form for bid, the general conditions, the specifications, the special conditions, the drawings for this bid, and also the site of work and will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material called for in these specifications, general conditions, special conditions, and drawings in the manner prescribed therein and in accordance with the requirements of the City of Easthampton under them.

**Signature for Individual**

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

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

\_\_\_\_\_  
Name and Title of Individual Authorized to Sign

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

**Signature for Partnerships (must be signed by ALL general partners)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

**Signatures for Corporation**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Duly Authorized  
Company Officer

\_\_\_\_\_  
Signature

Corporate Seal (affix below)

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

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Secretary: \_\_\_\_\_

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?

**If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Easthampton before award.**

**AFFIDAVIT OF COMPLIANCE**

- \_\_\_\_\_ Massachusetts Corporation
- \_\_\_\_\_ Foreign Corporation
- \_\_\_\_\_ Non-Profit Corporation
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Sole Proprietorship \*

Name of Corporation \_\_\_\_\_

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

As President, or authorized company officer, of the above-named corporation, I do hereby certify that the above-named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

\*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this bid shall be deemed to be the sole proprietor and legal entity for the purposes of this bid and contract.

BY (TYPE NAME AND TITLE): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 5 - CONTRACT AGREEMENT**

***PAVING & BRIDGE DECK REPAIRS - FORT HILL ROAD  
EASTHAMPTON, MASSACHUSETTS***

THIS AGREEMENT, executed this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty-Six (herein referred to as the “AGREEMENT”) by and between the City of Easthampton, acting through its Mayor, Salem Derby, party of the first part, and

\_\_\_\_\_  
(Party of the second part)

\_\_\_\_\_  
(Legal address)

Party of the second part agrees to perform the following work under this contract which includes, but is not necessarily limited to the following: \*\*\* **DESCRIPTION OF WORK HERE** \*\*\* all other incidental items necessary to complete the required work as illustrated on the Drawings.

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

This work shall be carried out in accordance with the following sections of this Agreement as listed in Agreement Table of Contents (Section 5, Page 2).

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

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## **A1 DEFINITIONS**

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

The word "Owner" shall mean the party of the first part above designated.

The word "Contractor" shall mean the party of the second part above designated.

The word "Engineer" shall mean that person duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

The word "Work" or "work" shall mean furnishing, installing, removing, altering and constructing roadway and appurtenances as shown or specified by the Drawings and Specifications.

The words "herein," "hereinafter," "hereunder" and words of like import shall be deemed to refer to the Contract Documents.

## **A2 THE CONTRACT DOCUMENTS**

Contract Documents include all documents indicated, included or referred to in sections listed in the Contract Documents Table of Contents (Page TOC-1) of the Project Manual and collectively include Bidding Requirements, Contracting Requirements of this bound set, the Drawings, and all appendices, Addenda and amendments to any of the foregoing. The Contract Documents are sometimes herein referred to as the "Contract".

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of any of the other Contract Documents, the provisions of the SPECIAL CONDITIONS shall prevail. In the event of conflict or inconsistency between the provisions of the AGREEMENT and the provisions of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the AGREEMENT shall prevail. The Agreement shall be carried out and governed by the Contract Documents.

## **A3 OBLIGATIONS AND LIABILITY OF CONTRACTOR**

The Contractor shall supervise and direct the work using his best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

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

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

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

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

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes. The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, of whatever kind, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, Engineer or any of their respective officers, agents or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits and proceedings, including, if demanded in writing at any time by the Owner or Engineer, counsel chosen by the Owner or Engineer separate from the counsel chosen by the Contractor; provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents or employees, against any such damages occasioned solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner, his officers, agents or employees, against any such damages occasioned solely by faults of the Owner.

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

continue solely liable for the damage caused.

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

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

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner and Engineer from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

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

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

#### **A4 AUTHORITY OF THE ENGINEER**

The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties. No party shall be entitled to rely on any such interpretation nor shall the Engineer be bound by any such interpretation except if it is in writing. The Engineer shall promptly, on the request of any affected party, put any such interpretation in writing.

The Engineer shall be the Owner's representative during the life of the Contract and he shall have all the rights of the Owner to observe the Work in progress. He shall have authority (1) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; and (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract. The Owner will manage the contract and the work. The Contractor shall proceed without delay to perform the work as directed, instructed, determined or

decided by the Owner and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Owner. Unless the Contractor files such written protest with the Owner within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract. The Engineer and the Owner shall not be responsible for the construction means, controls, techniques, sequences, procedures, or safety procedures of the Contractor, his employees, subcontractors or suppliers.

#### **A5 SAFETY**

The Contractor shall be responsible for jobsite safety, including safety programs and safety procedures. Neither the Owner nor the Engineer assumes responsibility for such programs or procedures.

#### **A6 SUPERVISION OF WORK**

The Contractor shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof and shall cooperate with the Owner in every possible way. At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Owner regarding the same without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required.

#### **A7 INSURANCE**

Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT, the Contractor shall procure and maintain insurance of the types specified in paragraphs (a) to (d), inclusive, below, and to the limits for this insurance specified under SPECIAL CONDITIONS. All insurance shall be obtained from companies with an A.M. Best Co. rating of A+.

Insurance shall be in such form as will protect the Contractor from all claims and liability for damages of any kind, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by any one directly or indirectly employed or engaged by him.

The following types of insurance shall be provided as referenced in Section 7 – SC5:

- (a) Workmen’s Compensation and Employer’s Liability Insurance.
- (b) General Liability Insurance including:

- (i) Bodily Injury Liability (including Personal Injury) Insurance for Operations and Completed Operations and Contractor's Protective Bodily Injury Insurance.
- (ii) Property Damage Liability Insurance (including Broad Form Property Damage Liability Coverage) for Operations and Completed Operations and Contractor's

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

(c) Insurance to cover liability for Bodily Injury and Property Damage resulting from the use of owned, non-owned, and hired motor vehicles while such vehicles are being operated in connection with the prosecution of the Work.

(d) Contractual Liability Insurance covering the liability assumed by the Contractor under the subsection A3 titled OBLIGATIONS AND LIABILITY OF CONTRACTOR of this AGREEMENT.

(e) Umbrella Liability

(f) Owner's Protective Public Liability & Property Damage

All policies shall be so written that 1) the Owner will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment, and 2) the Owner and Owner's Agents will be designated as an additional insured on the General Liability Policy. Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in duplicate with the Owner before operations are begun.

Renewal certificates shall be furnished by the Contractor to the Owner at least thirty (30) days prior to the expiration date of any of the initial insurances. The Contractor shall also furnish such other insurance as may be called for by the SPECIAL CONDITIONS. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

#### **A8 PATENTS**

The Contractor shall indemnify and save harmless the Owner and Engineer and all persons acting for or on behalf of the Owner and Engineer from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorney's fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights or any trademark or copyright or any alleged unfair competition relating to any invention, process, material, equipment, article, or apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

### **A9 COMPLIANCE WITH LAWS**

This Contract is governed by applicable provisions of Massachusetts General Laws, including but not limited to Massachusetts General Laws Chapter 149, and Regulations and/or the United States Code and Code of Federal Regulations. Any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirements shall apply.

The Contractor shall keep himself fully informed of all applicable Federal, State and local laws, ordinances, rules and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other

Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, employees and subcontractors to observe and comply with all such laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner and Engineer, their officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs, and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, employees or subcontractors.

### **A10 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

### **A11 PERMITS**

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

### **A12 NOT TO SUBLET OR ASSIGN**

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

### **A13 DELAY BY OWNER**

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or Owner's agent on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Engineer, or otherwise, except as and to the extent expressly provided in G.L. c. 30, §39N. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

### **A14 TIME FOR COMPLETION**

The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated under Section 3 "INSTRUCTIONS TO BIDDERS," except as otherwise expressly provided.

No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents and the occurrence of such will not relieve the Contractor of completing the Work within the stipulated time limit. No extension of time will be given, or if given will be valid, unless based on a written application stating all grounds on which the Contractor relies and delivered to the Owner promptly upon the occurrence of such grounds as the application states, and in any event prior to the stipulated time for completion of the Work. If Contractor shall neglect, fail or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner XXXX Dollars per day (\$XXX.00), not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted by the Owner from periodic payments. If delays are caused by acts of God, acts of government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time to perform and complete the Work as the Owner shall certify in writing to be just. The time in which the Work is to be performed and completed is of the essence of the AGREEMENT.

1 The Contractor agrees that he shall not have or assert any claim for, nor shall he be entitled to any additional compensation or damages on account of such delays.

### **A15 SUNDAY WORK**

No work shall be done on Sunday except (1) usual protective work, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above shall be done on Sunday except when (a), in the sole judgment of the Owner, the work will be of advantage to the Owner and can be performed satisfactorily. (b) the Owner has given written permission for such Sunday work.

#### **A16 EMPLOY COMPETENT PERSONS**

The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by working people employed by the Contractor, any subcontractor, the Owner, the Engineer or any other contractor.

#### **A17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT**

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

<sup>1</sup> This paragraph will be interpreted to include delays in receipt of equipment provided that the Contractor placed his order and submitted shop drawings for such equipment promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.

#### **A18 INTOXICATING CHEMICALS**

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

#### **A19 ACCESS TO WORK**

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

#### **A20 EXAMINATION OF WORK**

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

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

#### **A21 DEFECTIVE WORK**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, at the Contractor's cost and expense, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the Work, the Contractor shall forthwith make good such defect in a manner

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

#### **A22 PROTECTION AGAINST WATER, STORM OR ADVERSE WEATHER**

The Contractor shall take all precautions necessary to prevent damage to the Work by storms, by water entering the site of the Work directly or through the ground and by adverse weather. In case of damage by storm, water or adverse weather, the Contractor shall, at his own cost and expense, make such repairs or replacement or rebuild such parts of the Work as the Owner may require in order that the finished Work may be completed as required by the Contract. The Contractor shall provide for protection against weather in accordance with MGL C. 149, SS 44F and 44G.

#### **A23 MISTAKES OF CONTRACTOR**

The Contractor shall promptly correct and make good any and all defects, damages, omissions or mistakes for which he and/or his agents, employees or subcontractors are responsible, and he shall pay to the Owner all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Owner or Engineer.

#### **A24 RIGHT TO MATERIALS**

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

#### **A25 CHANGES**

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

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Owner authorizing the change, and no claim for additional

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

### **A26 EXTRA WORK**

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

The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use. At the request of the Owner, the Contractor shall furnish itemized statements of the cost of the extra work ordered as above and give the Owner access to all records, accounts, bills and vouchers and correspondence relating thereto.

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

The fair rental for all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment," published by the Associated Equipment Distributors, or a similar publication approved by the Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the Work the actual cost of transportation, not exceeding a distance of one-hundred (100) miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

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

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 10 percent (10%) to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) above by a subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he shall add 10 percent (10%) as in the

case of the Contractor, and the Contractor shall be allowed an additional 5 percent (5%) of the subcontractor's cost for the extra work to cover the costs of the Contractor's overhead, use of capital, and the premium on the Bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the Owner.

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

#### **A27 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK**

When extra work is ordered at any time during the progress of the Work which in the sole judgment of the Owner unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided under CONTRACT TIME.

#### **A28 CHANGES NOT TO AFFECT BONDS**

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

#### **A29 CLAIMS FOR DAMAGES**

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Owner a written, itemized statement in triplicate of the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Owner shall submit his recommendations for action. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the third paragraph of that subsection above of this AGREEMENT titled AUTHORITY OF THE OWNER including, but not limited to the filing of a written protest in the manner and within the time therein provided.

#### **A30 ABANDONMENT OF WORK OR OTHER DEFAULT**

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise, then as herein specified, or if at any time the Owner shall certify in writing that the

conditions herein specified as to rate of progress are not being complied with or that the Work or any part thereof is being unnecessarily or unreasonably delayed or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all work or any part thereof; thereupon the Contractor shall discontinue such Work forthwith or such part thereof as the Owner may designate, and the Owner may, upon giving such notice, by contract or otherwise, as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work. All costs, expenses, losses, damages, attorneys' fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted by the Owner out of any moneys due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference; in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

### **A31 PRICES FOR WORK**

The Owner shall pay and the Contractor shall receive the price stipulated in the BID FORM which is made part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract. The Lump Sum Price to perform the work, including the work of all subcontractors, shall be \_\_\_\_\_

### **A32 MONEYS MAY BE RETAINED**

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

### **A33 USE OR PARTIAL PAYMENT NOT ACCEPTANCE**

It is agreed that this is an entire contract for one whole and complete Work or result and that neither the Owner's entrance upon or use of the Work, or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

### **A34 PERIODIC ESTIMATES**

Once a month, except as hereinafter provided, the Contractor shall make an estimate in writing to the Owner, of the total amount and value of the work done to the first of the month. The estimate shall be reviewed and recommended for payment by the Engineer before submittal to the Owner. Submittal without the Engineer's recommendation shall be considered not in the required form. The Owner shall retain five percent (5%) of such estimated value, as set forth under SPECIAL CONDITIONS, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract. The Owner shall pay monthly to the Contractor the balance not deducted and/or retained as aforesaid, except that payment may be withheld at any time if, in the sole judgment of the Owner, the Work is not proceeding in accordance with the Contract.

If the Owner deems it expedient to do so, it may cause estimates and payments to be made more frequently than once in each month. No periodic estimate or payment need be made when, in the sole judgment of the Owner, the total value of the work done since the last estimate amounts to less than the amount set forth under SPECIAL CONDITIONS.

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

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

As a condition precedent to Owner payments hereunder, Contractor, shall furnish lien releases, satisfactory to Owner. Should any lien or notice of lien be filed by any person performing labor or furnishing material to Contractor, Owner shall have the option to (a) retain from amounts due to Contractor a sufficient sum to pay and discharge such obligation, or (b) pay and discharge such lien without regard to its validity and to collect from Contractor all costs including

reasonable attorney's fee for discharging such lien. In lieu of (a) or (b) above, Contractor at its option may furnish an indemnity bond, approved by Owner, at the Contractor's cost.

### **A35 FINAL ESTIMATE AND PAYMENT**

Within thirty-five days after (a) the Contractor fully completes the Work or substantially completes the Work so that the value of the work remaining to be done is, in the estimate of the Owner, less than one percent of the original contract price, or (b) the Contractor substantially completes the Work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the contract as determined by the Engineer less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors. The Engineer also shall fix the date of completion of the work and incorporate the same into the final estimate. All quantities shown on periodic estimates and all prior payments shall be subject to correction in the final estimate and payment.

The Contractor's acceptance of such final payment shall constitute a waiver of all claims by the Contractor against the Owner, the Engineer and any agent, servant or employee of either, except for such claims as have previously been made in writing, and submitted to the Owner. A lien waiver shall be precedent to final payment.

### **A36 LIENS**

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

### **A37 CLAIMS**

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

### **A38 APPLICATION OF MONEYS RETAINED**

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

### **A39 NO WAIVER**

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

### **A40 LIABILITY OF OWNER**

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

### **A41 GUARANTEE**

The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this Agreement titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance. If at any time within the said period of guarantee, any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within ten (10) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor. Nothing contained in the Section shall be construed as a limitation as to any and all rights the Owner may have against the Contractor for any neglect or for any breach of this AGREEMENT.

#### **A42 RETURN OF DRAWINGS**

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

#### **A43 LEGAL ADDRESS OF CONTRACTOR**

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

#### **A44 HEADINGS**

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

#### **A45 MODIFICATION OR TERMINATION**

Each party shall have the right to terminate this Contract in the event of a failure of the other party to comply with the terms of the Contract. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default. The Owner shall have the right to terminate the Contract without cause, upon ten (10) days' written notice to the Contractor. In the event that the Contract is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

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

#### **A46 RESPONSIBILITY OF ENGINEER**

Neither the Engineer's authority to act under any section of this Agreement or under any other provision in the Contract Documents, nor any decision made by the Engineer to either exercise or not exercise such authority shall excuse Contractor, or any subcontractor, manufacturer, fabricator, supplier, or distributor, or to any of their agents, employees, or any other person from performing any of the Work, or otherwise complying with the terms of the Contract Documents.

#### **A47 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Discriminatory employment practices by contractors, subcontractors and suppliers of goods and

services based on race, color, religion, national origin, ancestry, age or sex are prohibited. Contractors and suppliers of goods and services shall give written notice of their commitment to non-discrimination to any labor union, association or brotherhood with which they have a collective bargaining or other agreement.

**A48 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold the Owner and Agent, as well as the Owner and Agent’s successors and assigns, harmless for any claim for damages of whatever description arising from the negligence of the Contractor or any of its employees and subcontractors in the performance of the work or arising from a breach of the Contractor’s agreement with the Owner.

**A49 MISCELLANEOUS**

Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

By its signature hereon, the Contractor certifies, under the pains and penalties of per jury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting child support.

**IN WITNESS HEREOF**, the parties of this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

**CITY OF EASTHAMPTON**

By: \_\_\_\_\_  
Salem Derby  
Mayor

**CONTRACTOR**

By: \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Title of Contractor

\_\_\_\_\_  
Street Address

City Auditor

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

Hetal G. Patel

As to Appropriation Pursuant to MGL Ch. 34 Sec. 31C

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

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

) ss:

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came to me known, who being by me duly sworn, did depose and say as follows:

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

is the \_\_\_\_\_ of \_\_\_\_\_

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

Notary Public (Seal)

My commission expires

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**END OF SECTION**

**Section 6 - Sample Payment & Sample Performance Bonds**

**SAMPLE  
PAYMENT BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the "Principal"), and \_\_\_\_\_, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at \_\_\_\_\_ as Surety (the "Surety"), are held and firmly bound unto City of Easthampton as Obligee (the "Obligee"), in the sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, for the \_\_\_\_\_ **[Insert Name of Project]**.

NOW, THE CONDITIONS of this obligation are such that if the Principal and all sub CONTRACTORS under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Name and Seal]

\_\_\_\_\_  
[Attorney-In-Fact][Seal]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Phone]

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

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

The rate for this Bond is \_\_\_\_\_ % of the first \$ \_\_\_\_\_ and \_\_\_\_\_ % for the next \$ \_\_\_\_\_.

The total premium for this Bond is

\$ \_\_\_\_\_.

**SAMPLE**  
**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the "Principal"), and \_\_\_\_\_, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at \_\_\_\_\_ as Surety (the "Surety"), are held and firmly bound unto the City of Easthampton as Obligee (the "Obligee"), in the sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, for the \_\_\_\_\_ **[Insert Project Name]**

NOW THE CONDITIONS of this obligation are such that if the Principal and all Sub-CONTRACTORS under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the City of Framingham under the applicable provisions of the Contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the City of Framingham promptly take such action as is necessary to complete said Contract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Name and Seal]

\_\_\_\_\_  
[Attorney-In-Fact]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Phone]

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

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

The rate of the Bond is \_\_\_\_\_% of the first \$ \_\_\_\_\_ and \_\_\_\_\_% for the next \$ \_\_\_\_\_. The total premium for this Bond is \$ \_\_\_\_\_.

## **SECTION 7 - SPECIAL CONDITIONS**

### **SC1 CONFLICT OR INCONSISTENCY**

If there be any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of the other Contract Documents, the provisions of the SPECIAL CONDITIONS shall prevail. If there be any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the AGREEMENT shall prevail.

### **SC2 PERCENTAGE OF PERIODIC ESTIMATES TO BE RETAINED.**

The percentage of estimated value to be retained under that Subsection of the AGREEMENT entitled PERIODIC ESTIMATES shall be five percent (5%).

### **SC3 AMOUNT OF MINIMUM PERIODIC ESTIMATES**

No periodic estimate or payment need be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than two thousand dollars (\$2,000) pay as set forth in that Subsection of the AGREEMENT entitled PERIODIC ESTIMATES.

### **SC4 LIMITS FOR INSURANCE**

The limits for various types of insurance required under that Subsection of the AGREEMENT entitled INSURANCE shall be not less than:

#### **1. Workers' Compensation and Employers' Liability:**

- a. Workers' Compensation: Statutory limits as required by the provisions of MGL C. 149, S 34A.
- b. Employers Liability: Limits of \$1,000,000 each accident, \$1,000,000 disease/each employee, and \$1,000,000 disease/policy limit.

#### **2. General Liability:**

- a. Bodily Injury and Property Damage: Combined single limit of \$1,000,000 for any one occurrence and \$2,000,000 aggregate of all occurrences.

#### **3. Automobile Liability and Physical Damage:**

- a. Combined single limit of \$1,000,000 per occurrence.

#### **4. Owner's Protective Public Liability and Property Damage Insurance:**

- a. Limits of \$1,000,000 for one occurrence and \$2,000,000 aggregate for all occurrences.

#### **5. Umbrella Liability:**

- a. For excess liability endorsement not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for all occurrences.
  
- b. The umbrella limit specified may be used to meet the underlying policy limits. However, excess liability limits over and above these stated amounts are recommended. All subcontractors, where applicable, shall adhere to these limits.

All certificates shall provide for at least thirty (30) days' notice to the Owner on cancellation of material change. The Owner shall be named as an additional insured on the certificate of insurance to be provided by the Contractor and on all certificates of insurance of subcontractors hired by the Contractor.

### **SC6 MINIMUM WAGE RATES**

A schedule of minimum wage rates issued for this contract by the Massachusetts Executive Office of Labor and Workforce Development, Department of Labor Standards (DLS) in accordance with General Laws, Chapter 149, Sections 26 to 27D, as amended, is attached in Section 8. It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on minimum wage rates for those trades people who may be employed for the proposed work under this contract.

In accordance with the MGL c149, s27B, the Contractor shall maintain a true and accurate record of all persons employed on the project for which the attached rates have been provided. The Payroll Form included indicates all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

Every contractor and subcontractor is required to submit a copy of weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Each such contractor or subcontractor shall furnish to the Executive Office of Labor, within fifteen days after completion of its portion of the work, a statement, executed by the contractor or subcontractor on the attached Statement of Compliance Form.

### **SC7 INTERFERENCE WITH EXISTING WORKS**

The Contractor shall develop a program, in cooperation with the Engineer and Owner, which shall provide for the construction and putting into service of the new work in the most orderly manner possible. All work shall be planned to interfere with the operation of the existing facilities for the shortest time possible when the demands on the facilities best permit such interference, even to the extent of working outside normal working hours to meet these requirements. The Contractor shall have no claim for additional compensation by reason of delay or inconvenience in adapting his operations to meet the above requirements.

### **SC8 TIME FOR DECISIONS**

All decisions concerning the interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall be made within thirty (30) days of the time the Owner or the Engineer receives from the Contractor, a written request for any such decision; provided that if any such decision requires further investigation and study by the Engineer, then in such case, the Owner or the Engineer shall within thirty (30) days after receipt of the written request for such decision give the party making such request written notice of the reason or reasons why such decision cannot be made within the thirty (30) day period and the date by which such decision will be made.

### **SC9 STANDARDS**

Wherever the manufacturer of equipment or materials is referenced to a standard, the latest

edition to the standard shall apply.

### **SC10 SPECIAL REQUIREMENTS**

The Contractor shall provide the telephone number(s) of a responsible member(s) of his organization whose duty it shall be to take immediate action to correct unsafe or hazardous conditions. This person(s) is/are to be available twenty-four (24) hours per day.

### **SC11 RIGHT-TO-KNOW LAW**

The Contractor shall maintain documentation to indicate that he is in conformance with 105 CMR 670.000, the Right-to-Know Law, as promulgated by the Dept. of Public Health; with 310 CMR 33.00. Implementation of M.G.L. Chapter 111F, Employee and Community “Right-to-Know” as promulgated by the Department of Environmental Protection; and with 441 CMR 21.00 “Right-to-Know” M.G.L. Chapter 111F as promulgated by the Department of Labor and Industries, Division of Industrial Safety. The documentation shall include all pertinent Material Safety Data Sheets (MSDS) where such MSDS are available, letters to manufacturers indicating he has made a diligent effort to obtain the MSDS, personnel listings and any other documents or reports required by the regulations. In addition, in compliance with the regulations, all materials covered by the regulations shall be properly labeled.

### **SC12 SAFETY AND HEALTH REGULATIONS**

This project is subject to all Safety and Health Regulations promulgated by the U.S. Department of Labor including, but not limited to, rules and regulations of the Occupational Safety and Health Administration (OSHA). Contractors are urged to make themselves familiar with the requirements of these regulations.

The Contractor shall be solely responsible for safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and other employees of other contractors or subcontractors; members of the public; and employees, agents and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipe and utilities, above and below ground.

The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill his obligations under this subsection. The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This “competent person,” as defined by OSHA, shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

**END OF SECTION**



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

MAURA HEALEY  
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:** Easthampton **City/Town:** EASTHAMPTON

**Contract Number:** Bid No EA26-03

**Description of Work:** Remove existing bridge deck, remove unsatisfactory concrete, place new concrete, install membrane, install new bridge deck wear surface, pavement scarification, install new bituminous concrete roadway surface.

**Job Location:** 32 Fort Hill Rd Easthampton, MA 01027

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F “rental of equipment” contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker’s rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	12/1/2025	\$36.75	\$10.65	\$9.75	\$8.57	\$0.00	\$65.72
LABORERS	6/1/2026	\$38.05	\$10.65	\$9.75	\$8.57	\$0.00	\$67.02
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$39.35	\$10.65	\$9.75	\$8.57	\$0.00	\$68.32
	6/7/2027	\$40.75	\$10.65	\$9.75	\$8.57	\$0.00	\$69.72
	12/6/2027	\$42.15	\$10.65	\$9.75	\$8.57	\$0.00	\$71.12
	6/5/2028	\$43.65	\$10.65	\$9.75	\$8.57	\$0.00	\$72.62
	12/4/2028	\$45.15	\$10.65	\$9.75	\$8.57	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$36.74	\$10.65	\$9.75	\$6.56	\$0.00	\$63.70
LABORERS	6/1/2026	\$38.04	\$10.65	\$9.75	\$6.56	\$0.00	\$65.00
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$39.33	\$10.65	\$9.75	\$6.56	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$40.32	\$14.50	\$4.30	\$6.25	\$0.00	\$65.37
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							
ASPHALT RAKER	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
BATCH/CEMENT PLANT - ON SITE OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BLOCK PAVER, RAMMER / CURB SETTER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	12/1/2025	\$36.75	\$10.65	\$9.75	\$8.57	\$0.00	\$65.72
	6/1/2026	\$38.05	\$10.65	\$9.75	\$8.57	\$0.00	\$67.02
	12/7/2026	\$39.35	\$10.65	\$9.75	\$8.57	\$0.00	\$68.32
	6/7/2027	\$40.75	\$10.65	\$9.75	\$8.57	\$0.00	\$69.72
	12/6/2027	\$42.15	\$10.65	\$9.75	\$8.57	\$0.00	\$71.12
	6/5/2028	\$43.65	\$10.65	\$9.75	\$8.57	\$0.00	\$72.62
	12/4/2028	\$45.15	\$10.65	\$9.75	\$8.57	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2025	\$36.74	\$10.65	\$9.75	\$6.56	\$0.00	\$63.70
	6/1/2026	\$38.04	\$10.65	\$9.75	\$6.56	\$0.00	\$65.00
	12/1/2026	\$39.33	\$10.65	\$9.75	\$6.56	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
BOILER MAKER BOILERMAKERS LOCAL 29 BOILERMAKERS LOCAL 29	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79

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

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: BOILER MAKER</b>							
<b>Effective Date: 1/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10
<b>Apprentice to Journeyworker Ratio: 1:4</b>							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	\$56.36	\$12.84	\$15.57	\$5.89	\$0.00	\$90.66
BRICKLAYERS LOCAL 3	8/1/2026	\$58.56	\$12.84	\$15.57	\$5.89	\$0.00	\$92.86
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	2/1/2027	\$59.96	\$12.84	\$15.57	\$5.89	\$0.00	\$94.26
<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b>							
<b>Effective Date: 2/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.18	\$12.84	\$15.57	\$5.89	\$0.00	\$62.48
2	60.00	\$33.82	\$12.84	\$15.57	\$5.89	\$0.00	\$68.12
3	70.00	\$39.45	\$12.84	\$15.57	\$5.89	\$0.00	\$73.75
4	80.00	\$45.09	\$12.84	\$15.57	\$5.89	\$0.00	\$79.39
5	90.00	\$50.72	\$12.84	\$15.57	\$5.89	\$0.00	\$85.02
<b>Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)</b>							
<b>Effective Date: 8/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.28	\$12.84	\$15.57	\$5.89	\$0.00	\$63.58
2	60.00	\$35.14	\$12.84	\$15.57	\$5.89	\$0.00	\$69.44
3	70.00	\$40.99	\$12.84	\$15.57	\$5.89	\$0.00	\$75.29
4	80.00	\$46.85	\$12.84	\$15.57	\$5.89	\$0.00	\$81.15
5	90.00	\$52.70	\$12.84	\$15.57	\$5.89	\$0.00	\$87.00
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.10	\$10.65	\$9.75	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.65	\$10.65	\$9.75	\$9.80	\$0.00	\$80.85

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$52.15	\$10.65	\$9.75	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	12/1/2025	\$48.28	\$10.65	\$9.75	\$9.80	\$0.00	\$78.48
LABORERS	6/1/2026	\$49.83	\$10.65	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.33	\$10.65	\$9.75	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2026	\$43.81	\$9.19	\$11.25	\$6.90	\$0.00	\$71.15
CARPENTERS	9/1/2026	\$44.76	\$9.19	\$11.25	\$6.90	\$0.00	\$72.10
CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE	3/1/2027	\$45.66	\$9.19	\$11.25	\$6.90	\$0.00	\$73.00
FRANKLIN							

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.71	\$9.19	\$0.00	\$1.38	\$0.00	\$30.28
2	45.00	\$19.71	\$1.28	\$0.00	\$1.38	\$0.00	\$22.37
3	55.00	\$24.10	\$9.19	\$0.00	\$2.76	\$0.00	\$36.05
4	55.00	\$24.10	\$9.19	\$0.00	\$2.76	\$0.00	\$36.05
5	70.00	\$30.67	\$9.19	\$11.25	\$4.14	\$0.00	\$55.25
6	70.00	\$30.67	\$9.19	\$11.25	\$4.14	\$0.00	\$55.25
7	80.00	\$35.05	\$9.19	\$11.25	\$5.52	\$0.00	\$61.01
8	80.00	\$35.05	\$9.19	\$11.25	\$5.52	\$0.00	\$61.01

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.14	\$9.19	\$0.00	\$1.38	\$0.00	\$30.71
2	45.00	\$20.14	\$9.19	\$0.00	\$1.38	\$0.00	\$30.71
3	55.00	\$24.62	\$9.19	\$0.00	\$2.76	\$0.00	\$36.57
4	55.00	\$24.62	\$9.19	\$0.00	\$2.76	\$0.00	\$36.57



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2028	\$52.89	\$13.20	\$16.30	\$2.93	\$1.69	\$87.01

<b>Apprentice: CEMENT MASONRY/PLASTERING</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.07	\$13.20	\$16.30	\$0.00	\$0.00	\$53.57
2	60.00	\$28.88	\$13.20	\$16.30	\$2.93	\$1.69	\$63.00
3	65.00	\$31.28	\$13.20	\$16.30	\$2.93	\$1.69	\$65.40
4	70.00	\$33.69	\$13.20	\$16.30	\$2.93	\$1.69	\$67.81
5	75.00	\$36.10	\$13.20	\$16.30	\$2.93	\$1.69	\$70.22
6	80.00	\$38.50	\$13.20	\$16.30	\$2.93	\$1.69	\$72.62
7	90.00	\$43.32	\$13.20	\$16.30	\$2.93	\$1.69	\$77.44

<b>Apprentice: CEMENT MASONRY/PLASTERING</b>							
<b>Effective Date: 7/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.66	\$13.20	\$16.30	\$0.00	\$0.00	\$54.16
2	60.00	\$29.59	\$13.20	\$16.30	\$2.93	\$1.69	\$63.71
3	65.00	\$32.06	\$13.20	\$16.30	\$2.93	\$1.69	\$66.18
4	70.00	\$34.52	\$13.20	\$16.30	\$2.93	\$1.69	\$68.64
5	75.00	\$36.99	\$13.20	\$16.30	\$2.93	\$1.69	\$71.11
6	80.00	\$39.46	\$13.20	\$16.30	\$2.93	\$1.69	\$73.58
7	90.00	\$44.39	\$13.20	\$16.30	\$2.93	\$0.00	\$76.82

**Apprentice to Journeyworker Ratio: 1:5**

CHAIN SAW OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

COMPRESSOR OPERATOR	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR	12/1/2023	\$43.06	\$13.78	\$12.15	\$3.00	\$0.00	\$71.99
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

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							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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PAINTERS LOCAL 35 - ZONE 3

<b>Apprentice: DELEADER (BRIDGE)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

**Apprentice to Journeyworker Ratio: 1:1**

DEMO: ADZEMAN LABORERS	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
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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 3)	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
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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 3)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
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For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
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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
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ELECTRICIAN (Including Core Drilling) ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2027</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
Step	Percent						
4	70.00	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
5	80.00	\$57.78	\$16.48	\$11.16	\$11.00	\$0.00	\$96.42
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
ELEVATOR CONSTRUCTORS LOCAL 41							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98							
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98							
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98							
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							

<b>Apprentice: FIREMAN</b>							
<b>Effective Date: 12/1/2023</b>							
		<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
Step	Percent						



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice Notes</b>							
Steps are 750 hrs.							

**Apprentice to Journeyworker Ratio: 1:1**

FORK LIFT OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.25	\$13.78	\$12.15	\$3.00	\$0.00	\$68.18
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	6/1/2025	\$43.13	\$10.80	\$8.25	\$5.50	\$0.00	\$67.68
GLAZIERS LOCAL 1333	6/1/2026	\$44.73	\$11.20	\$8.40	\$6.05	\$0.00	\$70.38
GLAZIERS LOCAL 1333	6/1/2027	\$46.73	\$11.60	\$8.55	\$6.60	\$0.00	\$73.48
	6/1/2028	\$48.73	\$12.00	\$8.70	\$7.20	\$0.00	\$76.63

<b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b>							
<b>Effective Date: 6/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.57	\$10.80	\$8.25	\$5.50	\$0.00	\$46.12
2	56.25	\$24.26	\$10.80	\$8.25	\$5.50	\$0.00	\$48.81
3	62.50	\$26.96	\$10.80	\$8.25	\$5.50	\$0.00	\$51.51
4	68.75	\$29.65	\$10.80	\$8.25	\$5.50	\$0.00	\$54.20
5	75.00	\$32.35	\$10.80	\$8.25	\$5.50	\$0.00	\$56.90
6	81.25	\$35.04	\$10.80	\$8.25	\$5.50	\$0.00	\$59.59
7	87.50	\$37.74	\$10.80	\$8.25	\$5.50	\$0.00	\$62.29
8	93.75	\$40.43	\$10.80	\$8.25	\$5.50	\$0.00	\$64.98

<b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.37	\$11.20	\$8.40	\$6.05	\$0.00	\$48.02
2	56.25	\$25.16	\$11.20	\$8.40	\$6.05	\$0.00	\$50.81
3	62.50	\$27.96	\$11.20	\$8.40	\$6.05	\$0.00	\$53.61
4	68.75	\$30.75	\$11.20	\$8.40	\$6.05	\$0.00	\$56.40
5	75.00	\$33.55	\$11.20	\$8.40	\$6.05	\$0.00	\$59.20
6	81.25	\$36.34	\$11.20	\$8.40	\$6.05	\$0.00	\$61.99
7	87.50	\$39.14	\$11.20	\$8.40	\$6.05	\$0.00	\$64.79
8	93.75	\$41.93	\$11.20	\$8.40	\$6.05	\$0.00	\$67.58

**Apprentice to Journeyworker Ratio: 3:1**

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7 ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 104 PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 104 PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2025	\$36.74	\$10.65	\$9.75	\$6.56	\$0.00	\$63.70
	6/1/2026	\$38.04	\$10.65	\$9.75	\$6.56	\$0.00	\$65.00
	12/1/2026	\$39.33	\$10.65	\$9.75	\$6.56	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	9/1/2025	\$48.27	\$14.75	\$9.52	\$10.09	\$0.00	\$82.63
	9/1/2026	\$51.01	\$14.75	\$9.52	\$10.09	\$0.00	\$85.37

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.14	\$14.75	\$9.27	\$5.05	\$0.00	\$53.21
2	60.00	\$28.96	\$14.75	\$9.32	\$6.05	\$0.00	\$59.08
3	70.00	\$33.79	\$14.75	\$9.37	\$7.06	\$0.00	\$64.97
4	80.00	\$38.62	\$14.75	\$9.42	\$8.07	\$0.00	\$70.86
<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.51	\$14.75	\$9.27	\$5.05	\$0.00	\$54.58
2	60.00	\$30.61	\$14.75	\$9.32	\$6.05	\$0.00	\$60.73
3	70.00	\$35.71	\$14.75	\$9.37	\$7.06	\$0.00	\$66.89
4	80.00	\$40.81	\$14.75	\$9.42	\$8.07	\$0.00	\$73.05
<b>Apprentice to Journeyworker Ratio: 1:4</b>							
IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)	3/16/2024	\$40.66	\$8.25	\$12.70	\$10.00	\$0.00	\$71.61
<b>Apprentice: IRONWORKER/WELDER</b>							
<b>Effective Date: 3/16/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.40	\$8.25	\$12.70	\$10.00	\$0.00	\$55.35
2	70.00	\$28.46	\$8.25	\$12.70	\$10.00	\$0.00	\$59.41
3	75.00	\$30.50	\$8.25	\$12.70	\$10.00	\$0.00	\$61.45
4	80.00	\$32.53	\$8.25	\$12.70	\$10.00	\$0.00	\$63.48
5	85.00	\$34.56	\$8.25	\$12.70	\$10.00	\$0.00	\$65.51
6	90.00	\$36.59	\$8.25	\$12.70	\$10.00	\$0.00	\$67.54
<b>Apprentice to Journeyworker Ratio: 1:4</b>							
JACKHAMMER & PAVING BREAKER OPERATOR LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
LABORER	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37

<b>Apprentice: LABORER</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.05	\$9.90	\$9.25	\$8.32	\$0.00	\$49.52
2	70.00	\$25.73	\$9.90	\$9.25	\$8.32	\$0.00	\$53.20
3	80.00	\$29.40	\$9.90	\$9.25	\$8.32	\$0.00	\$56.87
4	90.00	\$33.08	\$9.90	\$9.25	\$8.32	\$0.00	\$60.55

<b>Apprentice: LABORER</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.38	\$10.65	\$9.75	\$8.57	\$0.00	\$51.35
2	70.00	\$26.11	\$10.65	\$9.75	\$8.57	\$0.00	\$55.08
3	80.00	\$29.84	\$10.65	\$9.75	\$8.57	\$0.00	\$58.81
4	90.00	\$33.57	\$10.65	\$9.75	\$8.57	\$0.00	\$62.54

**Apprentice to Journeyworker Ratio: 1:5**

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$35.99	\$10.65	\$9.75	\$6.56	\$0.00	\$62.95
LABORERS	6/1/2026	\$37.29	\$10.65	\$9.75	\$6.56	\$0.00	\$64.25
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.58	\$10.65	\$9.75	\$6.56	\$0.00	\$65.54

<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 12/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.04	\$9.90	\$9.25	\$6.31	\$0.00	\$47.50
2	70.00	\$25.72	\$9.90	\$9.25	\$6.31	\$0.00	\$51.18
3	80.00	\$29.40	\$9.90	\$9.25	\$6.31	\$0.00	\$54.86
4	90.00	\$33.07	\$9.90	\$9.25	\$6.31	\$0.00	\$58.53

<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.37	\$10.65	\$9.75	\$6.56	\$0.00	\$49.33

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 6/1/2026</b>							
	<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment Total Rate</b>
	2	70.00	\$26.10	\$10.65	\$9.75	\$6.56	\$0.00 \$53.06
	3	80.00	\$29.83	\$10.65	\$9.75	\$6.56	\$0.00 \$56.79
	4	90.00	\$33.56	\$10.65	\$9.75	\$6.56	\$0.00 \$60.52
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
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LABORER: CARPENTER TENDER LABORERS	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37
For apprentice rates see "Apprentice- LABORER"							
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LABORER: CEMENT FINISHER TENDER LABORERS	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37
For apprentice rates see "Apprentice- LABORER"							
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LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	12/1/2025	\$35.92	\$10.65	\$9.75	\$8.70	\$0.00	\$65.02
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$37.22	\$10.65	\$9.75	\$8.70	\$0.00	\$66.32
	12/7/2026	\$38.52	\$10.65	\$9.75	\$8.70	\$0.00	\$67.62
	6/7/2027	\$39.92	\$10.65	\$9.75	\$8.70	\$0.00	\$69.02
	12/6/2027	\$41.32	\$10.65	\$9.75	\$8.70	\$0.00	\$70.42
	6/5/2028	\$42.82	\$10.65	\$9.75	\$8.70	\$0.00	\$71.92
	12/4/2028	\$44.32	\$10.65	\$9.75	\$8.70	\$0.00	\$73.42
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER LABORERS	12/1/2025	\$39.00	\$10.65	\$9.75	\$8.57	\$0.00	\$67.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$40.30	\$10.65	\$9.75	\$8.57	\$0.00	\$69.27
	12/7/2026	\$41.60	\$10.65	\$9.75	\$8.57	\$0.00	\$70.57
	6/7/2027	\$43.00	\$10.65	\$9.75	\$8.57	\$0.00	\$71.97
	12/6/2027	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37
	6/5/2028	\$45.90	\$10.65	\$9.75	\$8.57	\$0.00	\$74.87
	12/4/2028	\$47.40	\$10.65	\$9.75	\$8.57	\$0.00	\$76.37
For apprentice rates see "Apprentice- LABORER"							
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LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
LABORER: MULTI-TRADE TENDER LABORERS	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37

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	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

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

MARBLE & TILE FINISHERS	2/1/2026	\$45.56	\$12.84	\$15.10	\$5.41	\$0.00	\$78.91
BRICKLAYERS LOCAL 3	8/1/2026	\$47.32	\$12.84	\$15.10	\$5.41	\$0.00	\$80.67
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2027	\$48.44	\$12.84	\$15.10	\$5.41	\$0.00	\$81.79

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.78	\$12.84	\$15.10	\$5.41	\$0.00	\$56.13
2	60.00	\$27.34	\$12.84	\$15.10	\$5.41	\$0.00	\$60.69
3	70.00	\$31.89	\$12.84	\$15.10	\$5.41	\$0.00	\$65.24
4	80.00	\$36.45	\$12.84	\$15.10	\$5.41	\$0.00	\$69.80
5	90.00	\$41.00	\$12.84	\$15.10	\$5.41	\$0.00	\$74.35

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: MARBLE &amp; TILE FINISHERS</b>							
<b>Effective Date: 8/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.66	\$12.84	\$15.10	\$5.41	\$0.00	\$57.01
2	60.00	\$28.39	\$12.84	\$15.10	\$5.41	\$0.00	\$61.74
3	70.00	\$33.12	\$12.84	\$15.10	\$5.41	\$0.00	\$66.47
4	80.00	\$37.86	\$12.84	\$15.10	\$5.41	\$0.00	\$71.21
5	90.00	\$42.59	\$12.84	\$15.10	\$5.41	\$0.00	\$75.94
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 MILLWRIGHTS LOCAL 1121 - Zone 3	1/5/2026	\$45.20	\$10.58	\$11.47	\$9.75	\$0.00	\$77.00
<b>Apprentice: MILLWRIGHT (Zone 3)</b>							
<b>Effective Date: 1/5/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$24.86	\$10.58	\$0.00	\$5.36	\$0.00	\$40.80
2	65.00	\$29.38	\$10.58	\$0.00	\$6.34	\$0.00	\$46.30
3	75.00	\$33.90	\$10.58	\$11.47	\$7.31	\$0.00	\$63.26
4	85.00	\$38.42	\$10.58	\$11.47	\$8.29	\$0.00	\$68.76
<b>Apprentice Notes</b>							
Step 1&2 Appr. indentured after 1/6/2020 receive no pension.							
<b>Apprentice to Journeyworker Ratio: 1:4</b>							
MORTAR MIXER LABORERS LABORERS - ZONE 3 (BUILDING & SITE)	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OILER OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.02	\$13.78	\$12.15	\$3.00	\$0.00	\$63.95

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$32.74	\$13.78	\$12.15	\$3.00	\$0.00	\$61.67
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 3	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
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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) * * 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 3	1/1/2026	\$42.03	\$10.35	\$12.00	\$8.35	\$0.00	\$72.73
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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	\$21.02	\$10.35	\$0.00	\$0.00	\$0.00	\$31.37
2	55.00	\$23.12	\$10.35	\$0.00	\$4.59	\$0.00	\$38.06
3	60.00	\$25.22	\$10.35	\$0.00	\$5.01	\$0.00	\$40.58
4	65.00	\$27.32	\$10.35	\$0.00	\$5.43	\$0.00	\$43.10
5	70.00	\$29.42	\$10.35	\$12.00	\$5.85	\$0.00	\$57.62
6	75.00	\$31.52	\$10.35	\$12.00	\$6.26	\$0.00	\$60.13
7	80.00	\$33.62	\$10.35	\$12.00	\$6.68	\$0.00	\$62.65
8	90.00	\$37.83	\$10.35	\$12.00	\$7.52	\$0.00	\$67.70

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$39.35	\$10.35	\$12.00	\$8.35	\$0.00	\$70.05
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**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

<b>Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.68	\$10.35	\$0.00	\$0.00	\$0.00	\$30.03
2	55.00	\$21.64	\$10.35	\$0.00	\$4.59	\$0.00	\$36.58
3	60.00	\$23.61	\$10.35	\$0.00	\$5.01	\$0.00	\$38.97
4	65.00	\$25.58	\$10.35	\$0.00	\$5.43	\$0.00	\$41.36
5	70.00	\$27.55	\$10.35	\$12.00	\$5.85	\$0.00	\$55.75
6	75.00	\$29.51	\$10.35	\$12.00	\$6.26	\$0.00	\$58.12
7	80.00	\$31.48	\$10.35	\$12.00	\$6.68	\$0.00	\$60.51
8	90.00	\$35.42	\$10.35	\$12.00	\$7.52	\$0.00	\$65.29

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$40.63	\$10.35	\$12.00	\$8.35	\$0.00	\$71.33
* 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 3							

<b>Apprentice: PAINTER / TAPER (BRUSH, NEW) *</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.32	\$10.35	\$0.00	\$0.00	\$0.00	\$30.67
2	55.00	\$22.35	\$10.35	\$0.00	\$4.59	\$0.00	\$37.29
3	60.00	\$24.38	\$10.35	\$0.00	\$5.01	\$0.00	\$39.74
4	65.00	\$26.41	\$10.35	\$0.00	\$5.43	\$0.00	\$42.19
5	70.00	\$28.44	\$10.35	\$12.00	\$5.85	\$0.00	\$56.64
6	75.00	\$30.47	\$10.35	\$12.00	\$6.26	\$0.00	\$59.08
7	80.00	\$32.50	\$10.35	\$12.00	\$6.68	\$0.00	\$61.53
8	90.00	\$36.57	\$10.35	\$12.00	\$7.52	\$0.00	\$66.44

**Apprentice to Journeyworker Ratio: 1:1**

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$37.95	\$10.35	\$12.00	\$8.35	\$0.00	\$68.65
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

<b>Apprentice: PAINTER / TAPER (BRUSH, REPAINT)</b>							
<b>Effective Date: 1/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.98	\$10.35	\$0.00	\$0.00	\$0.00	\$29.33



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

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

PLUMBER & PIPEFITTER	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21

Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 3/17/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.74	\$13.50	\$10.85	\$0.00	\$0.00	\$48.09
2	50.00	\$26.38	\$13.50	\$10.85	\$0.00	\$0.00	\$50.73
3	55.00	\$29.02	\$13.50	\$10.85	\$0.00	\$0.00	\$53.37
4	60.00	\$31.66	\$13.50	\$10.85	\$0.00	\$0.00	\$56.01
5	65.00	\$34.29	\$13.50	\$10.85	\$0.00	\$0.00	\$58.64
6	70.00	\$36.93	\$13.50	\$10.85	\$0.00	\$0.00	\$61.28
7	75.00	\$39.57	\$13.50	\$10.85	\$0.00	\$0.00	\$63.92
8	80.00	\$42.21	\$13.50	\$10.85	\$0.00	\$0.00	\$66.56
9	85.00	\$44.85	\$13.50	\$10.85	\$7.10	\$0.00	\$76.30
10	85.00	\$44.85	\$13.50	\$10.85	\$7.10	\$0.00	\$76.30

Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 9/17/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.64	\$13.50	\$0.00	\$0.00	\$0.00	\$38.14
2	50.00	\$27.38	\$13.50	\$0.00	\$0.00	\$0.00	\$40.88
3	55.00	\$30.12	\$13.50	\$0.00	\$0.00	\$0.00	\$43.62
4	60.00	\$32.86	\$13.50	\$0.00	\$0.00	\$0.00	\$46.36
5	65.00	\$35.59	\$13.50	\$0.00	\$0.00	\$0.00	\$49.09
6	70.00	\$38.33	\$13.50	\$0.00	\$0.00	\$0.00	\$51.83
7	75.00	\$41.07	\$13.50	\$0.00	\$0.00	\$0.00	\$54.57
8	80.00	\$43.81	\$13.50	\$0.00	\$0.00	\$0.00	\$57.31
9	85.00	\$46.55	\$13.50	\$0.00	\$7.10	\$0.00	\$67.15
10	85.00	\$46.55	\$13.50	\$0.00	\$7.10	\$0.00	\$67.15

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<div style="border: 1px dashed black; padding: 5px; margin: 10px auto; width: fit-content;"> <p><b>Apprentice Notes</b></p> <p>**1:1,2:5,3:9,4:12</p> </div> <p><b>Apprentice to Journeyworker Ratio: 1:1</b></p>							
PNEUMATIC CONTROLS (TEMP.)	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	12/1/2025	\$37.00	\$10.65	\$9.75	\$8.57	\$0.00	\$65.97
LABORERS	6/1/2026	\$38.30	\$10.65	\$9.75	\$8.57	\$0.00	\$67.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$39.60	\$10.65	\$9.75	\$8.57	\$0.00	\$68.57
	6/7/2027	\$41.00	\$10.65	\$9.75	\$8.57	\$0.00	\$69.97
	12/6/2027	\$42.40	\$10.65	\$9.75	\$8.57	\$0.00	\$71.37
	6/5/2028	\$43.90	\$10.65	\$9.75	\$8.57	\$0.00	\$72.87
	12/4/2028	\$45.40	\$10.65	\$9.75	\$8.57	\$0.00	\$74.37
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	12/1/2025	\$36.99	\$10.65	\$9.75	\$6.56	\$0.00	\$63.95
LABORERS	6/1/2026	\$38.29	\$10.65	\$9.75	\$6.56	\$0.00	\$65.25
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$39.58	\$10.65	\$9.75	\$6.56	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PUMP OPERATOR (CONCRETE)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	5/1/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$0.00	\$45.21
TEAMSTERS 404 - Construction Service (Northampton)							
TEAMSTERS 404 - Construction Service (Northampton)							
RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

ROLLER OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Coal tar pitch) ROOFERS LOCAL 248	10/2/2025	\$44.73	\$10.60	\$8.70	\$10.00	\$0.00	\$74.03
ROOFERS LOCAL 248	7/16/2026	\$46.73	\$10.60	\$8.70	\$10.00	\$0.00	\$76.03

For apprentice rates see "Apprentice- ROOFER"

ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 248	10/2/2025	\$44.23	\$10.60	\$8.70	\$10.00	\$0.00	\$73.53
ROOFERS LOCAL 248	7/16/2026	\$46.23	\$10.60	\$8.70	\$10.00	\$0.00	\$75.53

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	10/2/2025	\$44.73	\$10.60	\$8.70	\$10.00	\$0.00	\$74.03
ROOFERS LOCAL 248	7/16/2026	\$46.73	\$10.60	\$8.70	\$10.00	\$0.00	\$76.03

For apprentice rates see "Apprentice- ROOFER"

SCRAPER OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

Apprentice: SHEETMETAL WORKER							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: SHEETMETAL WORKER</b>							
<b>Effective Date: 7/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89
6	70.00	\$30.44	\$9.06	\$9.91	\$0.00	\$1.39	\$50.80
7	75.00	\$32.61	\$9.71	\$9.91	\$0.00	\$1.47	\$53.70
8	80.00	\$34.78	\$10.35	\$9.91	\$8.72	\$1.78	\$65.54
9	85.00	\$36.96	\$11.00	\$9.91	\$8.72	\$1.86	\$68.45
10	90.00	\$39.13	\$11.65	\$9.91	\$8.72	\$1.94	\$71.35
<b>Apprentice: SHEETMETAL WORKER</b>							
<b>Effective Date: 7/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82
<b>Apprentice to Journeyworker Ratio: 1:3</b>							
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	1/1/2026	\$53.25	\$13.60	\$7.45	\$9.41	\$0.00	\$83.71
SPRINKLER FITTERS LOCAL 669	4/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
SPRINKLER FITTERS LOCAL 669	7/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	10/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	1/1/2027	\$56.54	\$14.55	\$7.50	\$9.41	\$0.00	\$88.00
	4/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	7/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	10/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	1/1/2028	\$59.83	\$15.50	\$7.55	\$9.41	\$0.00	\$92.29





**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TERRAZZO MECHANIC	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97

Apprentice: TERRAZZO MECHANIC							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$12.84	\$15.57	\$7.99	\$0.00	\$70.39
2	60.00	\$40.78	\$12.84	\$15.57	\$7.99	\$0.00	\$77.18
3	70.00	\$47.58	\$12.84	\$15.57	\$7.99	\$0.00	\$83.98
4	80.00	\$54.38	\$12.84	\$15.57	\$7.99	\$0.00	\$90.78
5	90.00	\$61.17	\$12.84	\$15.57	\$7.99	\$0.00	\$97.57

Apprentice: TERRAZZO MECHANIC							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49
2	60.00	\$42.10	\$12.84	\$15.57	\$7.99	\$0.00	\$78.50
3	70.00	\$49.12	\$12.84	\$15.57	\$7.99	\$0.00	\$85.52
4	80.00	\$56.14	\$12.84	\$15.57	\$7.99	\$0.00	\$92.54
5	90.00	\$63.15	\$12.84	\$15.57	\$7.99	\$0.00	\$99.55

**Apprentice to Journeyworker Ratio: 1:5**

TEST BORING DRILLER LABORERS	12/1/2025	\$51.95	\$10.65	\$9.75	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$53.50	\$10.65	\$9.75	\$9.80	\$0.00	\$83.70
	12/1/2026	\$55.00	\$10.65	\$9.75	\$9.80	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER LABORERS	12/1/2025	\$48.07	\$10.65	\$9.75	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.62	\$10.65	\$9.75	\$9.80	\$0.00	\$79.82
	12/1/2026	\$51.12	\$10.65	\$9.75	\$9.80	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

TRACTORS OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77

**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
<hr/>							
TUNNEL WORK - COMPRESSED AIR	12/1/2025	\$60.18	\$10.65	\$9.75	\$10.25	\$0.00	\$90.83
LABORERS	6/1/2026	\$61.73	\$10.65	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$63.23	\$10.65	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
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TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/1/2025	\$62.18	\$10.65	\$9.75	\$10.25	\$0.00	\$92.83
LABORERS	6/1/2026	\$63.73	\$10.65	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$65.23	\$10.65	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
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TUNNEL WORK - FREE AIR	12/1/2025	\$52.25	\$10.65	\$9.75	\$10.25	\$0.00	\$82.90
LABORERS	6/1/2026	\$53.80	\$10.65	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.30	\$10.65	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
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TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/1/2025	\$54.25	\$10.65	\$9.75	\$10.25	\$0.00	\$84.90
LABORERS	6/1/2026	\$55.80	\$10.65	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.30	\$10.65	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
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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
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WAGON DRILL OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
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WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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WATER METER INSTALLER	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$56.26	\$12.00	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

**Additional Apprentice Information**

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

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

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

# REPAVING & BRIDGE DECK REPAIRS OF FORT HILL ROAD EASTHAMPTON, MA

Bid No. EA26-03



# EASTHAMPTON

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M A S S A C H U S E T T S

**CITY OF EASTHAMPTON DEPARTMENT OF PUBLIC WORKS**

Submitted By:



**M<sup>C</sup>CLURE™**

McClure Engineering Company

225 Friend Street

Suite 805

Boston, MA 02114

**EASTHAMPTON**  
**SPECIAL PROVISIONS**  
**for**  
**REPAVING & BRIDGE DECK REPAIRS OF**  
**FORT HILL ROAD**

**DIVISION I**

**SCOPE OF WORK**

All work under this Contract shall be in conformance with the 2025 Massachusetts Department of Transportation – Highway Division Standard Specifications for Highways and Bridges; the Supplemental Specifications, dated September 30, 2025; the 2017 Construction Standard Details; the latest Manual on Uniform Traffic Control Devices with Massachusetts Amendments; the 1990 Standard Drawings for Signs and Supports; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of the American Standard for Nursery Stock, and the current regulations of the Architectural Access Board, the Americans with Disabilities Act and these Special Provisions.

The work under this Contract consists of removal of the existing bridge deck wearing surface; sounding of the exposed concrete deck to identify unsatisfactory areas; outlining and removal of unsatisfactory concrete; evaluation and repair of exposed deck reinforcement as directed; placement of cement concrete or rapid setting concrete based on depth of removal; installation of membrane waterproofing; installation of a new bridge deck wearing surface; debris removal; and all other associated work for the existing Fort Hill Road Bridge (Bridge No. E-05-015 (0PQ)) over the Manhan River in the City of Easthampton.

The scope of work also includes roadway paving on Fort Hill Road from River Street to East Street. This work consists of full depth pavement reclamation and associated pavement markings, including stop lines for minor street approaches, and a crosswalk at the rail trail crossing.

Fort Hill Road Bridge requires a staged construction procedure that allows for alternating one-lane traffic access over the bridge for vehicular traffic with temporary traffic control.

If required, at the end of each workday, the Contractor shall ensure that the work zone can accommodate one-way alternating vehicular traffic by means of yield control or other approved methods as approved by the engineer.

A Bid Alternate will be considered for additional roadway paving on Fort Hill Road from River Street to the intersection with Clapp Street and Old Springfield Road. This work consists of full depth pavement reclamation and associated incidental work.

## **GENERAL REQUIREMENTS**

### 1. Definitions Used in These Special Provisions

The "Municipality" and the "City" shall mean the City of Easthampton, the municipality in which the Contract work is to be performed.

"MassDOT", "Massachusetts Highway Department" and "MassHighway" shall mean the Massachusetts Department of Transportation – Highway Division.

"Engineer" shall mean the authorized representative of the City of Easthampton.

### 2. Schedule of Operations

A Pre-Construction Conference will be held at a time and place to be set following award of the Contract. At that time, the Contractor will be required to submit a plan showing his schedule of operations. Present at this meeting will be representatives of the City of Easthampton and Public Safety Officials. The purpose of the meeting will be to enable the various agencies to offer suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached between the Contractor and the various agencies.

### 3. Work Schedule

Work on this Project is restricted to a normal eight (8) hour day, five (5) day week, with the prime Contractor and all subcontractors working on the same shift. The work hours may be modified by the City upon request of the Contractor. No work shall be done on this contract on Saturdays, Sundays or Holidays without prior written permission from the City.

### 4. Guarantee After Final Acceptance (Supplementing Section 2.13 of the Standard Specifications)

The Contractor shall, at his own expense, replace any work performed under this Contract found to be defective in workmanship, material, or manner of functioning within twelve (12) months from date of final acceptance of all the installations under this Contract.

### 5. Changed Conditions. (Subsection 4.04 of the Standard Specifications)

This Subsection is revised by deleting the two sequential paragraphs near the end that begin "The Contractor shall be stopped..." and "Any unit item price determined ...".

## **GENERAL REQUIREMENTS (Continued)**

### 6. Cooperation of the Contractor (Supplementing Subsection 5.05 of the Standard Specifications)

Agents of various public service, municipal and state agencies may be entering on the work site to remove existing facilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

The Contractor shall cooperate with the various utility companies, public agencies and the City, and provide access through the site if required for their work or to observe work in connection with this project that affects their respective properties, but all official orders and directives to the Contractor will be issued by the City.

### 7. Concurrent Work by Others Within Project Limits (Supplementing Subsection 5.06 of the Standard Specifications)

Concurrent work may be in progress in the project area by the municipality, utility companies, another contractor hired by the City, or other contractors hired by private parties. The Contractor is required to coordinate his activities with these parties.

The Contractor is required to coordinate work with the local utilities to adjust, rebuild, reset and or relocate all private utilities required by the Scope of Work. Relocation and/or resetting of all private utilities to new grades made necessary by the construction of this project will be accomplished by the respective utility companies.

No additional payment will be allowed for any disruption of work schedule caused by or required to coordinate work in this contract with work to be performed by others, as described above, or which may be encountered during the prosecution of the work.

### 8. Construction Staking (Supplementing Subsection 5.07 of the Standard Specifications)

Prior to construction, the Contractor will establish baseline control from the information given by the Engineer on the Plans and from record survey available from the Engineer and the City. The Contractor shall perform all survey required for the work, said work shall be considered incidental to the Contract.

### 9. Permits (Supplementing Subsection 7.03)

The Contractor shall be responsible for obtaining the Trench Permit from the City. The Contractor shall be responsible for obtaining and coordinating all other necessary permits. Any and all fees associated with these permits shall be considered to be incidental to the Contract.

The Contractor's attention is directed to the fact that the Scope of Work may be adjusted as a result of these permits and approvals.

## **GENERAL REQUIREMENTS (Continued)**

### **10. Environmental Permits**

If field conditions and/or Contractor-proposed erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Engineer in writing at least 60 days prior to desired commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated with the Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the City will not entertain a delay claim due to the time required to modify or obtain the environmental permits. It has been assumed for this work that all work will be performed in the roadway and therefore exempt from Conservation Commission permitting. If work shall be performed outside the road footprint the City and Engineer shall be notified prior to work.

An Army Corps of Engineers (ACOE) Massachusetts General Permit (GP) may be issued to the City of Easthampton.

### **11. Erosion and Sediment Control**

Sediment and erosion control best management practices (BMPs) shall be installed prior to beginning any construction activities and shall remain in place throughout construction and until all disturbed areas are re-vegetated. Additional BMPs shall be installed wherever directed. The Engineer has the authority require additional erosion and sedimentation control measures be installed for the protection of the Manhan River. Such measures will involve the construction of staked straw bales, a settling basin/tank, silt fences, turbidity curtains, or other control devices or methods as necessary to control erosion and sedimentation.

The erosion and sediment control features installed by the Contractor shall be satisfactorily maintained by the Contractor until acceptance of the project.

In the event of conflict between these specifications and laws, rules, or regulations of local agencies, the more restrictive requirements shall apply.

If temporary erosion and sediment control measures are required due to the Contractor's negligence or carelessness, the control measures shall be performed by the Contractor at his own expense. Construction of temporary erosion and sediment control measures, which are not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls, will be performed as shown on the Plans and/or as ordered by the Engineer.

Repeated failures by the Contractor to control erosion, pollution, and/or siltation, shall be cause for the Engineer to employ outside assistance or to use his own forces to provide the necessary corrective measures. The cost of such assistance plus project engineering costs will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress estimate.

Payment for temporary soil erosion and control work will be included under Item 767.121 in the Contract.

## **GENERAL REQUIREMENTS (Continued)**

### **12. Site Access Restraints**

The Contractor is hereby notified that all equipment access is prohibited along the roadway embankments or within the waters or banks of the Manhan River. All equipment staging is to be performed from within the existing paved areas of the roadway.

### **13. Public Safety and Convenience** (Supplementing Subsection 7.09 of the Standard Specifications)

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zone to all abutting properties at all times. Unless otherwise approved by the City, one lane shall be open to provide access to abutting properties at all times during the execution of the work. The Contractor shall at all times provide access to public and private lots and alleys in the work area or arrange 24 hours in advance for disruption in access.

Before the start of work, the Contractor shall post all locations in compliance with the Manual of Uniform Traffic Control Devices (MUTCD) and the Temporary Traffic Control Plans in the Contract documents.

The Contractor shall familiarize himself with the provisions of the Manual of Uniform Traffic Control Devices Part VI Construction and Maintenance. During construction, the Contractor shall provide traffic warning devices that conform to the MUTCD in order to properly protect traffic and pedestrians from the Work. The Contractor shall be responsible for providing, positioning, repositioning, maintaining and removing signs through the course of the project as deemed necessary by the City or the Engineer.

A police detail is required when the Easthampton Police Department deems it necessary to provide safety to crews and the public.

The Contractor is responsible for calling the Police Department a minimum of forty-eight (48) hours prior to work requiring a police detail. It is the Contractor's responsibility to cancel a Police Detail at a minimum of four (4) hours in advance of the start of the shift if conditions so warrant. The Contractor shall be responsible for paying for Police Details if the Contractor fails to show for the job or if the Contractor fails to cancel the detail with adequate advance notice.

The Contractor is responsible for signing any officers on and off site for invoicing purposes. The Contractor shall inform the City when officers when, how long, and how many officers have been onsite each day.

When calling in for Police Detail and signing any police details in and out the Contractor should clearly state which road the detail has been ordered for (i.e, Fort Hill Road Bridge) so that the detail can be invoiced accordingly.

The City will pay for the Police Detail directly when work pertains to work described within this contract document. All detail invoices shall be sent to the attention of the City Engineer's office for approval.

## **GENERAL REQUIREMENTS (Continued)**

This provision of Police Details shall not relieve the Contractor of the responsibility of providing proper traffic control devices when operating adjacent to the roadway while it is open to the public. Any costs associated with these devices are the responsibility of the Contractor and shall be accounted for in the unit costs unless otherwise provided for.

The Contractor shall provide sufficient fencing, barricades and signage and otherwise provide for security around all excavations and stockpiles. Cost for these items shall be included in the unit costs for the items of work.

The above provisions represent minimal requirements for maintenance of traffic and safety and may be modified at the discretion of the Engineer.

If, at any time, in the judgment of the Engineer, the Work is not properly made safe in regard to public travel, persons on or about the Work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguard into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or City in so doing. Such action of the Engineer or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards, or damages resulting from by reason of, or in connection with the failure to take precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this section.

Any automotive equipment, not protected by traffic cones or plastic drums, that is working on a public way under this project shall have one amber flashing warning light mounted on the cab roof or on the highest practical point of the machinery visible to both oncoming and overtaking vehicles, at least 32 candlepower and 50 - 60 flashes per minute. This light shall be in operation while the equipment is working or traveling in the work area at a speed of less than 25 mph, and a slow-moving vehicle emblem shall also be displayed.

Construction equipment shall not park within any travel way unless said equipment is adequately lighted and protected by safety devices and vehicular traffic is appropriately detoured. Appropriate MUTCD requirements shall apply.

### 14. Steel Plates in Construction Zones (Supplementing Section 7.09 of the Standard Specifications)

At the end of each working day when trenches or concrete excavation areas in areas of public travel are covered with steel plates, each edge of such plates shall be secured to base and beveled to grade.

## **GENERAL REQUIREMENTS (Continued)**

### **15. Protection of Utilities and Property (Supplementing Subsection 7.13 of the Standard Specifications)**

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer. It is the Contractor's responsibility to provide adequate notice to all public and private utilities that may be affected by the construction of the project.

The Contractor is directed to coordinate with the City of Easthampton DPW for utility contacts. A Trench permit application submittal works as a notification to the City to mark City-owned utilities and should be coordinated ahead of DigSafe requests markings to be sure all markings are in complete and a trench permit is in place before any excavation work occurs.

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, etc., will occur. Whatever measures are necessary to protect these lines during work shall be included in the Contract unit price for the items involved.

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owners or representatives. The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The Dig Safe Call Center telephone number is 1-888-344-7233.

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, trees, shrubs, grass and landscaping shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the work.

In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the City or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided.

## **GENERAL REQUIREMENTS (Continued)**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

Utility structures not correctly adjusted to proper grade prior to paving or buried during construction shall be uncovered, repaired if necessary and reset to grade at Contractor's expense.

### **16. Prosecution of Work (Supplementing Subsection 8.03 of the Standard Specifications)**

Before starting any work under this Contract, the Contractor shall prepare and submit to the Engineer for approval, a plan (based on the Contract Temporary Traffic Control Plans) that indicates the traffic routing proposed by the Contractor during the various stages and time periods of the work and the temporary barricades, signs, drums and other traffic control devices to be employed during each stage and time period of the work to maintain traffic and access to abutting properties.

Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Traffic control devices required only during working hour operations shall be removed at the end of each working day. Signs having messages that are irrelevant to the proposed traffic conditions during each phase of operations shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

When in the opinion of the Engineer, construction operations constitute a hazard to the safety of the travelling public in the area, the Contractor may be required to restrict or suspend operations and remove equipment from the roadway. The Contractor may also be required to suspend operations during certain hours and to remove the Contractor's equipment from the roadway.

Areas outside the limits of proposed work disturbed by the Contractor's operations shall be restored by the Contractor to their original condition at the Contractor's expense.

### **17. Safety Controls for Construction Operation (Supplementing Subsections 850.21 and 850.61 of the Standard Specifications)**

Safety controls for construction operations shall be done in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices, the Temporary Traffic Control Plans and the following:

Positioning, adjusting and re-positioning of all devices such as traffic cones, high level warning devices, etc., not otherwise classified and paid for under other items in this Contract, is considered incidental and no separate payment will be made.

## **GENERAL REQUIREMENTS (Continued)**

### 18. Work Done By Others

**Relocation and/or resetting to new grades of all private utilities, including utility poles, will be accomplished by the respective utility.** Contractor shall contact and coordinate with private utilities as necessary for this work to be completed.

### 19. Material Removed and Stacked

All materials owned by the municipality and/or noted on the Contract documents to be removed and stacked shall be carefully removed, transported and stacked (on boards) at the discretion of the Engineer.

The Contractor shall be held responsible for any damage to the materials to be stacked before final removal. The Contractor's responsibility shall cease upon final acceptance of the work or 60 days from the time a certified notice (with a copy sent to the Engineer) is sent to the owner of the material advising him that it is available for removal.

If the Engineer or the City determines that any part of the stacked material is unsuitable for reuse, said materials shall become the property of the Contractor, and the Contractor shall dispose of them away from the site. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

### 20. Disposal of Surplus Materials

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and disposed of legally. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

### 21. Environmental Protection

The Contractor shall operate only in those areas approved by the Engineer and shall provide protective measures called for in various Contract Items or at the direction of the Engineer. All protective measures shall be maintained by the Contractor until removal is approved by the Engineer or at the end of the Project.

The Contractor shall maintain all construction and storage areas free of debris and trash.

The Contractor shall be responsible for restoration of disturbed areas as provided for in the various items. Any damage to areas not approved by the Engineer shall be restored at the Contractor's expense. Should the Contractor fail to make the necessary repairs, the City may make such repairs and charge them against the Contractor.

## **GENERAL REQUIREMENTS (Continued)**

Daily maintenance and fueling of equipment shall be conducted away from all wetland areas and any adjacent stormwater inlets that are not protected. The Contractor shall have sufficient materials on hand to control and clean up any spillage. In the event of an accidental spillage within any wetland area, the Contractor shall take immediate action to prevent contamination of wetland areas, and he shall cease operations and notify the Engineer. The cost of cleanup of any contamination shall be the responsibility of the Contractor.

Maintenance and repair other than daily requirement shall be done off-site at the Contractor's own facility or service yard.

From time to time the site may be visited or inspected by Local, State or Federal agencies responsible for protection of the environment. The Contractor shall cooperate with the representatives and shall not hinder or impede their work.

All protective measures shall be paid for in the costs of the various items.

The Contractor shall provide for removal of dirt spilled from his trucks on existing pavement over which it is hauled or otherwise deposited whenever in the judgment of the Engineer the accumulation is sufficient to cause the formation of mud or dust or interfere with drainage.

Dust Control: Provide positive methods and apply dust control materials to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into the atmosphere. Dust control shall be paid under Item 440. Calcium Chloride For Roadway Dust Control or Item 443. Water For Roadway Dust Control.

The Contractor shall provide sanitary facilities for the use of workers at the site and shall ensure that they are maintained in a clean condition. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The sanitary conveniences shall be the obligation and responsibility of the Contractor.

### 22. Drainage

It shall be the Contractor's responsibility to maintain drainage in the project areas to provide continual drainage of the travel ways and construction area and in conformance with permits and approvals in the area under construction prior to the time the final system is put into use.

### 23. Property Bounds

The Contractor shall exercise due care when working around all property bounds which are to remain. This shall include, but not necessarily be limited to, concrete and granite bounds, iron rods, rebars, stakes, pipes, nails, or any other property or layout markers whether existing or proposed under this project. Should any damage to a property marker result from the actions of the Contractor, the marker shall be replaced, realigned, and/or reset to its intended position and certified as to the correct location by a Massachusetts Registered Professional Land Surveyor as directed by the Engineer. No further compensation will be due to the contractor for the materials and labor required to re-establish the property marker as described above.

## **GENERAL REQUIREMENTS (Continued)**

### **24. Concrete Foundations**

Concrete foundations of items to be removed, if not interfering with the proposed construction, may be abandoned in place with approval of the Engineer. Foundations left in place under roadway surface shall be removed to a depth of 3 feet below finished grade; all other foundations left in place shall be removed to a depth of 12 inches below the finished grade. The top 12 inches shall be restored to match the existing grade with materials similar in kind to the abutting materials.

### **25. Temporary Access to Area Residents**

The work is in a predominantly residential area of the City and access to all properties must be maintained at all times. The Contractor shall provide safe and ready means of ingress and egress to all abutting properties in the project area, both day and night, for the duration of the project.

### **26. Open Excavations**

All open excavations shall be adequately safe guarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the City. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench shall not remain open overnight.

### **27. Sheeting and Bracing**

The Contractor shall furnish, place and remove all sheeting and bracing required to support the sides of the trenches or other excavations for this project.

The Contractor shall be solely responsible for the safety of the workman and the adjacent facilities from danger of caving and sliding and all work to be done shall be in strict accordance with the Department of Labor, Occupational Safety and Health Administration regulations and suggested practices for construction excavation and/or other applicable codes and regulations.

Special precautions shall be taken to guard against any damage to or settlement of pavements, buildings, walls, pipes, ducts, or other structures and facilities that are adjacent to the work.

The cost of providing and removing sheeting, shoring and bracing shall be included in the cost of various items of work under this contract and no additional compensation will be allowed therefore.

### **28. Work During Inclement Weather**

No work shall be done under this Contract except by permission of the Engineer when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor, upon the direction of the City, shall suspend all work until instructed to resume operations by the City. Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor. No earth fill or embankment shall be placed upon frozen material. If there is a delay in the Work due to the weather conditions, the necessary precautions must be taken to bond new work to old.

## **GENERAL REQUIREMENTS (Continued)**

### **29. Sweeping of Streets**

All work areas shall be kept clean by the Contractor. The Contractor shall provide weekly sweeping of streets and gutters or more frequently if needed within the Limits of Work, subject to approval of the Engineer.

The Contractor shall also be responsible for sweeping and cleaning of surfaces beyond the limits of the project immediately to clean up material caused by spillage or vehicular tracking. Sweeping of streets shall be included in the various items and no additional compensation will be allowed therefore.

### **30. Shop Drawings Submittals**

The Contractor shall, within 10 days after receipt of Notice to Proceed, submit to the Engineer for approval a submittals schedule for all materials and equipment required for this Project. Submittals schedule shall indicate required dates for submitting shop drawings, samples, and product data for materials in order to meet project schedule.

The approval of Shop Drawings shall be general and shall not relieve the Contractor of his responsibility for adherence to the contract or for any error in the drawing.

The Contractor shall not receive payment for, nor will he be allowed to install any item or materials, which require shop drawing approval unless and until he has received shop drawing approval for that item from the Design Engineer with an approval stamp placed thereon.

Within 15 days after receipt of an approved shop drawing for any item, the Contractor shall provide the Town written proof that he has ordered such approved materials required on the subject contract and a written confirmation of such order and delivery schedule from the manufacturer of the item. This delivery schedule shall be appropriate for timely completion of this project.

### **31. Public Water Supply**

In accordance with rules and regulations of the Massachusetts Department of Environmental Protection and the City of Easthampton, the Contractor is required to provide a backflow preventer and obtain a permit from the Water Department before tapping into any hydrant within the City. The Contractor must coordinate with the Utilities Division to have City staff onsite for any hydrant tapping that is required. **The City will suspend the work for any violation of this provision.**

It shall be the Contractor's responsibility to ensure that all subcontractors likewise understand and comply with this provision. It should be noted that there is no public water supply in the immediate vicinity of the project site.

## **GENERAL REQUIREMENTS (Continued)**

### 32. Personal Protective Safety Equipment for Contractor Personnel

The Contractor is responsible to ensure that all personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. Safety equipment shall be provided at no additional cost to the City.

### 33. Mobilization

The Bidder's attention is directed to Subsection 748.20 of the MassDOT Supplemental Specifications. **The unit price for Mobilization (Item 748.) shall not exceed 3% of the contract bid total, exclusive of this item.** Failure to observe this requirement may result in rejection of the bid in accordance with Subsection 2.04 of the Standard Specifications.

### 34. Pavement Markings

All permanent pavement markings must be applied within two weeks of paving the top course. The Contractor shall wait until all paving has been completed prior to applying the permanent pavement markings.

### 35. Sawcuts

Sawcuts shall be made in new and/or existing pavement in areas of excavation, pavement transition limits, at driveways, limits of full depth pavement construction and as directed by the Engineer. **Payment for this work shall be included in the unit price under the applicable items.**

### 36. Pavement Joints

All joints between proposed pavement and existing pavement to remain shall be coated with a hot poured rubberized asphalt sealer. The application of hot poured rubberized asphalt sealer, where required in accordance with Subsection 450.49.A of the Supplemental Specifications, shall be considered incidental to the work included under the respective paving items.

### 37. Oil and Hazardous Material Spills Prevention

Measures must be taken by the Contractor to prevent spills and leaks of oils or other hazardous materials to the environment. Such measures include but are not limited to:

- (1) Proper maintenance of construction equipment.
- (2) Design fuel and hazardous material handling areas so as to prevent releases to the environment (include containment structures if needed).
- (3) Instruct personnel in proper waste handling procedures and strictly prohibit disposal into drains, waterways or receptacles designed for non-hazardous waste only (e.g. trash dumpsters).

## **GENERAL REQUIREMENTS (Continued)**

The Department of Environmental Protection (DEP) regulations 310 CMR 30.00 and 40.00 address proper management procedures for oil and hazardous waste. Releases or threats of releases of oil or hazardous materials must be reported to the DEP if the amounts equal or exceed reportable quantities. Reportable quantities are listed by DEP in 310 CMR 40.900. Notification to DEP must be made as soon as possible but not more than two hours after obtaining knowledge of a release or threat of release.

### **38. Precautions Under Electric Lines**

The Contractor's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...the minimum clearance between the lines and any part of the crane or load must be at least ten feet from lines rated 50 KV or below, and greater distances for higher voltage...". For the protection of personnel and equipment, the Contractor shall be aware of this regulation especially during paving operations using large semi-trailer vehicles.

### **39. Concrete Work**

The various classes of concrete shall conform to the applicable requirements of Section 901 of the Standard Specifications with the following conditions. Where the Contractor is given the option of cast-in-place concrete or precast units, the steel reinforcements shall be the same, whichever is used. If a lifting hook is required for a precast unit, it shall be so placed that it will neither cramp the space for work to be done within the unit nor appear on the exposed surface of the completed work. Surfaces that will be exposed in the completed work shall be finished with a wood float.

All concrete forms except sheeting, whether below or above grade, shall be removed. Steel reinforcement shall conform to the applicable provisions of Subsection M8.01.0 of the standard Specifications, except that bars used for pulling irons shall be plain bars without deformation.

### **40. Preservation of Roadside Growth** (Section 8.08 shall be amended as follows)

The Contractor shall take all necessary care when excavating or working in the vicinity of existing trees so that the root systems, trunks, and branches are not damaged. All precautions shall be taken to ensure that heavy equipment does not damage any roots, including those that lie below the limits of excavation.

Do not store equipment or stockpile materials within drip line of trees or in areas enclosed by tree protection fencing.

Avoid any direct soil contamination in root zone area by petroleum, petroleum products or solvents, salts or any other pollutant during construction.

All cutting or trimming of trees to be preserved shall be executed by a Massachusetts Certified Arborist and shall be approved by the City prior to cutting/trimming. The Contractor shall provide the Engineer with a copy of the certification prior to any work on trees.

Existing trees adjacent to construction shall be protected using Individual Tree Protection as specified under Item 102.51.

## **GENERAL REQUIREMENTS (Continued)**

Trees that, in the judgment of the Engineer, have been irreparably damaged by the Contractor shall be replaced in kind and in size, or with a quantity of 2-inch caliper replacement trees (the quantity of which shall be determined by the Engineer) such that the cumulative caliper of the replacement trees will be up to the equivalent of diameter of the lost tree at breast height.

The cost for the removal of destroyed tree(s), including roots and stump, as well as the cost of replacement trees, shall be paid for by the Contractor.

### **41. Monthly Price Adjustment For Hot Mix Asphalt (HMA) Mixture**

This provision applies to all hot mix asphalt (HMA) mixtures containing liquid asphalt cement. The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

#### **Base Price**

The Base Price of liquid asphalt is a fixed price determined at the time of bid by the MassDOT by using the same method as for the determination of the Period Price detailed below.

#### **New Asphalt Period Price Method**

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by MassDOT 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. MassHighway will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted MassHighway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

The Contract Price of the hot mix asphalt mixture 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 virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

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.

## **GENERAL REQUIREMENTS (Continued)**

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

### **42. Monthly Price Adjustment For Diesel Fuel and Gasoline**

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the City, 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 MassDOT's web site ([www.massdot.state.ma.us](http://www.massdot.state.ma.us)) 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 affected 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 in quantity.

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

<b>ITEMS COVERED</b>	<b>FUEL FACTORS</b>	
	<b>Diesel</b>	<b>Gasoline</b>
Excavation and Borrow Work: Items 120.1, 123., 127.1, 140., 141., 144., 151., and 151.2. (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

## **GENERAL REQUIREMENTS (Continued)**

### **43. Monthly Price Adjustment For Portland Cement Concrete Mixture**

This provision applies to all projects using Portland cement concrete. 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 MassDOT by using the same method as for the determination of the Period Price (see below).

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 an approved extension of time.

## **GENERAL REQUIREMENTS (Continued)**

### **44. Monthly Price Adjustment For Structural Steel and Reinforcing Steel**

This provision applies to projects containing a price adjustment for structural steel and reinforcing steel. It applies to all structural steel as defined below and all reinforcing steel 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 structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings, and unfabricated reinforcing steel bars.

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 subject to a price adjustment by the index factor calculated as shown below under Example of a Period Price Calculation.

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

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 Notice to Contractors section of the Bid Documents.

The Base Price Date is the month and year in which the Town opened bids for the project. This date is used to select the Base Price Index.

Period Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are variable prices calculated based on the purchase date of the steel (Period Price Date) using an index of steel prices to adjust the Base Price.

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 City 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.

## **GENERAL REQUIREMENTS (Continued)**

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

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 the Town. 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://www.bls.gov/PPI/>*

**End Division I**

**ITEM 102.51**

**TREE PROTECTION - TRUNK PROTECTION**

**EACH**

Tree trunk protection shall consist of furnishing, installing, maintaining and removing tree trunk protection measures within the project area. Tree trunk protection shall be implemented when Tree Protection Temporary Fence is not fully implemented or there is need for the Contractor to conduct work within a fenced Tree Protection Zone. Tree trunk protection shall include wrapping the tree with ¼” closed cell foam pad first, then installing 1.5-inch thick wooden boards (“2x4” framing lumber) held to the tree with adjustable strapping. No fasteners are allowed to penetrate the tree or its bark. All tree protection measures shall be submitted for approval by the Engineer prior to installation and will be subject to the approval by the Engineer and/or the City Tree Warden.

The Contractor is responsible for preventing damage to trees from construction activities, whether the tree is located in the public way, or on private property. Public Shade Trees, as determined by the Engineer, are subject to the penalty provisions contained on MGL Chapter 87, which is under the jurisdiction of the City Tree Warden.

All tree protection measures shall comply with ANSI A300 Part 5 and are to be installed prior to the start of any demolition and/or construction. Said measures shall be maintained by the Contractor for the duration of the project. Removal of tree protection measures shall be done after construction is completed and with the approval of the Engineer.

All work under this Item will be paid for at the contract unit price per each for Tree Protection – Trunk Protection. Boards installed at greater than 8’ in height may be allowed a cost adjustment at discretion of Engineer.

**ITEM 127.4**

**REINFORCED CONCRETE DECK EXCAVATION  
(FULL DEPTH)**

**SQUARE YARD**

**ITEM 127.41**

**REINFORCED CONCRETE DECK EXCAVATION  
(PARTIAL DEPTH)**

**CUBIC YARD**

The work to be done under these Items consists of full-depth and/or partial-depth removal and satisfactory disposal of all disintegrated or otherwise unsatisfactory reinforced concrete from the bridge deck, as directed by the Engineer. These items shall be used only in conjunction with repair of concrete bridge deck (Item 909.3).

For partial depth concrete excavation, if reinforcement bars are over 50% exposed, removal shall extend a minimum of one (1) inch beyond the bar. Undercut exposed reinforcing steel to provide a minimum clearance of one (1) inch around bars. Remove additional concrete as necessary to provide minimum required thickness of repair material. Care shall be taken to protect reinforcing.

Full concrete deck thickness:  
Fort Hill Road: 13”

The cost of excavation is noted under method of measurement and basis of payment.

Also included under these items is the removal and satisfactory disposal of any existing waterproofing membrane above the concrete deck. Any existing membrane shall be carefully removed down to the concrete surface without doing any damage to the surface of the concrete.

## **ITEM 127.4 & ITEM 127.41 (Continued)**

Once the waterproofing membrane has been removed, an inspection of the exposed concrete bridge deck is required to determine the extent of deterioration. After this inspection, a decision will be made as to the degree of repairs needed. In any case, the new membrane waterproofing shall not be placed until permission is given by the Engineer.

The edges of all areas where concrete is removed shall be saw cut to a maximum depth of 1 inch, and all costs in connection with such work shall be considered as included under this item.

The cost for the removal of any hot mix asphalt on bridge decks shall be included under Item 129.6, Bridge Pavement Excavation.

### **Equipment**

Surface preparation and concrete removal equipment shall be of the following types:

1. Pneumatic and Power-Driven Chipping Hammers: In no event shall any pneumatic or power hammer weighing in excess of twenty-five (25) pounds be used for the removal of concrete. Pneumatic or power hammers heavier than the nominal fifteen (15) class shall not be used for removing concrete from below any reinforcing bar.
2. Abrasive Blasting Equipment: Abrasive blasting equipment shall be capable of removing rust and old concrete from exposed reinforcing steel when deemed necessary. During the prosecution of work under these Items for the removal of disintegrated concrete, the Engineer may reject the use of any methods or equipment that causes undue vibration or possible damage to the structure or any part thereof.

### **Preparation of Surface**

All reinforcement bars and concrete surfaces exposed shall be cleaned by abrasive blasting. No grease, dust, rust, or laitance will be allowed to remain.

The Contractor shall take all precautions necessary so as not to damage any portion of the deck that is to remain. Any existing reinforcing steel damaged as a result of the Contractor's operations shall be repaired to the satisfaction of the Engineer and at the contractor's expense. Any steel that is unsuitable for further use through no fault of the Contractor shall be replaced under Item 910., Steel Reinforcement for Structures – Epoxy Coated. All reinforcing steel that is loose shall be tied tightly together using wire ties.

Temporary protective shielding must be used on bridge during full-depth excavation and when, in the opinion of the Engineer, there is the possibility of dislodging concrete from the bottom of the deck. Temporary protective shielding to be hung from or anchored into the piers, abutments, or deck. Any anchorage holes shall be placed to avoid existing reinforcing steel, and all holes are to be plugged and grouted after the anchorage is removed.

As the work is anticipated to occur from the bridge, access to the river has not been permitted. If the contractor requires access to the river, coordination and permitting through the Conservation Commission is required and should be considered incidental to this item.

## **ITEM 127.4 & ITEM 127.41 (Continued)**

Shielding shall be designed to safely withstand all loads that it will be subjected to. The allowable design stresses shall be in accordance with AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition. The design shall also include a description of the equipment and construction methods proposed for the deck removal and also the maximum size of deck area being excavated. The shielding shall also be designed to withstand the maximum size of excavated area should it fall during excavation or removal. No debris shall be swung over traffic on or below the bridge. No debris shall be allowed to fall into water below the bridge.

### **Final Cleaning**

Immediately before preparation for placement of new concrete, the exposed area to be patched shall be free of all oil, grease, rust, or other foreign material. These materials shall be removed by abrasive blasting and by the use of oil free compressed air.

The Contractor shall take all measures necessary to protect pedestrian and vehicular traffic from his construction operations.

No debris, tools or incidental equipment of any kind will be permitted to fall into areas where vehicular or pedestrian traffic exists or into the waterways below the bridge.

Any material that accidentally falls into such areas shall be removed immediately. All materials removed under this Item shall be removed from the job site and disposed of in a legal manner at no additional cost.

### **Limits of Full Depth Excavation:**

If the depth of deteriorated concrete exceeds 50% of the original deck thickness, then full depth excavation shall be used in lieu of the partial depth excavation.

### **Steel Plates**

When necessary, steel plates shall be immediately installed over deck failures until the temporary repairs can be made. Installing steel plates over deck failures will be considered incidental to this item and no specific compensation will be made.

## **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Reinforced Concrete Deck Excavation full and partial depth will be measured by square yard and cubic yard respectively; and the quantity paid for shall be the actual number of square yards/cubic yard of concrete removed and properly disposed. The unit price per square yard / cubic yard shall include full payment for all labor, tools, and equipment, including steel plates, and proper disposal of concrete and steel debris, necessary to complete the work to the satisfaction of the Engineer.

Under no circumstances shall the contractor receive payments under both items for a given area of concrete excavation.

Installation and removal of temporary protective shielding shall be paid under Item 994.1.

**ITEM 129.6****BRIDGE PAVEMENT EXCAVATION****SQUARE YARD**

The work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work under this Item consists of removal and disposal of the bridge bituminous pavement and membrane waterproofing as required by the Engineer. The depth of existing bridge pavement may vary but is approximately 2½" (Fort Hill Road).

Incidental to this item is protection of the river below to prevent any debris from entering the intersecting river. The contractor is responsible to remove all removed materials and any additional debris generated by his process from the site. Removal is incidental to this item.

It is expected that a combination of mechanical methods will be used to remove the existing material, and all methods and tools are subject to approval of the engineer. If the existing bridge is load posted and the size and dynamic impact of any equipment shall be limited to the current posting limits on the bridge.

**CONSTRUCTION METHODS**

The Contractor must take all precautions not to damage the existing concrete deck. The pavement and membrane waterproofing shall be removed by pre-approved method. The Contractor shall submit his proposed method of pavement excavation for the Engineer's approval.

The use of full-depth bridge pavement excavation by the traditional "Cold-Planer" method will not be allowed.

The work consists of the removal and satisfactory disposal of the existing hot mix asphalt wearing surface and the membrane waterproofing from bridge decks.

The Engineer may reject the use of any methods or equipment that causes undue vibration or possible damage to the structure or any part thereof. The Contractor shall take all precautions necessary to prevent damage to the bridge decks while excavating the wearing surface. Damage caused to the bridge deck from wearing surface removal shall be repaired at the Contractor's expense.

The Contractor shall excavate the hot mix asphalt for each phase to a neat longitudinal limit to the satisfaction of the Engineer.

**METHOD OF MEASUREMENT**

Item 129.6 will be measured for payment by the Square Yard of removed pavement and membrane waterproofing, regardless of depth.

**BASIS OF PAYMENT**

Item 129.6 will be paid for at the Contract unit price per Square Yard of removed pavement, which price shall include all labor, materials, equipment, complete removal and the disposal of the old bituminous concrete surfaces and membrane waterproofing, and all incidental costs required to complete the work.

**ITEM 403.**

**RECLAIMED PAVEMENT  
FOR BASE COURSE AND/OR SUB-BASE  
CRUSHED STONE FOR BLENDING**

**SQUARE YARD**

**ITEM 403.1**

**TON**

**ITEM 404.5**

**RECLAIMED PAVEMENT BORROW MATERIAL**

**CUBIC YARD**

Work under these items shall conform to the relevant provisions of Sections 403. and 404. of the Standard Specifications and the following.

The existing pavement and subbase shall be reclaimed to a depth of ten (10) inches to produce a suitable base for the placement of hot mix asphalt intermediate and surface course. The top 3.5 inches of reclaimed material shall be removed along the entire length of roadway, with the exception of 250 feet on each approach to the bridge for placement of the hot mix asphalt intermediate course and 100 feet at each project limit. The depth of material removed shall transition from 3.5 inches to 5.5 inches in depth to allow for proposed pavement to match into the pavement surface course at the bridge deck and project limits.

Surplus material removed from the roadway shall be used for treatment along the edge of road in locations not immediately adjacent to residential property. The material shall be rehandled and spread to a depth of four inches and a width of two (2) feet along the roadway edge. All work associated with the rehandling, spreading, and compacting of reclaimed pavement borrow material shall be paid under Item 404.5. Any surplus remaining shall be removed from the project with no further compensation.

<u>ITEM 450.23</u>	<u>SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5)</u>	<u>TON</u>
<u>ITEM 450.32</u>	<u>SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0)</u>	<u>TON</u>
<u>ITEM 450.611</u>	<u>SUPERPAVE BRIDGE SURFACE COURSE – 12.5 POLYMER (SSC-B - 12.5 - P)</u>	<u>TON</u>

The work under this item shall conform to the relevant provisions of Section 450 of the Standard Specifications and the following:

It is intended that Superpave mixes shall be placed for the roadway surface and intermediate courses.

The maximum amount of Recycled Asphalt Pavement (RAP) used in HMA pavement courses for bridge decks shall not exceed 15%. All Superpave Intermediate and Surface Course mixtures placed on the bridge shall be treated with an approved anti-stripping compound as specified under Subsection 450.30: General. The addition of anti-strip incorporated in the mixes shall be in accordance with the anti-strip Manufacturer’s recommendation.

HMA pavement shall be placed on the bridge within 24 hours after the membrane waterproofing has been placed. No vehicular traffic shall be permitted over any bare membrane waterproofing. Equipment used for placement and compaction of the Superpave Intermediate and Surface Courses on the bridge shall be sufficient to place the HMA mixture at the required grade, cross-slope, thickness, and in-place density without damaging the underlying membrane waterproofing. Rollers will not be allowed to use the vibratory function when compacting the mat. Rollers operated in oscillatory mode may be permitted.

HMA pavement design shall be as follows:

Fort Hill Road

Bridge

2.5” Superpave Bridge Surface Course – 12.5 Polymer (SSC-B - 12.5 - P)  
Over Membrane Waterproofing for Bridge Deck Repairs

Roadway & Bridge Approaches

2” Superpave Surface Course – 12.5 (SSC - 12.5)  
Over 3.5” Superpave Intermediate Course – 19.0 (SIC – 19.0)  
Over Reclaimed Asphalt Base

HMA material on the bridge deck and in the roadway shall be in accordance with Section 450 of the Standard Specifications, QA requirements per Section 450.

**ITEM 482.31****SAWING AND SEALING JOINTS IN ASPHALT  
PAVEMENT AT BRIDGES****FOOT**

The work to be done under this Item consists of making a sealed kerf across the full width of the finished asphalt pavement at the bridge abutments. The shape, width, and depth of the kerf shall be as shown in the project construction details.

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 in the project construction details. 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.

Once the groove is clean and dry, the Contractor shall fill it completely with a hot-applied bituminous crack sealer meeting the requirements of M3.05.4 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.

**METHOD OF MEASUREMENT**

Item 482.31 will be measured for payment by the Foot, of the actual number of feet of kerf sawed and sealed in the asphalt pavement surface, complete in place.

**BASIS OF PAYMENT**

Item 482.31 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.

The work under this item shall conform to the relevant provisions of Subsections 670, 751 and 767 of the Standard Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment control barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier. Photo-biodegradable fabric shall not be used.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods:

- 9-inch compost filter tubes
- Straw bales which shall be trenched

No straw wattles may be used. Additional compost filter tubes (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

Sediment control barriers shall be installed as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

## **MATERIALS AND CONSTRUCTION**

Barriers shall be staked, trenched, and/or wedged as specified herein and according to the Manufacturer's instructions. Barriers shall be securely in contact with existing soil such that there is no flow beneath the barrier.

### **Compost Filter Tube**

Compost material inside the filter tube shall meet M1.06.0, except for the following: no peat, manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be made of 100% biodegradable materials (i.e., cotton, hemp or jute) and shall have a knitted mesh with openings that allow for sufficient water flow and effective sediment capture.

Tubes shall be tamped, but not trenched, to ensure good contact with soil. When reinforcement is necessary, tubes shall be stacked.

## **ITEM 767.121 (Continued)**

### **Straw Bales**

Straw bales shall be used as specified by the Orders of Condition and any other permit requirements. Bales should be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. All bales should be either wire-bound or string-tied. Straw bales should be installed so that bindings are oriented around the sides (rather than along the tops and bottoms) of the bales in order to prevent deterioration of the bindings.

The barrier should be entrenched and backfilled. A trench should be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. The trench must be deep enough to remove all grass and other material which might allow underflow. After the bales are staked and chinked (filled by wedging), the excavated soil should be backfilled against the barrier. Backfill soil should conform to the ground level on the downhill side and should be built up to 4 inches against the uphill side of the barrier.

Each bale should be securely anchored by at least 2 stakes or re-bars driven through the bale. The first stake in each bale should be driven toward the previously laid bale to force the bales together. Stakes or re-bars should be driven deep enough into the ground to securely anchor the bales. For safety reasons, stakes should not extend above the bales but should be driven in flush with the top of the bale.

The gaps between the bales should be chinked (filled by wedging) with straw to prevent water from escaping between the bales. Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency. Wedging must be done carefully in order not to separate the bales.

When used in a swale, the barrier should be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

### **Maintenance**

Maintenance of the sediment control barrier shall be per Section 670.60 of the Standard Specifications or per the Stormwater Pollution Prevention Plan (SWPPP), whichever is more restrictive.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact (despite fabric decay) and continues to provide effective water and sediment control, barrier does not necessarily require replacement.

## **ITEM 767.121 (Continued)**

### **Dismantling and Removing**

Barriers shall be dismantled and/or removed, as required, when construction work is complete and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer.

Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, and nylon twine shall be removed and disposed off-site by the Contractor.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. In urban, residential, or other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). No more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent seeding or existing grasses (i.e., lawn or native grass mix).

### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Additional barrier, such as double or triple stacking of compost filter tubes, will be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractor's expense.



**ITEM 874.2****TRAFFIC SIGN REMOVED AND RESET****EACH**

Work under this item shall conform to the relevant provisions of Section 840 of the Standard Specifications and the following:

Any sign within the work area identified to be in conflict with the proposed work, regardless of size, will be included in this item. Any additional hardware (bolts, nuts, washers, brackets, etc.) necessary to install the specified signs at the designated locations on existing posts will be supplied under this item at no additional cost.

Work under this item includes the removal and disposal of the existing sign support foundations and the backfilling of resulting holes with necessary materials as approved by the Engineer. Work also includes the transportation and stacking of the removed signs to a location within the City limits to be designated by the Engineer until such time as the sign is to be reset.

Payment for this item will be made at the contract unit bid price each, which price and payment will be full compensation for all labor, tools, equipment, and material, including new foundation and any additional mounting hardware, transportation, and all incidental expenses necessary to complete the work to the satisfaction of 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 structures at areas of spalled, delaminated, or cracked concrete as directed by the Engineer.

**MATERIALS**

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.

<b><u>TYPICAL PROPERTIES OF CURED MATERIALS</u></b>	
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 <sup>6</sup> 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

## **ITEM 909.2 (Continued)**

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.

### **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 127.12.

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.

### **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.

## **ITEM 909.2 (Continued)**

### **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 and accepted by the Engineer.

### **BASIS OF PAYMENT**

Item 909.2 will be paid for at the Contract unit price per Square Foot of cementitious mortar installed, which price shall include all labor, materials and equipment required to perform the work described above and as required by the Engineer.

**ITEM 909.3**

**RAPID SETTING LOW PERMEABILITY  
REPAIR CONCRETE**

**CUBIC YARD**

The Work to be performed under this Item shall conform to the relevant provisions of Section 901 of the Standard Specifications and the following:

The work to be performed under this Item shall consist of the supply, mixing, placement, finishing, and curing of rapid setting low permeability cement concrete.

Materials shall be delivered to jobsite in original, unopened, undamaged containers that clearly show the manufacturer’s name, product name, and batch number. Material shall be stored in a dry area off the ground protected from rain, snow, and other sources of moisture. Material shall be protected from temperature extremes. Bulk sand and coarse aggregate shall be stored in a well- drained area on a clean, solid surface and materials shall be covered to prevent contamination with foreign matter.

**MATERIALS**

The rapid setting low permeability cement concrete deck repair material shall comply with the following material and proportioning requirements:

Component	Value
Cement Content	559 Pounds Per Cubic Yard
Fly Ash – Class F (AASHTO M 295)	99 Pounds Per Cubic Yard
Coarse Aggregate 3/8” (AASHTO M 80)	1450 Pounds Per Cubic Yard
Fine Aggregate (ASTM C33)	1600 Pounds Per Cubic Yard
Retarder*	As Directed
Water (AASHTO T 26)	296 Pounds Per Cubic Yard

\* An approved retarding admixture may be used to extend the setting time of the concrete when so directed by the Engineer at dosage rates recommended by the cement concrete deck repair material manufacturer. Retarding admixture proposed for use must be approved by the Engineer. Only Materials listed on the MassDOT Qualified Construction Materials List may be used.

Modifications to the cement concrete mix design provided above must be submitted to the Engineer for approval. The cement concrete must satisfy all performance criteria and trial batch testing requirements to the satisfaction of the Engineer to be considered acceptable.

Project acceptance of the concrete compressive strength will be based on the field cured cylinders achieving a minimum of 5000 psi at 7 days or earlier as cast and tested by MassDOT. Compressive strength testing of field cured cylinders cast and tested by MassDOT should achieve a minimum compressive strength of 4000 psi at 30 hours as a verification that the mix is on target to achieve the 7 day project acceptance requirement.

## **ITEM 909.3 (Continued)**

### **Surface Preparation**

Existing concrete surfaces to be in contact with the proposed deck repair concrete must be free of materials such as paint, oil, curing compound, bond breaker, etc. that will inhibit bonding. Existing concrete surfaces shall be hydro-blasted with equipment that can remove asphaltic material, oils, dirt, rubber, curing compounds, paint carbonation, laitance, weak surface mortar and other potentially detrimental materials, which may interfere with the bonding or curing of the proposed deck repair and overlayment concrete. Retained reinforcing steel shall be cleaned by abrasive blasting or other mechanical means to achieve a white metal finish. Deteriorated reinforcement shall be replaced as directed by the Engineer.

Existing concrete surfaces must be saturated prior to concrete placement using potable water. Standing water shall be removed from surfaces to achieve a Saturated Surface Dry (SSD) condition.

### **Mixing**

Cement concrete mixes shall be batched using Mobile Concrete (volumetric) mixing equipment. The MassDOT Highway Division will only permit the use of Mobile Concrete Mixers when all of the following procedures are adhered to. MassDOT approved volumetric mixers are identified on the MassDOT Qualified Construction Materials List > Cement Concrete Producers > Volumetric Mixer. MassDOT approved mix designs are presented on the MassDOT Qualified Construction Materials List > Cement Concrete Producers > Approved Mix Designs.

Upon written request by a Contractor, the Deputy Chief Engineer for Construction may approve the use of concrete proportioned by a Mobile Concrete Mixer used for the purpose of mixing rapid setting low permeability deck repair concrete. All cement concrete materials, concrete handling, placement, protection, curing, and finishing requirements of the *Standard Specifications for Highways and Bridges* shall apply. Mobile Concrete Mixers shall meet all the requirements of ASTM C685 and be currently registered with the Volumetric Mixer Manufacturers Bureau (VMMB).

Each Mobile Concrete Mixer used on MassDOT Highway Division projects shall be pre-qualified as follows: All Mobile Concrete Mixers are required to have a Quality System Manual (QSM) that conforms to the format outlined in AASHTO R-38 and that adequately addresses the information specified in AASHTO R-38. The QSM shall be approved by the Research & Materials Section annually. A copy of the approved QSM shall be kept with the Mobile Concrete Mixer and made available to the Engineer upon request. The Quality Control procedures for concrete production contained in the approved QSM shall be adhered to for all placements.

### **ITEM 909.3 (Continued)**

The concrete mixing and delivery equipment shall be capable of mixing and delivering concrete to the placement location at rates that are sufficient to comply with the project's restrictive time constraints. Cement concrete shall be proportioned and mixed using self-contained, mobile, and continuously mixing equipment that meets the following requirements:

1. Use a self-propelled mixer that is capable of carrying sufficient unmixed dry, bulk cement, sand, coarse aggregate, and water to produce at least 6 cubic yards of concrete on site.
2. Use a mixer that is capable of positive measurement of cement introduced into the mix as well as fine and coarse aggregate. Use a recording meter that is visible at all times and equipped with a ticket printout to indicate the quantity of cement and aggregate materials.
3. Calibrate the mixers to accurately proportion the specified mix. Prior to placing concrete, perform calibration and yield tests under the Engineer's supervision in accordance with the Department's written instructions. Copies of these written instructions are available from the Research & Materials Unit. Perform the calibration and yield tests using the material to be used on the project. Recalibrate the mixer after any major maintenance operation, on the mixer, anytime the source of materials changes, or as directed. Furnish all materials and equipment necessary to perform the calibrations and yield tests.
4. Use a mixer that controls the flow of water into the mix. Measure the flow rate of water with a calibrated flow meter coordinated with both the cement and aggregate feeding mechanisms and the mixer. Adjust the flow rate, as necessary, to control the slump and ensure that the water-cement ratios are met. In addition to flow meters, use mixers with accumulative water meters capable of indicating the number of gallons, to the nearest 0.1 gallon, introduced into the mixer. Filter water with a suitable mesh filter before it flows through the accumulative water meters.

Use a mixer that has a minimum of two liquid admixture dispensers and is capable of dispensing the admixtures through a controlled flow meter in accordance with ASTM C685.

5. Calibrate the mixer to automatically proportion and blend all components of the indicated composition on a continuous or intermittent basis as the finishing operation requires. Provide a mixer that discharges mixed material through a conventional chute and is capable of spraying water over the placement width as it moves ahead to ensure that the surface to be overlaid is wet prior to receiving the concrete.
6. Mount a tachometer on the unit to indicate the drive shaft speed.

## **ITEM 909.3 (Continued)**

### Mix Design Requirements

Performance Criteria	
ASTM C191 Set Time (Mod)	
Initial Set	30 minutes
Final Set	40 minutes
Slump of Concrete	7 to 9 inches
Air Content	3% to 7%
Compressive Strength	
4 hours	2500 psi Minimum
7 days	5000 psi Minimum
Bond Strength (ASTM C882)	
24 hours	1200 psi Minimum
7 days	1900 psi Minimum
28 days	2200 psi Minimum
Chloride Penetration (ASTM C1202)	
90 days	1500 Coulomb Maximum
Shrinkage (ASTM C157)	
28 days	0.04% Maximum
Freeze – Thaw Durability (ASTM C666)	
300 cycles (Durability Factor)	80 Minimum
Unit Weight	150 pcf

The concrete mix design shall be mitigated per Subsection M4.02.00. The proposed mix design with data sheets and trial batches shall be submitted to the Research and Materials Section for review and approval. The Engineer shall be notified at least 48 hours prior to the test batching and shall be present to witness the testing.

All tests necessary to demonstrate the adequacy of the concrete mix shall be performed by the Contractor, including, but not limited to: slump, air content, temperature, initial set and final set (AASHTO T197). Compressive strength tests shall be determined on field cured cylinders (4" x 8" cylinders) (a minimum of 3 sets of 2 cylinders=18 total) at, 4 hours, approximately 30 hours, and standard cured cylinders at 7 days, and additional cylinders as needed.

Trial batch compressive strength testing of Standard and Field cured trial batch cylinders shall meet the following minimum overdesign strength requirements to be considered acceptable. Compressive strength results shall be the average of two (2) 4" x 8" cylinders tested at the following intervals:

4 hour cylinders: 3,000 psi  
30 hour cylinders: 5,000 psi  
7 day cylinders: 6,000 psi

### **ITEM 909.3 (Continued)**

Research & Materials Section personnel will witness calibration or verification of equipment and prequalification sampling and testing of concrete ingredients performed for each Mobile Concrete Mixer. Concrete mix design and trial batches shall be preapproved by the Research & Materials Section.

For any project where a Mobile Concrete Mixer is proposed to be used, the Contractor must prepare and submit a project-specific construction Quality Control Plan (QC Plan.) The QC Plan shall conform to the format and content detailed in the Northeast Transportation Training and Certification Program (NETTCP) Model QC Plan (December 2009, or latest edition). Information contained in relevant sections of the approved QSM for the proposed Mobile Concrete Mixer may be referenced, rather than repeated, in applicable sections of the QC Plan (e.g. Materials Control, Production Facilities.) The QC Plan shall be submitted to the Engineer a minimum of 30 days prior to proposed placement of concrete by Mobile Concrete Mixer. The District Construction Engineer and the Research & Materials Section will review the QC Plan. The Contractor shall not place any concrete by Mobile Concrete Mixer prior to approval by the Research & Materials Section.

A signed batch ticket printout from the printer mounted on the Mobile Concrete Mixer truck indicating that the mix batched is in conformance with the mix design previously approved shall also be provided to the Engineer prior to discharging concrete.

Quality Control inspection, sampling and testing, including but not limited to slump, air content, temperature and cylinders for compressive strength, shall be performed by the Contractor in accordance with the approved QC Plan. The Engineer will perform Acceptance sampling (every 50 cubic yards per day per approved truck) and testing for field cured cylinders as well as Acceptance inspection for materials and workmanship attributes.

The use of Item 909.3 is prohibited when the ambient temperature is expected to drop below 40° F within 7 days prior to the anticipated concrete placement. The Engineer may suspend or revoke approval of the Mobile Concrete Mixer at any time the unit fails to produce uniformly mixed concrete within the quality limits specified.

Material to be mixed should have a temperature of about 70°F. Warmer material will set faster than expected and cooler material will have slower strength gain. The temperature of the mixed concrete shall be controlled by protecting the bags of repair material from temperature extremes and by adjusting the temperature of the mixing water.

The coarse aggregate shall be placed in the mixer followed by the mixing water, then the cement. The components shall then be mixed for 2 to 3 minutes to achieve a uniform lump-free consistency. Admixtures not included as part of the approved mix design shall not be added without the approval of the Engineer. The repair concrete shall not be re-tempered. The concrete mixing and delivery equipment shall be capable of mixing and delivering concrete to the placement location at rates that are sufficient to avoid horizontal cold joints between successive placements.

### **ITEM 909.3 (Continued)**

#### **Placement and Finishing**

The deck repair concrete shall be placed onto substrates that are Saturated, Surface Dry (SSD). The manufacturer's limitations on minimum surface and ambient temperatures shall be complied with.

Surfaces that are adjacent to the placement shall be protected with drop cloths, waterproof paper, or other means to maintain them free of material splashes, water and debris.

The deck repair concrete shall be placed immediately after mixing and shall be worked firmly into sides and bottom of repair area to achieve good bond. The concrete placement shall start at one edge of the excavation and shall continue full depth with temporary vertical bulkheads, if needed, to ensure that horizontal cold joints do not occur between successive concrete placements.

Final finishing shall be performed as soon as possible after placement as there will be little or no bleed water.

#### **Bridge Deck Vibration**

At the direction of the Engineer, in order to minimize the effects of vibrations from vehicular traffic passing in adjacent lanes next to each placement, traffic should be slowed along the adjacent travel lanes and the placement of concrete overlay should be executed between the hours of lower traffic volumes, generally between 1:00 AM and 3:00 AM.

#### **Curing**

Water curing of the deck repair concrete shall start once the deck repair concrete begins to lose its moisture. Wet burlap shall be placed on the deck repair concrete and the burlap shall be kept continuously wet for a 1 hour period after final set. Application of an approved curing compound in lieu of the 1 hour wet burlap cure must be reviewed and approved by the Engineer.

#### **Cleanup**

The mixer shall be cleaned immediately after use or add mix water and begin mixing immediately for the next batch. Buildup of hardened repair material in the mixer shall not be allowed since this creates inefficient mixing and the heat generated accelerates later batches.

**ITEM 909.3 (Continued)**

**METHOD OF MEASUREMENT**

Item 909.3 will be measured for payment by the Cubic Yard actually installed.

**BASIS OF PAYMENT**

Item 909.3 will be paid at the Contract unit price per Cubic Yard of concrete actually installed complete in place. The Contract Price shall include all labor, materials, tools, equipment, and all incidental costs required to complete the work as required by the Engineer including the removal of all formwork as noted above. Any required trial batching and acceptance testing including the cost associated with hiring certified technician shall also be considered incidental to this Item.

Where formwork is placed for a full depth repair, payment will be made at 70% of the measured volume, the remaining 30% will be made upon the removal of the formwork.

**ITEM 910.1**                      **STEEL REINFORCEMENT FOR STRUCTURES -**                      **POUND**  
**EPOXY COATED**

The work to be done under this Item shall conform to the relevant provisions of Section 901 of the Standard Specifications and the following:

The work under this item consists of providing and installing new reinforcing to supplement existing reinforcing that is deteriorated within the bridge deck.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item 910.1 will be measured and paid for under the Contract unit price per pound of new reinforcing steel, which price shall include all labor, materials, equipment and incidental costs required to supplement existing deteriorated reinforcing with new reinforcing.

**ITEM 964.1****EPOXY BONDING COMPOUND****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 applying epoxy bonding compound to the cleaned surfaces of existing concrete that are to be bonded to fresh concrete and as required by the Engineer.

The epoxy bonding compound shall be applied in accordance with the provisions of Subsection 901.68 C and in accordance with the manufacturer's recommendations. It shall also meet the requirements of Materials Subsection M4.05.5 (AASHTO M235 Type V, grade, and class).

In order to ensure forms can be installed and concrete placed before the epoxy bonding compound hardens, the forms shall be installed at least once prior to application of the epoxy bonding compound. If the bonding compound prematurely hardens, additional bonding compound shall be reapplied in accordance with the manufacturer's recommendations.

Products used for this Item shall be approved by the Engineer prior to Contractor operations.

**MATERIALS**

Item 964.1 shall meet requirements of Materials Specifications Subsection M4.05.5 of the Standard Specifications for Highways and Bridges.

Item 964.1 shall be a 2-component, 100% solids, moisture insensitive, epoxy resin system, which shall be used as a bonding adhesive to bond newly placed Cement Concrete to surfaces of sound, hardened concrete.

The Contractor shall furnish notarized certification that the epoxy bonding compound conforms to the above requirements. In addition, a sample of the epoxy bonding compound proposed for use shall be submitted to the Department's Research and Materials Section for approval. This sample must be submitted at least six weeks prior to scheduled use.

**CONSTRUCTION METHODS****Preparation of Concrete Surfaces**

All surfaces to be patched with cement concrete must be clean and sound. Surfaces shall be free of standing water. The entire surface to be bonded shall be blast cleaned to remove any laitance, dirt, grease, oil, or other contaminants.

**Mixing Epoxy Compound**

Components "A" and "B" of the epoxy-resin system shall be mixed in exact accordance with the Manufacturer's instructions.

### **ITEM 964.1 (Continued)**

The area to be overlaid shall be covered with one coat of the epoxy compound, applied with long-nap paint rollers, brooms, brushes, or by spray. The rate of application shall be 80 sq. ft/gallon maximum, about 20 mils thickness, on smooth concrete. As the concrete increases in roughness, the rate of coverage decreases proportionately.

While the epoxy compound is still tacky (4-5 1/2 hrs. at 73 degrees F), place the concrete. If the bonding compound should harden before the concrete is placed, reapply the epoxy compound in accordance with the manufacturer's recommendations.

#### **Weather Limitations**

The epoxy bonding compound shall be applied according to manufacturer's recommendations and as directed.

#### **Epoxy Manufacturer's Field Representative**

The Contractor shall coordinate with the epoxy manufacturer to have the services of competent field representative present at the work site.

The field representative shall be present at the work site to instruct the work crews, explain the inspection procedure and to inspect the condition of the prepared surfaces prior to mixing any epoxy compounds. The representative shall remain at the job site until after the Contractor has mastered the technique of installing the epoxy system successfully. The representative shall make periodic visits to the project as the work progresses and shall confer on each visit with the Contractor and the Engineer.

The manufacturer's field representative must be fully qualified to perform the work and shall be subject to the approval of the Engineer. At the discretion of the Engineer, the services of the manufacturer's representative may not be required when in the opinion of the Engineer, the Contractor has demonstrated a thorough understanding and successful execution of the work procedures.

The Contractor shall be completely responsible for the expense of the services of the required field representative and the contract bid price shall be full compensation for all costs in connection therewith.

### **METHOD OF MEASUREMENT**

Item 964.1 will be measured for payment by the Square Foot of bonding compound furnished and installed, complete in place.

### **BASIS OF PAYMENT**

Item 964.1 will be paid for at the Contract unit price per Square Foot of bonding compound furnished and installed, complete in place. This price shall include all labor, materials, equipment, and any incidental costs required to complete the work.

The cost of providing the manufacturer's field representative shall be incidental to Item 964.1.

**ITEM 994.1****TEMPORARY PROTECTIVE SHIELDING****SQUARE FOOT**

The work to be done under this Item shall provide for the protection of the Manhan River from falling debris during demolition. This shall be accomplished by the utilization of adequate shielding placed beneath the existing superstructure prior to concrete removal (Item 127.4 & 127.41).

All shielding shall meet the following requirements:

1. The Contractor is responsible for designing, furnishing, installing and maintaining the shielding. When directed by the Engineer, the Contractor shall remove and dispose of the shielding to the satisfaction of the Engineer.
2. The Contractor shall submit drawings and calculations, stamped by a Professional Engineer Registered in the Commonwealth of Massachusetts, for the proposed shielding to the Engineer for approval prior to installation. The drawings shall include details of all connections, brackets and fasteners.
3. No portion of the existing structure shall be removed until the Protective Shielding is completely in place and the Contractor has approval from the Engineer to proceed.
4. The shielding shall extend the full length of the bridge span and a sufficient distance above and beyond the deck slab as required to protect the roadway below. All spaces along the perimeter of the shielding and at the seams shall be sealed to prevent dust and debris from escaping and falling into the river.

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 AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, 2002. The design shall include a complete description of equipment and construction methods proposed for the maximum size of deck area that will be excavated (i.e. 12 inch x 12 inch chipping hammer sections or 6 foot x 2 foot wet saw cut sections). Shielding shall also be designed to withstand the impact imparted by the maximum sized piece of excavated concrete should it fall during excavation or removal.

The Contractor shall take care not to damage any existing structural components that have been designated to remain permanently or during the construction, or any newly constructed structural components, as shown on the Contract Drawings. Any structural components so designated that are damaged or otherwise made unsatisfactory for continued use by the Contractor's operations, as determined by the Engineer, shall be replaced or repaired to the satisfaction of the Engineer by the Contractor at their own expense.

Surplus material not required for use on this project and all materials used under this item shall become the property of the Contractor unless otherwise stated in Contract Drawings or in these Special Provisions and shall be removed from the job site at their expense.

**ITEM 994.1 (Continued)**

**METHOD OF MEASUREMENT**

Item 994.1 will be measured for payment by the Square Foot of shielding installed, maintained, and removed upon completion of repair work as required by the Engineer.

**BASIS OF PAYMENT**

Item 994.1 will be paid at the Contract unit price per Square Foot of shielding installed, maintained, and removed upon completion of repair work as directed by the Engineer.

The Contract price shall include all labor, materials, tools, equipment, and incidental costs required to complete the work as required by the Engineer.

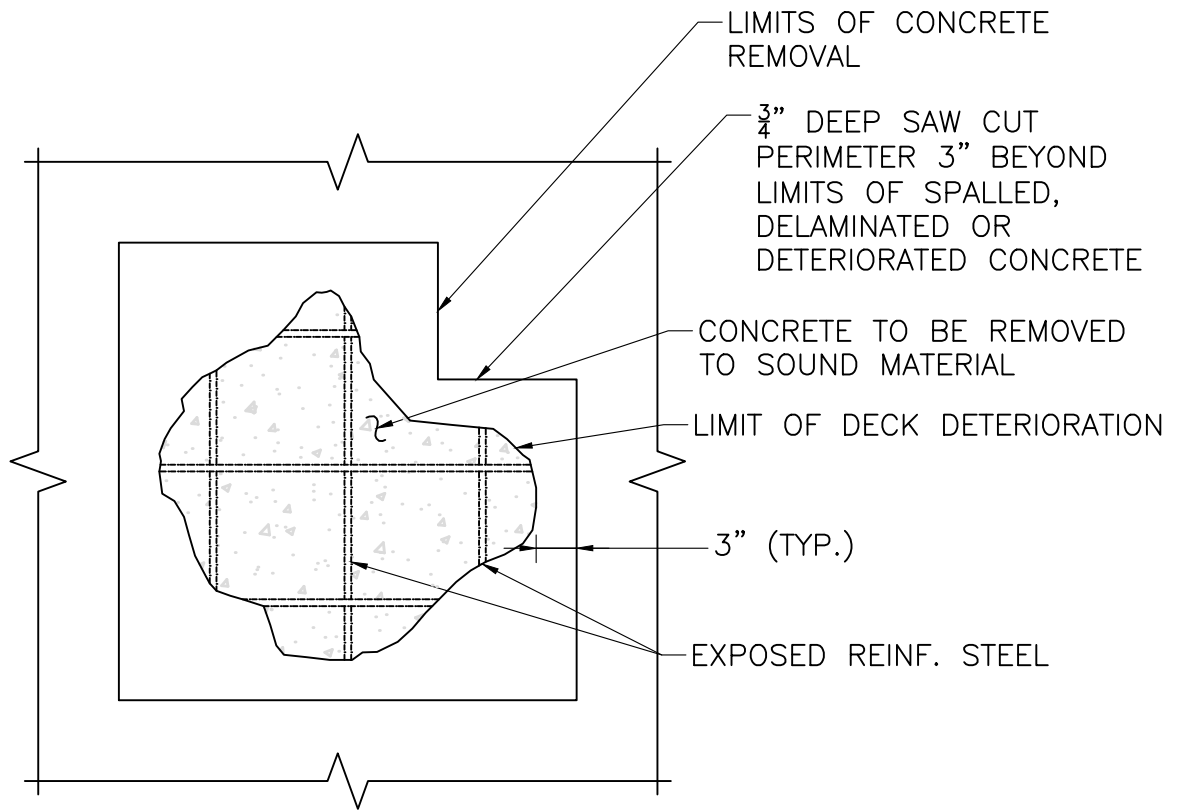
Compensation to provide Engineering Services, when required, will be separately reimbursed as a Non-Bid Item.

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

# **APPENDIX A**

## **PROJECT CONSTRUCTION DETAILS**

# DECK REPAIR DETAILS



### LIMITS OF REPAIR AREA

SCALE: 1" = 1'-0"

#### BRIDGE DECK REPAIR TYPE C SEQUENCE NOTES:

1. BRIDGE DECK REPAIRS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STAGE CONSTRUCTION DETAILS. ALL EXISTING HOT MIX ASPHALT WEARING SURFACE AND MEMBRANE WATERPROOFING MATERIAL SHALL BE REMOVED IN EACH CONSTRUCTION STAGE PRIOR TO PERFORMING DECK REPAIRS. THE EXPOSED DECK SURFACE SHALL BE INSPECTED BY THE ENGINEER TO DETERMINE APPROXIMATE LIMITS OF REPAIR. IN ADDITION AREAS OF THE UNDERSIDE WITH EVIDENCE OF DETERIORATION SHALL BE SOUNDED IN THE PRESENCE OF THE CONTRACTOR AND THE ENGINEER TO IDENTIFY AREAS IN NEED OF FULL DEPTH REPAIRS.
2. THE TOP SURFACE OF THE DECK REPAIRS SHALL BE FINISHED FLUSH WITH THE ADJACENT TOP OF DECK SLAB AND SHALL MAINTAIN THE EXISTING GRADES AND CROSS SLOPES.
3. UPON COMPLETION OF EACH STAGE OF DECK REPAIRS, THE DECK SHALL BE ABRASIVELY BLAST CLEANED AND MEMBRANE WATERPROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIAL PROVISIONS, FOLLOWED BY PLACEMENT OF THE HOT MIX ASPHALT WEARING SURFACE.

*STANDARD – DETAILS/NOTES SHOWN ARE GENERIC IN NATURE AND INTENDED TO BE ADAPTED FOR PROJECT SPECIFIC APPLICATIONS.*



BRIDGE M&P

MANUAL, PART II

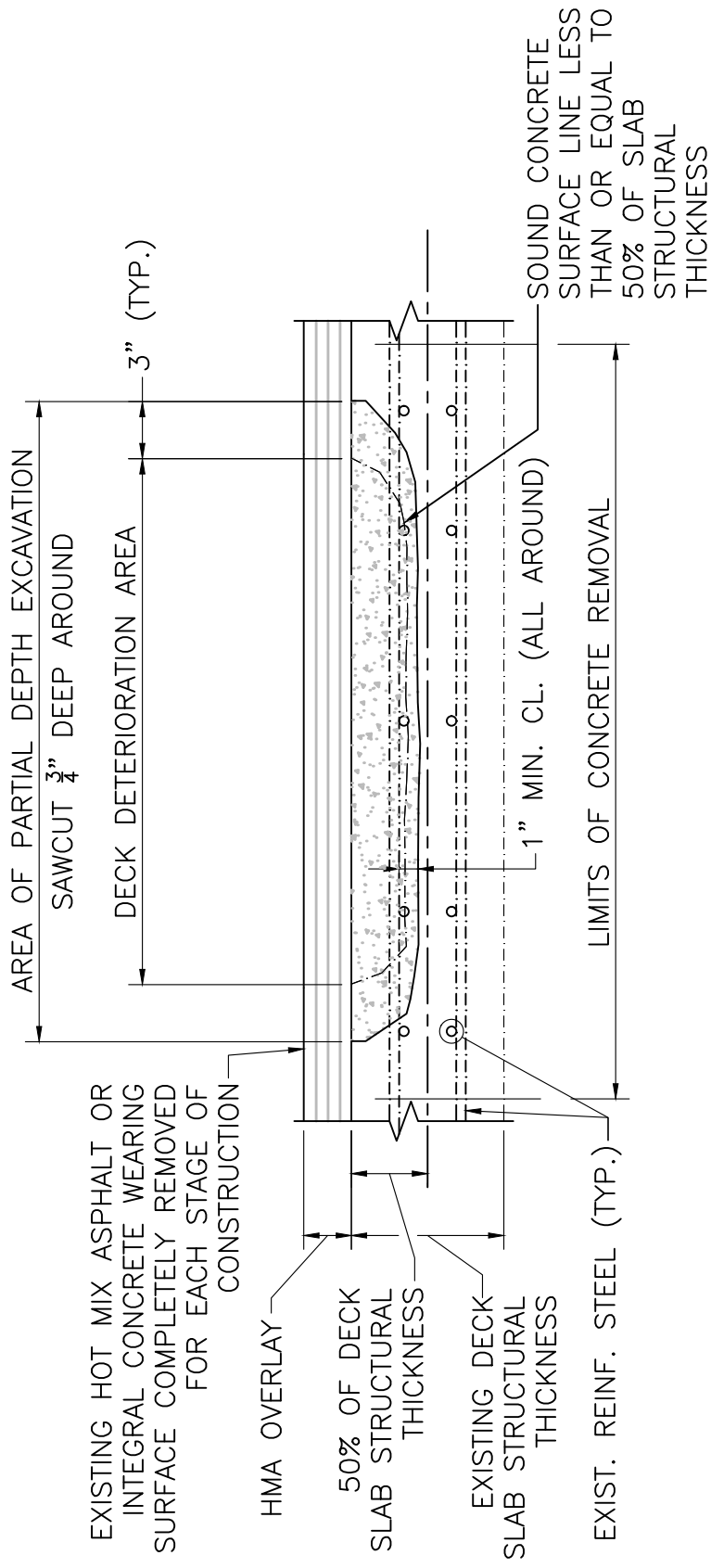
## TYPE C – PLAN AND SEQUENCE NOTES

REINFORCED CONCRETE DECK REPAIR

DATE OF ISSUE  
DRAFT 10/24/2022

DRAWING NUMBER

**3.1.7**



**TYPICAL TYPE C PARTIAL DEPTH DECK REPAIR DETAIL**

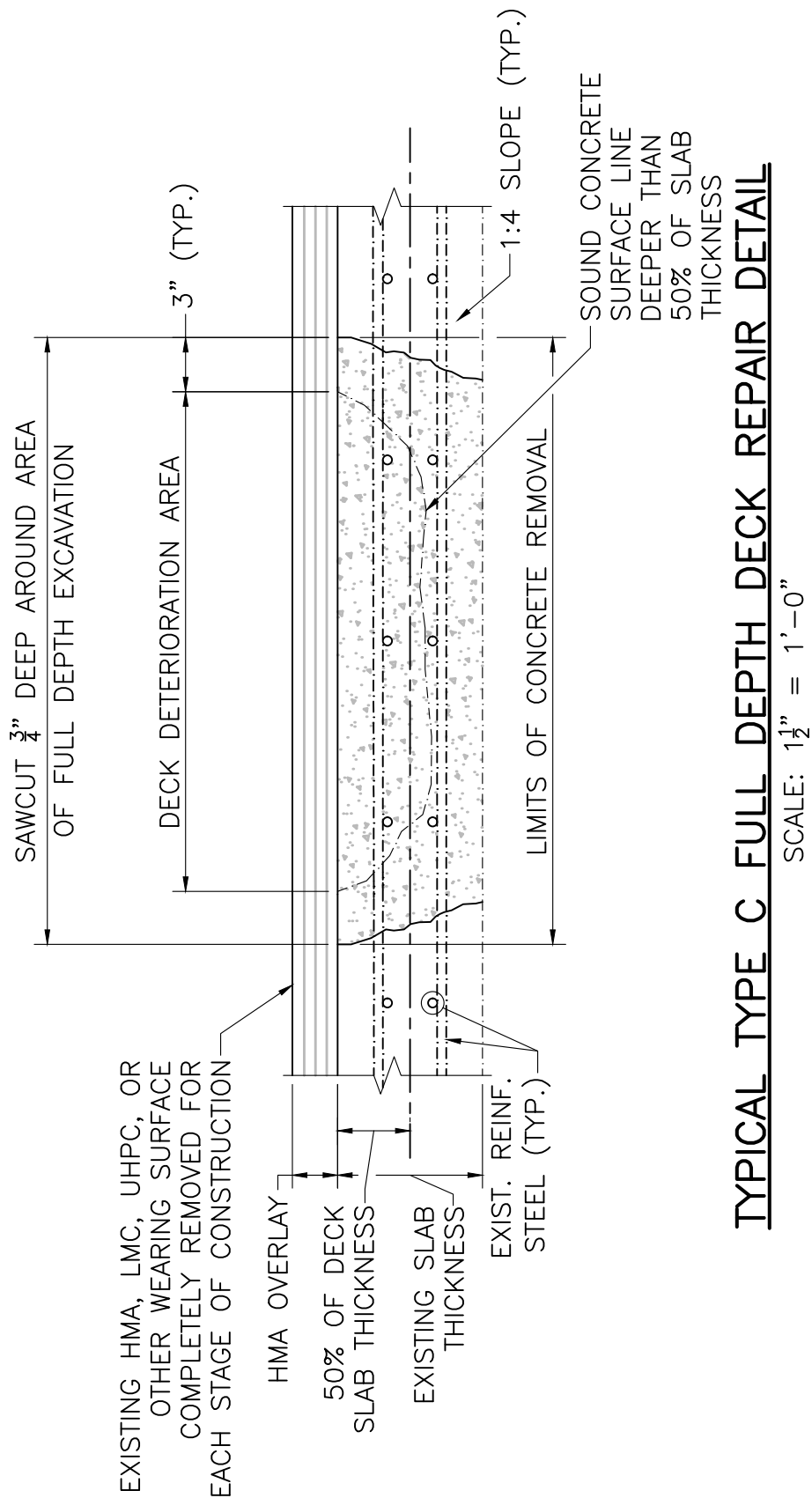
SCALE: 1 1/2" = 1'-0"

STANDARD – DETAILS/NOTES SHOWN ARE GENERIC IN NATURE AND INTENDED TO BE ADAPTED FOR PROJECT SPECIFIC APPLICATIONS.

**massDOT**  
 Massachusetts Department of Transportation  
 Highway Division  
 BRIDGE M&P  
 MANUAL, PART II

**TYPE C – PARTIAL DEPTH DECK REPAIR**  
 REINFORCED CONCRETE DECK REPAIR

DATE OF ISSUE  
 DRAFT 10/24/2022  
 DRAWING NUMBER  
**3.1.8**

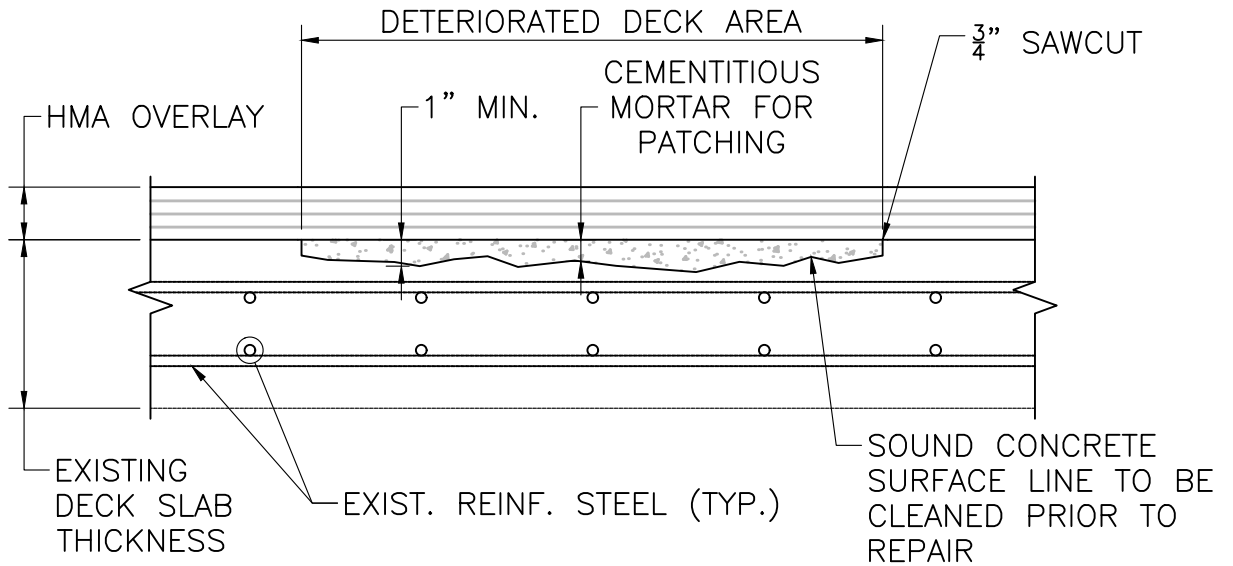


**TYPICAL TYPE C FULL DEPTH DECK REPAIR DETAIL**

SCALE:  $1\frac{1}{2}" = 1'-0"$

**NOTE:**  
 DECK FORMS SHALL BE FLUSH WITH EXISTING DECK UNDERSIDE AND SHALL BE REMOVED AFTER CURING IS COMPLETE.

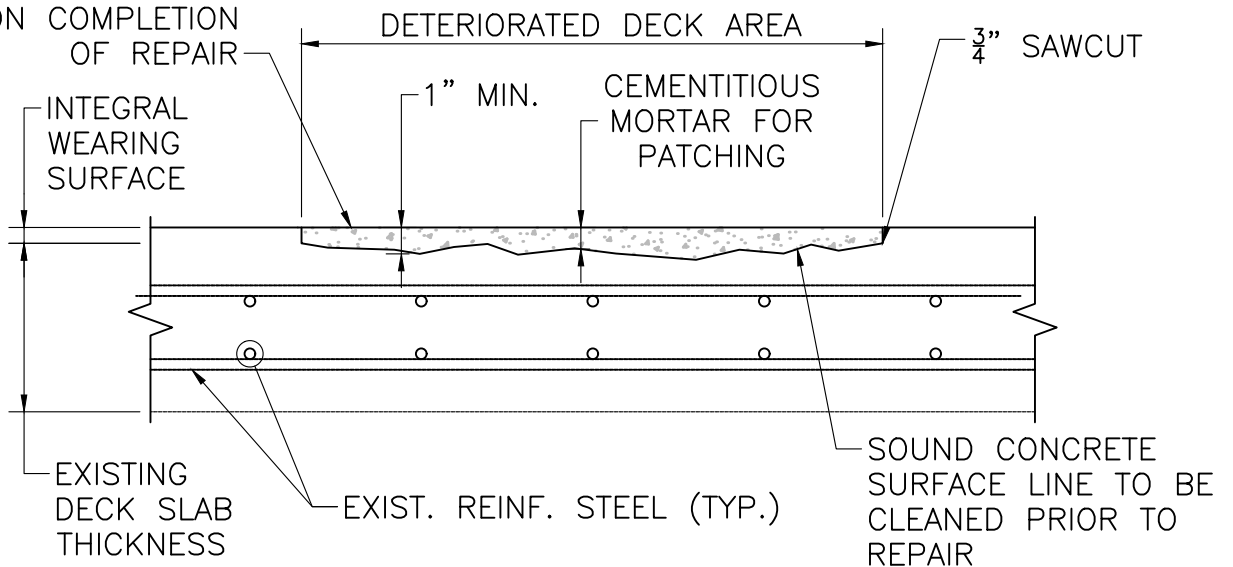
STANDARD - DETAILS/NOTES SHOWN ARE GENERIC IN NATURE AND INTENDED TO BE ADAPTED FOR PROJECT SPECIFIC APPLICATIONS.



### SHALLOW DEPTH DECK REPAIR DETAIL

SCALE: 1 1/2" = 1'-0"

INTEGRAL WEARING SURFACE TO BE ROUGHENED OR DIAMOND GRINDED UPON COMPLETION OF REPAIR



### SHALLOW DEPTH DECK REPAIR DETAIL

SCALE: 1 1/2" = 1'-0"

**NOTE:**

*If reinforcing bars are exposed, then complete repair as a partial depth repair with 1" excavated beneath the exposed bars.*

STANDARD – DETAILS/NOTES SHOWN ARE GENERIC IN NATURE AND INTENDED TO BE ADAPTED FOR PROJECT SPECIFIC APPLICATIONS.



BRIDGE M&P

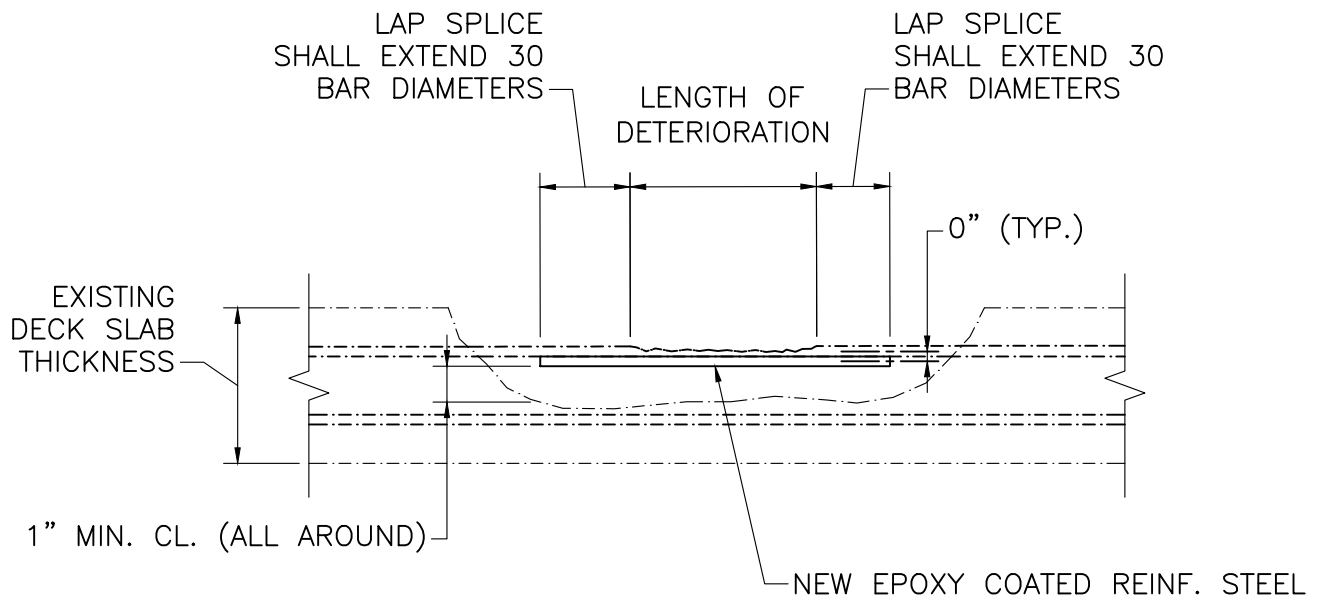
MANUAL, PART II

## MINOR DECK REPAIR

REINFORCED CONCRETE DECK REPAIR

DATE OF ISSUE  
DRAFT 10/24/2022

DRAWING NUMBER  
**3.1.10**



**TYPICAL DETERIORATED REINFORCEMENT STEEL REPAIR**

SCALE: 1 1/2" = 1'-0"

*STANDARD – DETAILS/NOTES SHOWN ARE GENERIC IN NATURE AND INTENDED TO BE ADAPTED FOR PROJECT SPECIFIC APPLICATIONS.*



BRIDGE M&P

MANUAL, PART II

**STEEL REINFORCEMENT REPAIR**

REINFORCED CONCRETE DECK REPAIR

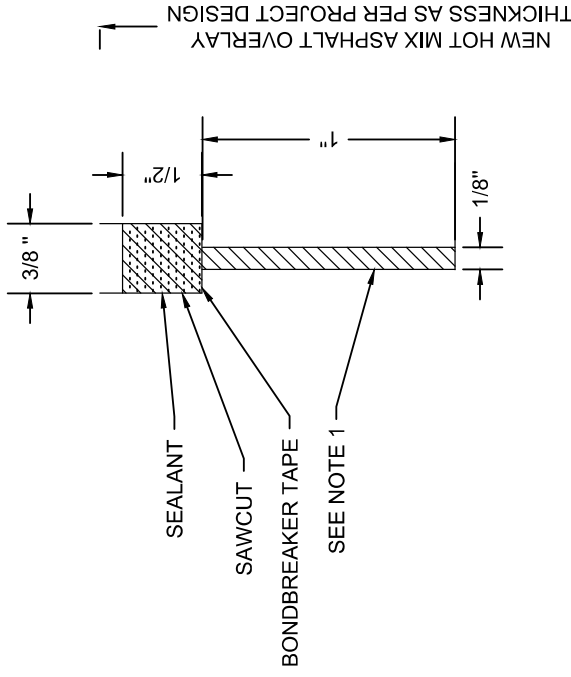
DATE OF ISSUE  
DRAFT 10/24/2022

DRAWING NUMBER

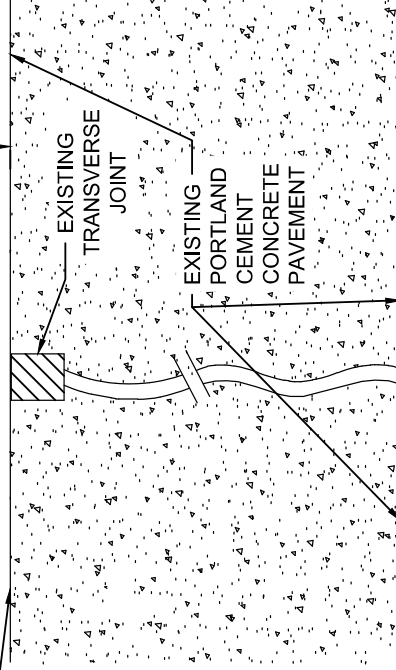
**3.1.11**

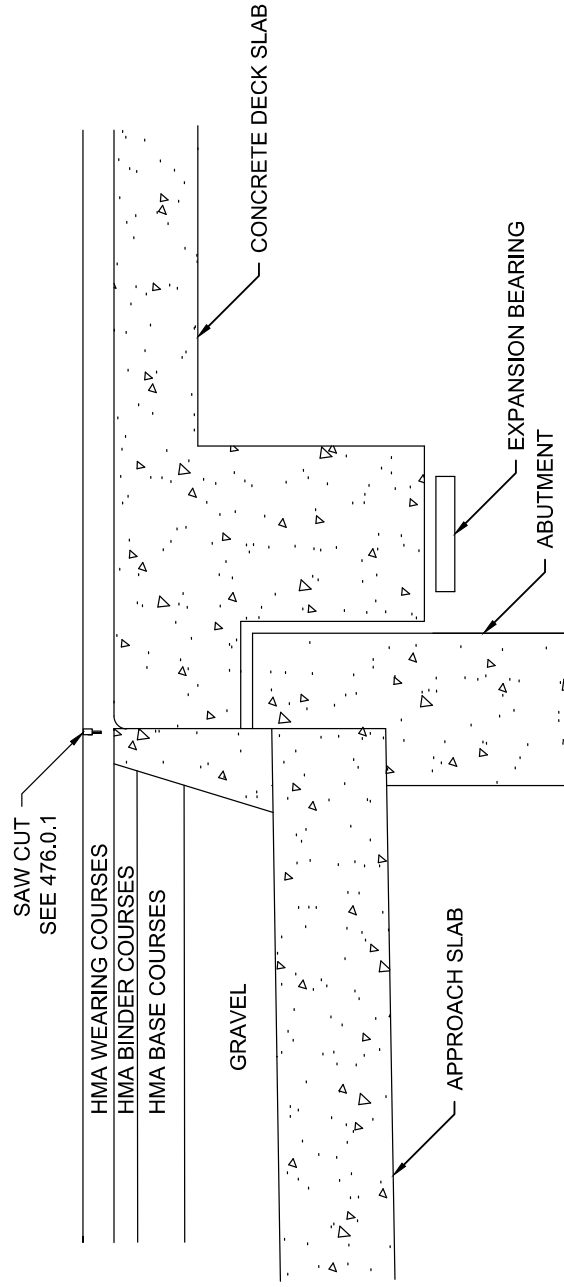
# **BRIDGE JOINT DETAILS**

- NOTES:
1. WHEN THE TOTAL THICKNESS OF HOT MIX ASPHALT OVER THE EXISTING JOINT EXCEEDS 4-3/8", A 1/8" SAW CUT SHALL BE INCLUDED IN THE JOINT AS SHOWN TO A MINIMUM DEPTH OF 2-1/2".
  2. PRIOR TO PLACING THE OVERLAY, ALL JOINTS SHALL BE LOCATED AND REFERENCED.
  3. SEE DRAWING 13-1-1 OF BRIDGE MANUAL PART II FOR DETAILED INFORMATION.



HOT MIX ASPHALT TRUING AND LEVELING COURSE  
(THICKNESS VARIES BY PROJECT NOT INCLUDED IN  
THICKNESS SPECIFICATION OVERLAY)





**NOTES:**

1. BEFORE SAW-CUTTING THE TRANSVERSE JOINT THE CONTRACTOR SHALL LOCATE THE END OF THE BRIDGE DECK. SAW CUTTING MUST TAKE INTO ACCOUNT THE SKEW ANGLE OF THE BRIDGE.
2. ONLY EXPANSION JOINTS SHALL BE SAW-CUT AND SEALED.
3. ONLY REQUIRED WITH A CONTINUOUS BITUMINOUS CONCRETE SURFACE FROM ROADWAY TO BRIDGE.
4. SEE DRAWING 13-1-2 ON BRIDGE MANUAL PART II FOR DETAILED INFORMATION.



CONSTRUCTION STANDARDS

SECTION 400

**LOCATION OF SAWCUT FOR TRANSVERSE  
JOINTS AT BRIDGE ABUTMENT**

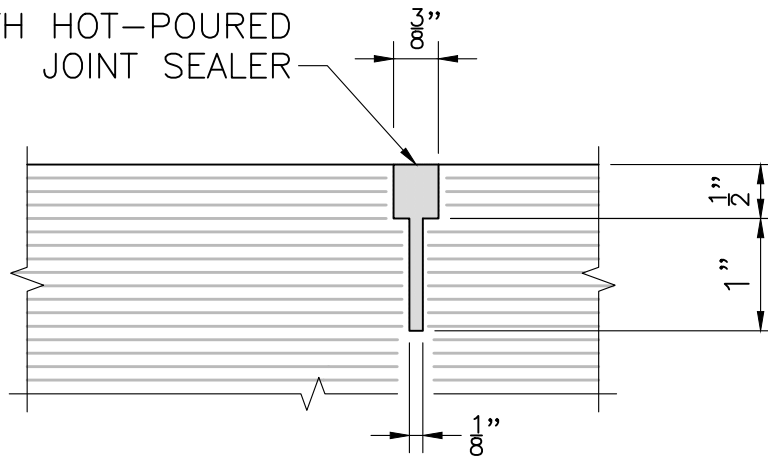
ISSUE DATE

**JAN 2025**

DRAWING NUMBER

**476.0.2**

FILL WITH HOT-POURED  
JOINT SEALER



## PAVEMENT SAWCUT DETAIL

NOT TO SCALE

**NOTE:**

The use of Pavement Sawcut is limited to  $\frac{3}{4}$ " of one-way unfactored thermal movement. There is no skew angle limit. If movement exceeds  $\frac{3}{4}$ ", use Strip Seal Joint.



BRIDGE MANUAL

PART II

## PAVEMENT SAWCUT DETAIL

PAVEMENT SAWCUT DETAILS

DATE OF ISSUE

APRIL 2024

DRAWING NUMBER



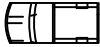










**13.1.1**

**TEMPORARY TRAFFIC**  
**CONTROL DETAILS**

## NOTES:

1. ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS, UNLESS SUPERCEDED BY THESE PLANS.
2. ALL SIGN LEGENDS, BORDERS, AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD.
3. TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.
4. TEMPORARY CONSTRUCTION SIGNING, BARRICADES, AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE HIGHWAY OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC.
5. SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, CHANNELIZING DEVICES, BARRIERS, AND CRASH ATTENUATORS MUST PASS THE CRITERIA SET FORTH IN NCHRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES" AND/OR "MANUAL FOR ASSESSING SAFETY HARDWARE" (MASH).
6. CONTRACTORS SHALL NOTIFY EACH A BUTTER AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY DRIVEWAY PAVEMENT PLACEMENT, AND SIMILAR OPERATIONS.
7. THE FIRST FIVE PLASTIC DRUMS OF A TAPER SHALL BE MOUNTED WITH TYPE A LIGHTS.
8. THE ADVISORY SPEED LIMIT, IF REQUIRED, SHALL BE DETERMINED BY THE ENGINEER.
9. DISTANCES ARE A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.
10. MAXIMUM SPACING OF TRAFFIC DEVICES IN A TAPER (DRUMS OR CONES) IS EQUAL IN FEET TO THE SPEED LIMIT IN MPH.
11. MINIMUM LANE WIDTH IS TO BE 11 FEET (3.3m) UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF DRUMS OR MEDIAN BARRIER.
12. ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.

## LEGEND:

	REFLECTORIZED PLASTIC DRUM OR 36" CONE		WORK ZONE		WORK VEHICLE
P/F	POLICE/FLAGGER DETAIL		DIRECTION OF TRAFFIC		TRUCK MOUNTED ATTENUATOR
	TYPE III BARRICADE		IMPACT ATTENUATOR		TRAFFIC OR PEDESTRIAN SIGNAL
	CHANGEABLE MESSAGE SIGN		MEDIAN BARRIER		SIGN
	ARROW BOARD		MEDIAN BARRIER WITH WARNING LIGHTS		

THE IDEAL CAPACITY OF A MAJOR HIGHWAY IS GENERALLY CONSIDERED TO BE 1900 PASSENGER CARS PER HOUR PER LANE (PCPHPL). IN WORK ZONES ON A MULTI-LANE DIVIDED HIGHWAY, THE FOLLOWING VOLUME GUIDELINES HAVE BEEN SUGGESTED:

### MEASURED AVERAGE WORK ZONE CAPACITIES

NUMBER OF LANES		NUMBER OF STUDIES	AVERAGE CAPACITY	
NORMAL (EXISTING)	OPEN (TO TRAFFIC)		VPH	VPHPL
3	1	7	1,170	1,170
2	1	8	1,340	1,340
5	2	8	2,740	1,370
4	2	4	2,960	1,480
3	2	9	2,980	1,490
4	3	4	4,560	1,520

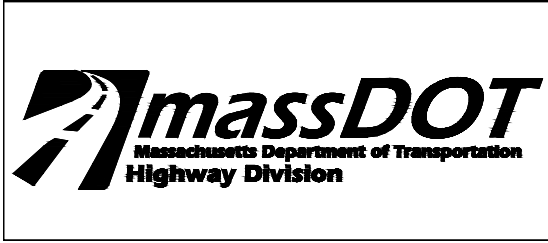
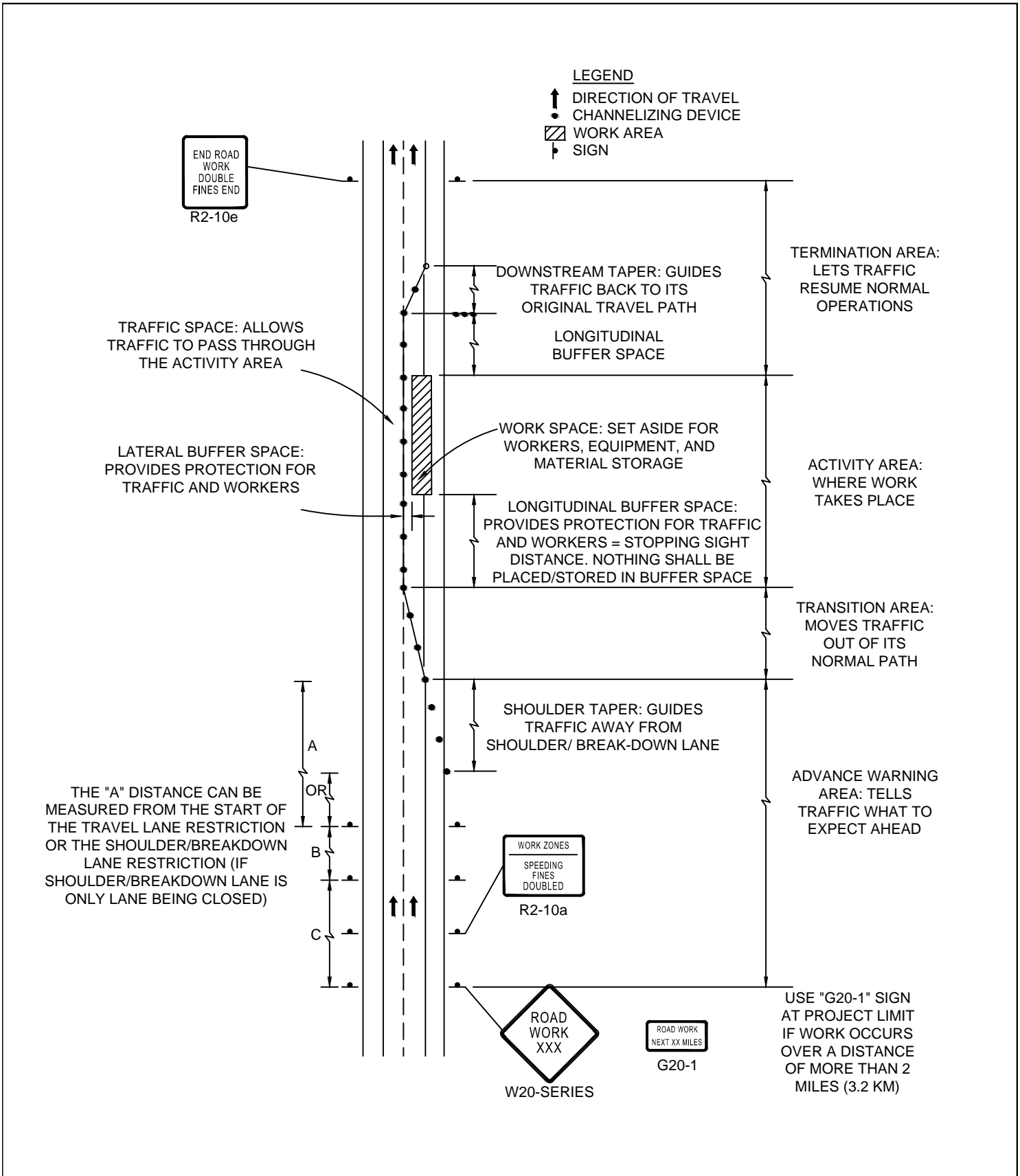
Source: Dudek, C., Notes on Work Zone Capacity and Level of Service. Texas Transportation Institute, Texas A&M University, College Station, Texas (1984)

BY OBTAINING HOURLY TRAFFIC COUNTS FOR A PARTICULAR ROADWAY (WITH A MINIMUM OF A 48-HOUR AUTOMATIC TRAFFIC RECORDER (ATR) COUNT), THIS WILL HELP TO DETERMINE AT WHAT TIMES OF THE DAY OR NIGHT A CERTAIN NUMBER OF LANES MAY BE CLOSED.



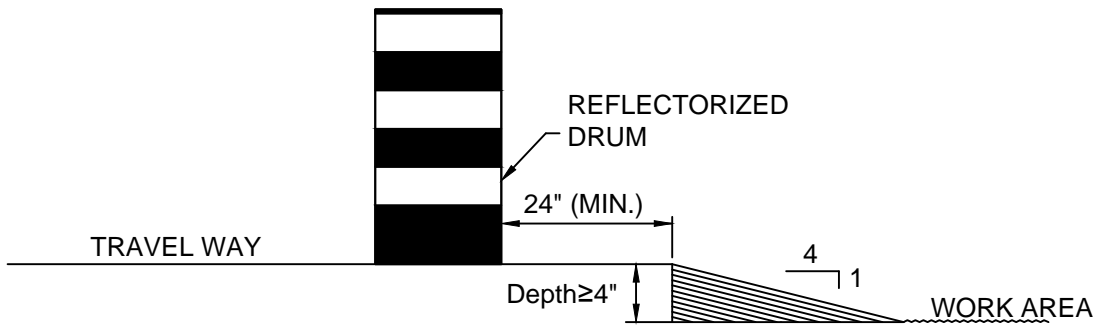
Notes  
for  
Traffic Management

FIGURE GEN-1  
GENERAL GUIDELINES



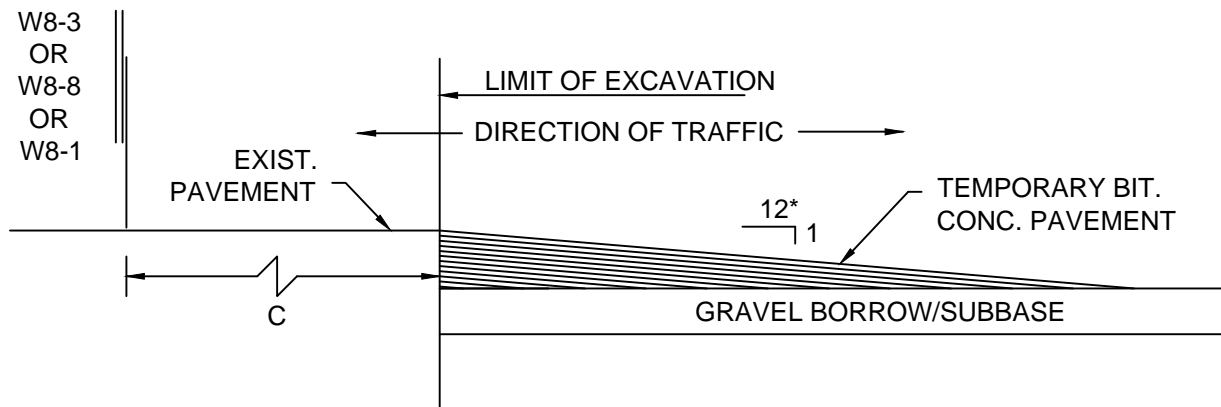
Standard Details and Drawings for the Development of Temporary Traffic Control Plans

**FIGURE GEN-4**  
**COMPONENT PARTS OF A TEMPORARY TRAFFIC CONTROL (TTC) ZONE**  
 NOT TO SCALE



**LATERAL DROP-OFF DETAIL**

NOT TO SCALE



**LONGITUDINAL DROP-OFF DETAIL**

NOT TO SCALE

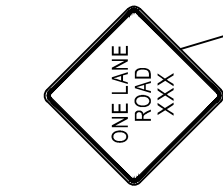
\* - INCREASE SLOPE RATIO FOR HIGHER SPEEDS



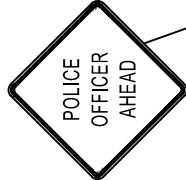
Standard  
Details and Drawings  
for the  
Development of  
Temporary Traffic Control Plans

FIGURE GEN-6  
LATERAL AND LONGITUDINAL  
DROP-OFF DETAILS

NOT TO SCALE



W20-4



W20-7b



W20-7

OR

100FT (30m) MAX.  
WORK ZONE  
100-150FT (30-45m) MAX.  
BUFFER  
100FT (30m) MAX.

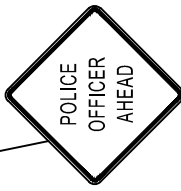
P/F

TWO-WAY TRAFFIC

P/F



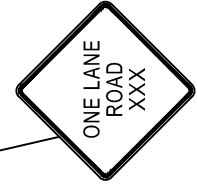
W20-7



W20-7b

OR

POLICE OFFICER AHEAD



W20-4

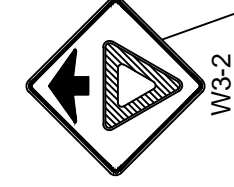
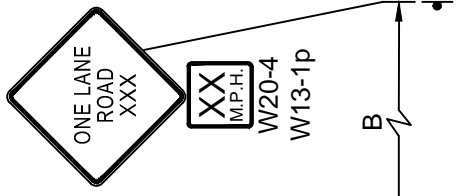
THIS SETUP MAY NOT BE LEFT AFTER WORK HOURS. THE W20-4 AND W20-7b or W20-7 SIGNS MUST BE TAKEN DOWN OR COMPLETELY COVERED WHEN BOTH LANES ARE OPEN.

FIGURE BRG-1  
ONE LANE ALTERNATING TRAFFIC

Standard  
Details and Drawings  
for the  
Development of  
Temporary Traffic Control Plans



NOT TO SCALE



100FT  
(30m) MAX. (OPTIONAL) BUFFER

WORK ZONE

100-150FT  
(30-45m) BUFFER

100FT  
(30m) MAX. (5m)

15 FT

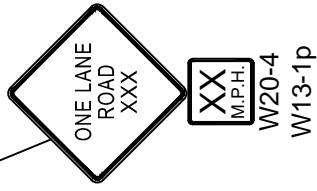
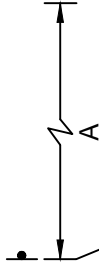
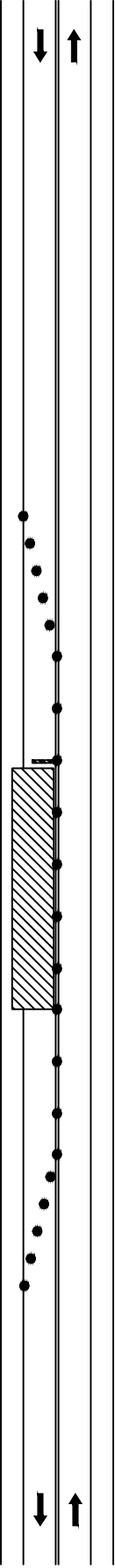


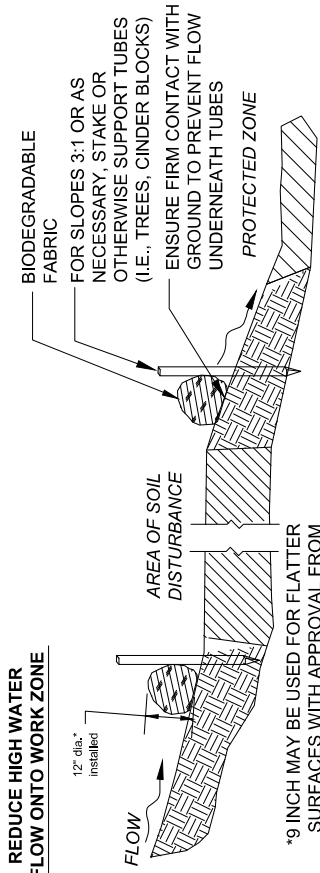
FIGURE TLR-6  
TWO LANE ROAD  
ONE LANE ALTERNATING TRAFFIC  
WITH YIELD  
NOT TO SCALE

Standard  
Details and Drawings  
for the  
Development of  
Temporary Traffic Control Plans

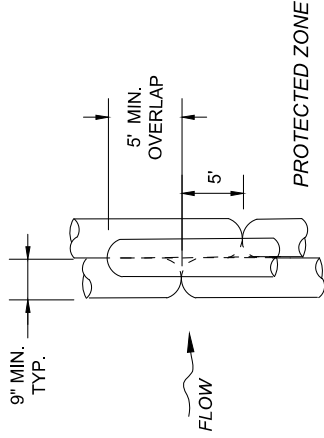


# **EROSION CONTROL DETAILS**

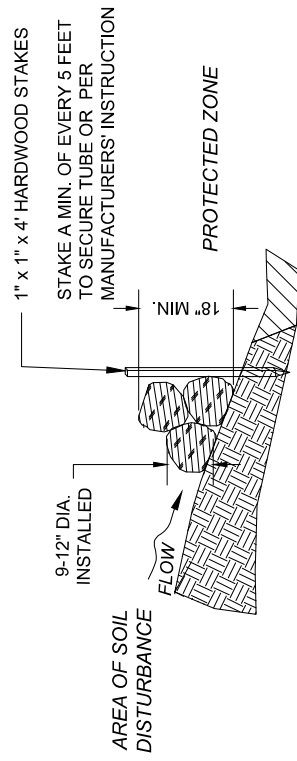
**CAPTURE SEDIMENT AND PREVENT FLOW OFF SITE**



**SECTION**



**PLAN VIEW**



**SECTION**

**COMPOST FILTER TUBE**

NOT TO SCALE

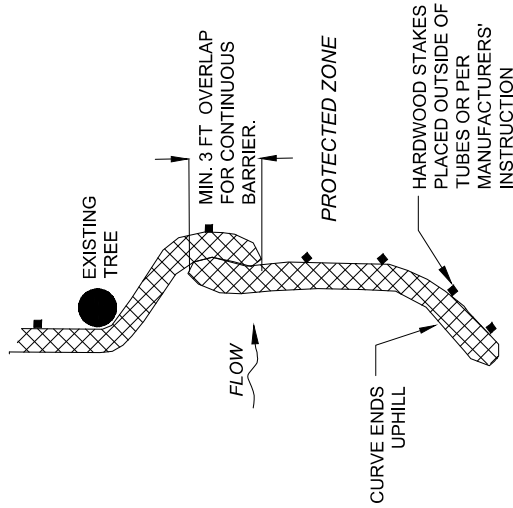
**COMPOST FILTER TUBE BERM (SLOPES 2:1 OR STEEPER)**

NOT TO SCALE

**NOTES**

1. PLACE TUBE ALONG CONTOURS AND PERPENDICULAR TO FLOW.
2. PLACE AS CLOSE TO LIMIT OF SOIL DISTURBANCE AS POSSIBLE.
3. ADJUST LOCATION AS REQUIRED FOR OPTIMUM EFFECTIVENESS. DO NOT INSTALL IN WATERWAYS.
4. PLACE STAKES AS NEEDED TO SECURE TUBES IN PLACE.

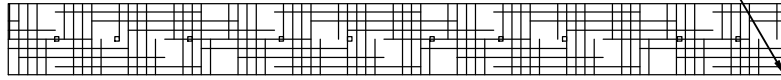
**PLAN VIEW**



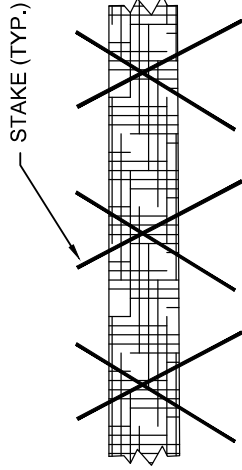
FILTER FABRIC FOR  
EROSION CONTROL  
(STAKE FILTER  
FABRIC EVERY 1FT)

A

X



HAY BALES FOR  
EROSION CONTROL  
(2 STAKES PER BALE)



SECTION A-A

STAKED FILTER  
FABRIC FOR  
EROSION CONTROL

STAKE (TYP.)



HAY BALES FOR  
EROSION CONTROL

6"X 6" TRENCH LAY FILTER FABRIC TRENCH  
END UP SLOPE AND BACK FILL

SECTION X-X

**APPENDIX B**  
**RECORD BRIDGE PLANS**

**GENERAL NOTES**

- FOUNDATIONS:**  
MAY BE ALTERED, IF NECESSARY, TO SUIT CONDITIONS ENCOUNTERED IN CONSTRUCTION.
- REINFORCEMENT:**  
ALL REINFORCING STEEL BAR DEFORMATIONS SHALL CONFORM TO A.S.T.M. SPECIFICATION A-305. UNLESS OTHERWISE SHOWN ON THE PLANS, REINFORCING BARS SHALL BE LAPPED 20 DIAMETERS TO MAKE A SPLICE, EXCEPT THAT MAIN REINFORCING BARS NEAR THE TOP OF SLABS AND BEAMS SHALL BE LAPPED 35 DIAMETERS TO MAKE A SPLICE.
- BORING NOTES:**  
LOCATIONS OF BORINGS SHOWN ON KEY PLAN THUS: No. 3. BORINGS TAKEN FOR PURPOSE OF DESIGN AND SHOW CONDITIONS AT BORING POINTS ONLY, BUT DO NOT NECESSARILY SHOW NATURE OF MATERIALS TO BE ENCOUNTERED DURING CONSTRUCTION. FIGURES IN COLUMNS INDICATE NUMBER OF BLOWS OF 140 POUND HAMMER FALLING 30 INCHES, TO DRIVE A 2 1/2 INCH SAMPLING SPOON ONE FOOT. BORING SAMPLES MAY BE SEEN AT THE DEPARTMENT'S LABORATORY IN THE MAINTENANCE BUILDING ON ROUTE No. 9 IN WELLESLEY.
- DESIGN:**  
IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS OF THE A.S.T.M. FOR W-20-44 LOADING.
- DATE:**  
TO BE PLACED ON INSIDE FACES OF THE NORTHWESTERLY AND SOUTHEASTERLY END POSTS AS SHOWN IN DETAIL ON SHEET 2. A SHEET SHOWING SIZE AND CHARACTER OF NUMERALS WILL BE FURNISHED.
- BENCH MARK:**  
B.M.#3 STA. 23+40 90° RT. SPIKE 12" M EL. 104.40
- HYDRAULIC DATA:**  
SIZE OF DRAINAGE AREA = 81.2 SQ. MILES  
BRIDGE OPENING PROVIDED FOR 1962 FLOOD AS SHOWN. ESTIMATED DISCHARGE = 7600 C.F.S.  
VELOCITY OF FLOOD FLOW = 6 FT PER SECOND.
- NOTE BOOKS:**  
20,098 AND 23,983

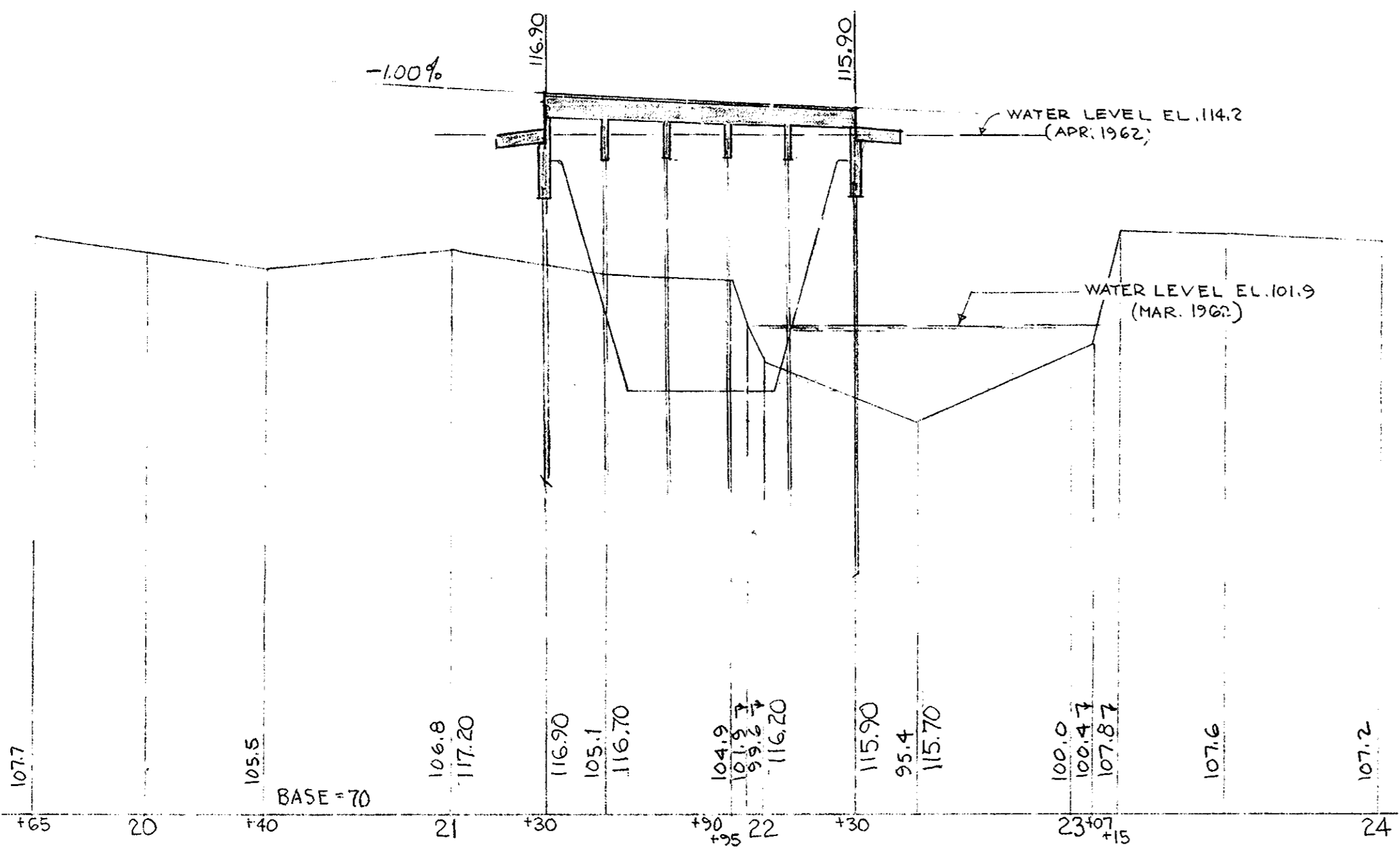
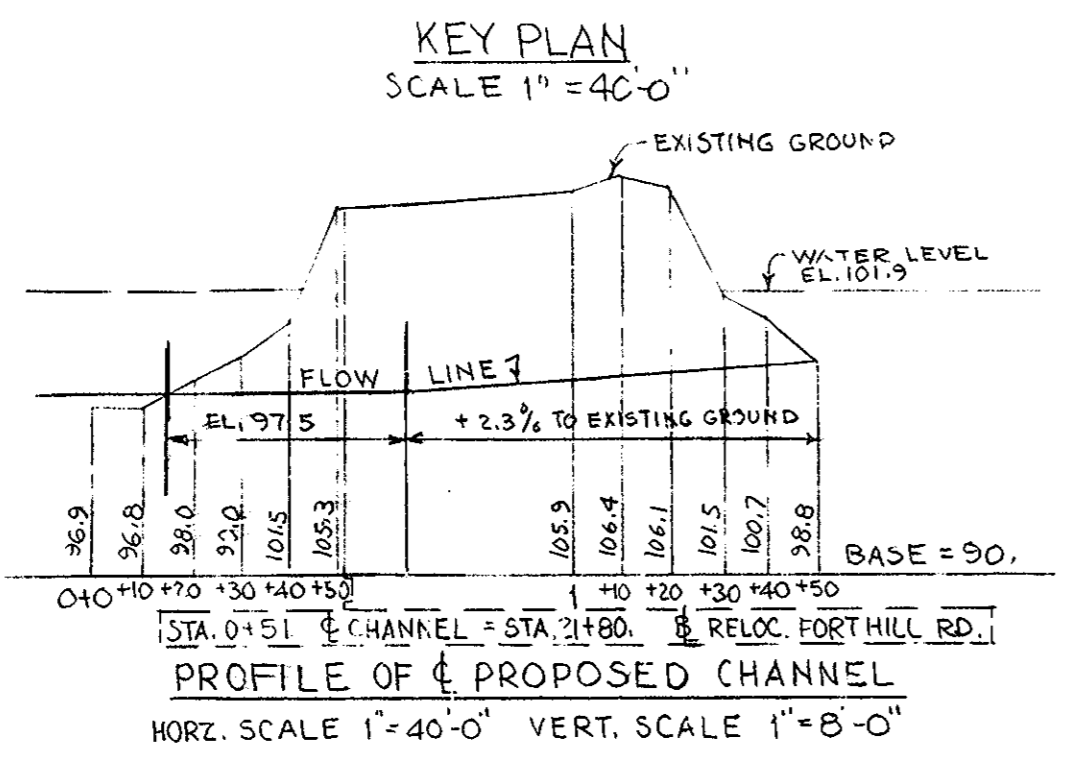
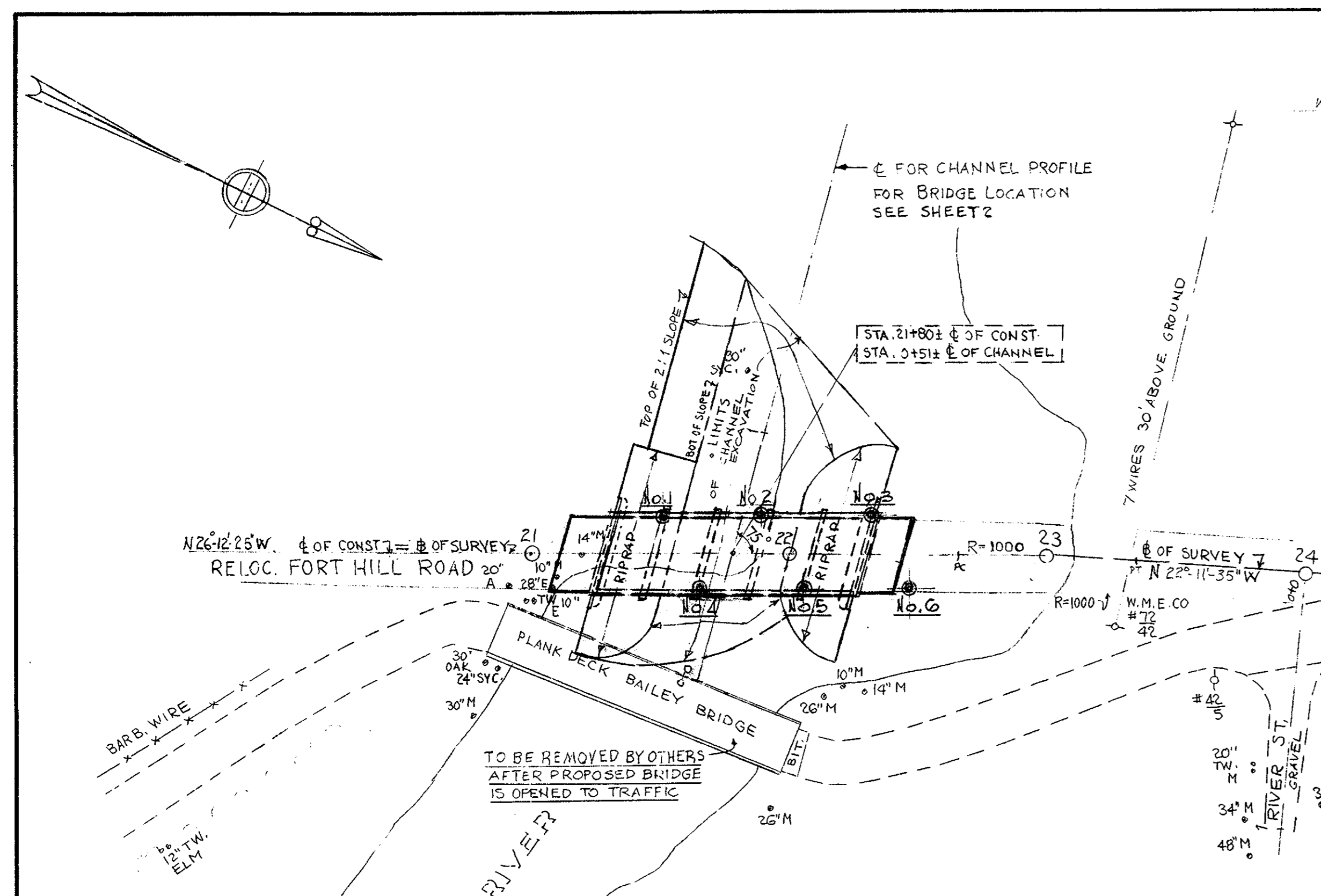
**ESTIMATED QUANTITIES**

NOT GUARANTEED.

CLASS A ROCK EXCAVATION	10 C.Y.
CHANNEL EXCAVATION	1,500 C.Y.
GRAVEL BOBROW	130 C.Y.
CLASS I BIT. CONC. PAVEMENT, TYPE I-I	50 TONS
TREATED TIMBER PILES	2,750 L.F.
TREATED LUMBER	2,800 L.F.
BRIDGE STRUCTURE (E-5-15)	390 C.Y.
SETTLEMENT PLATFORM	1 L.S.

**NOTE:**  
ESTIMATED WEIGHT OF STEEL REINF. FOR STRUCTURES = 46,000 LBS.  
THIS QUANTITY IS PART OF ITEM G15-1, BRIDGE STRUCTURE (E-5-15), AND IS NOT GUARANTEED.

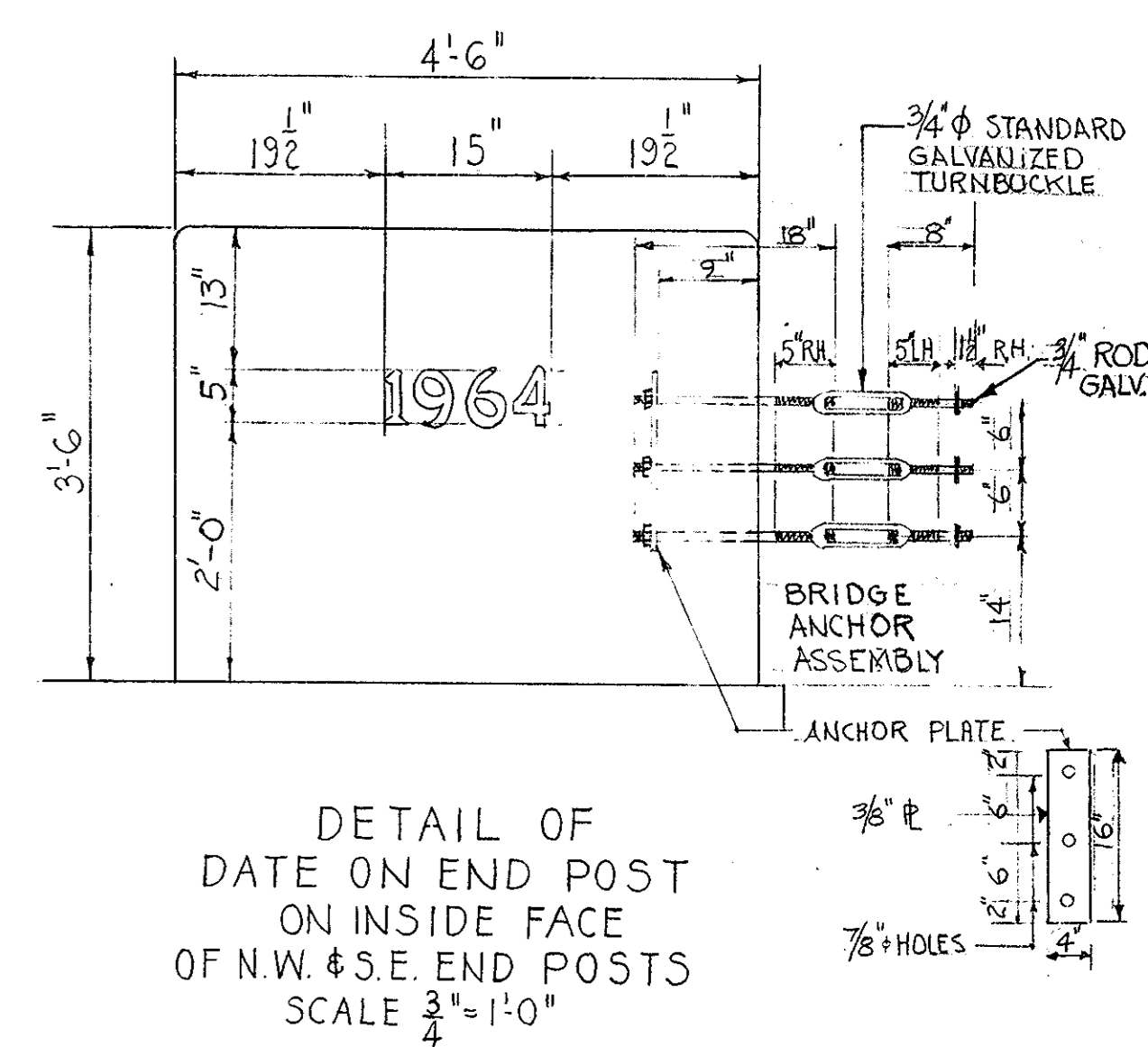
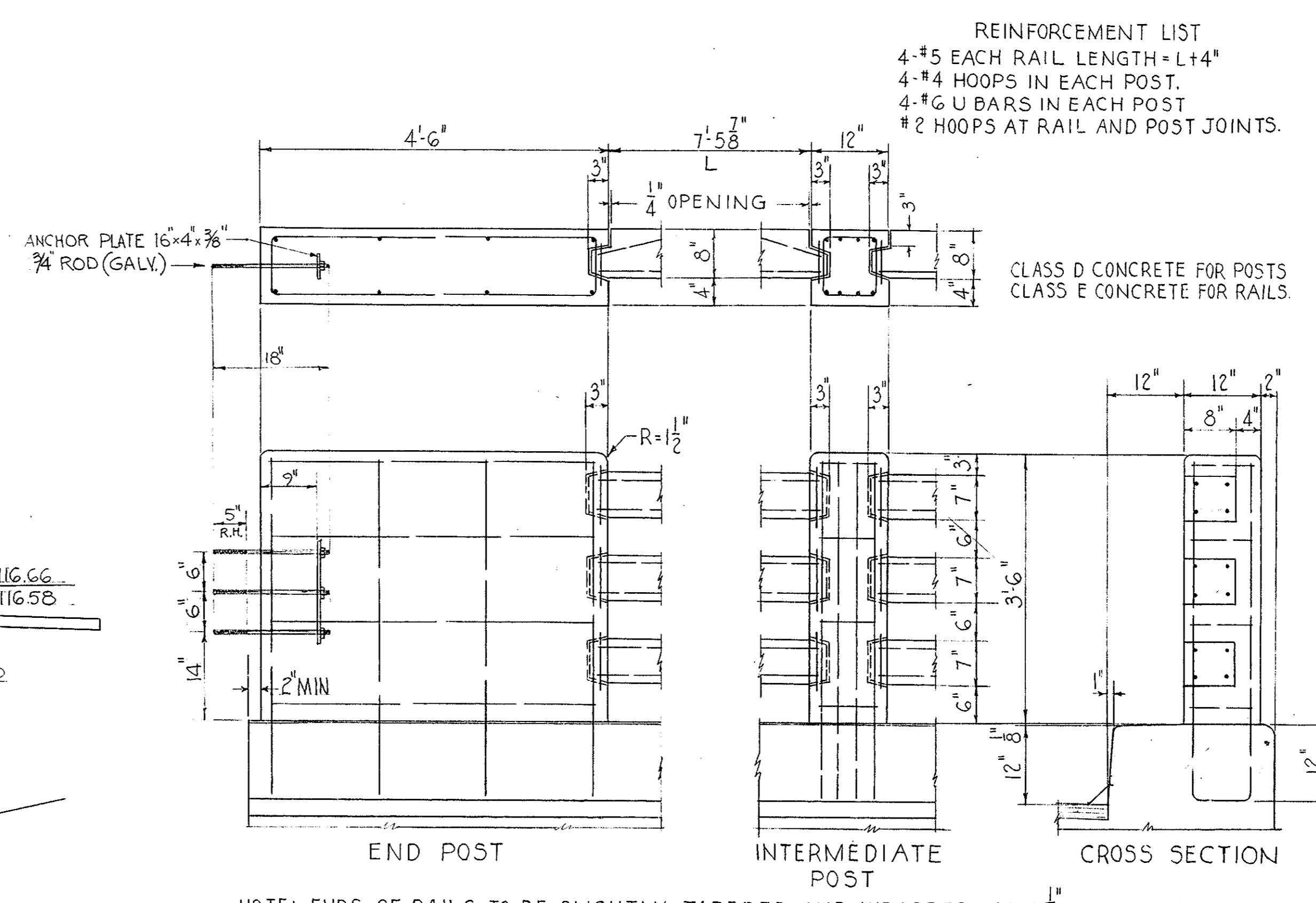
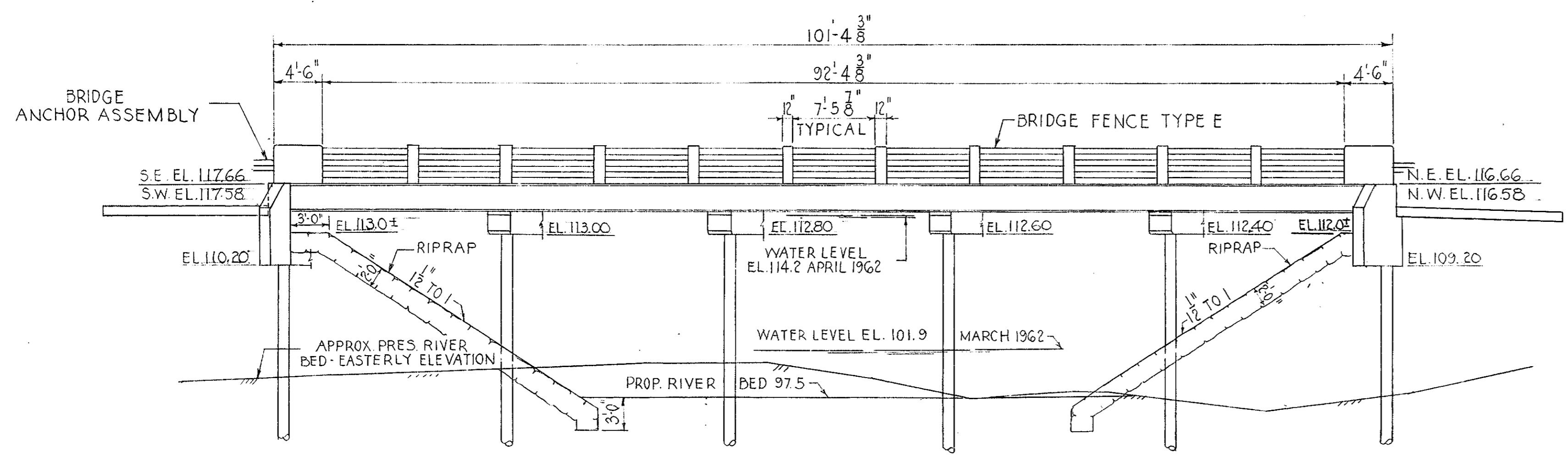
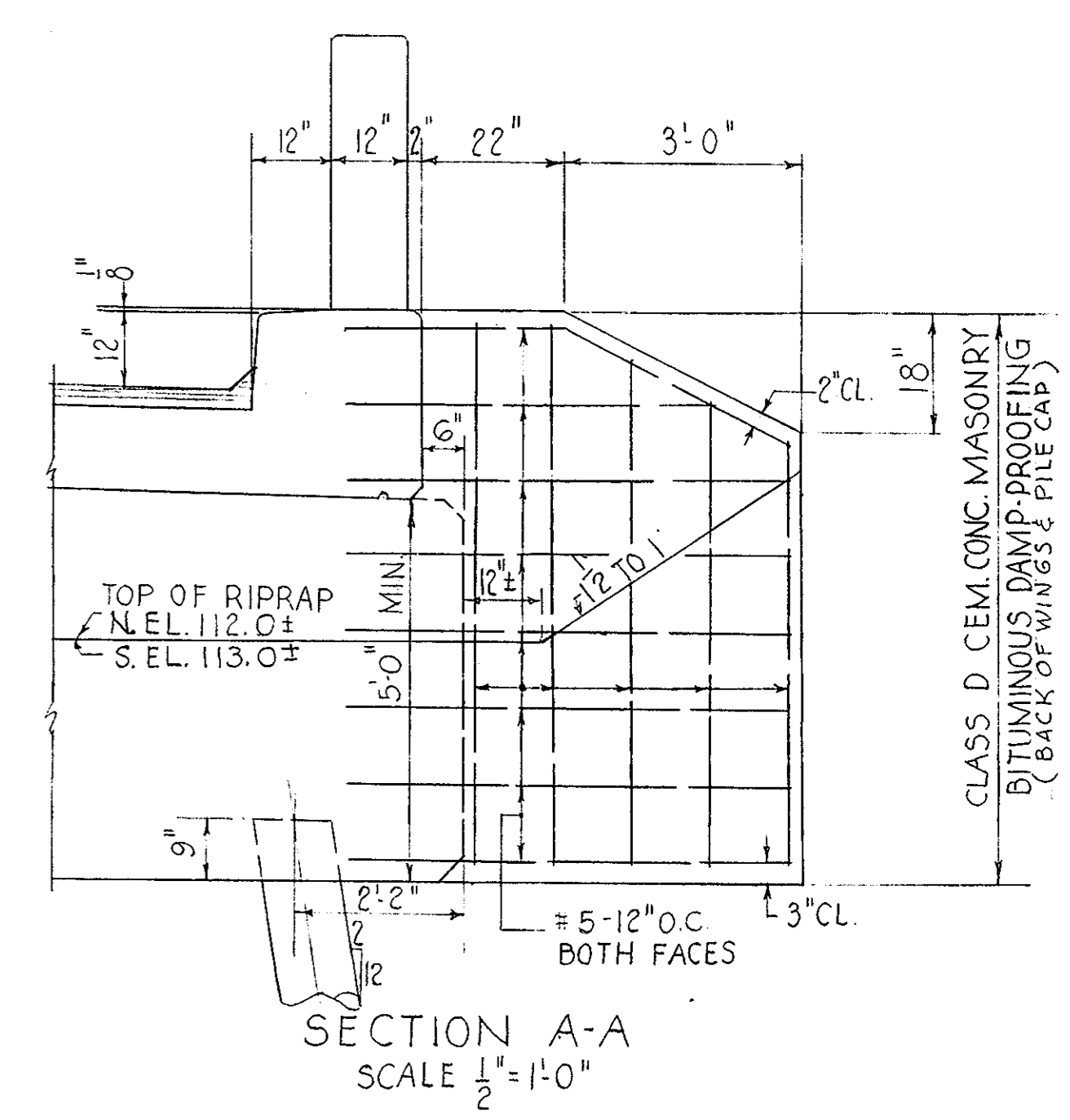
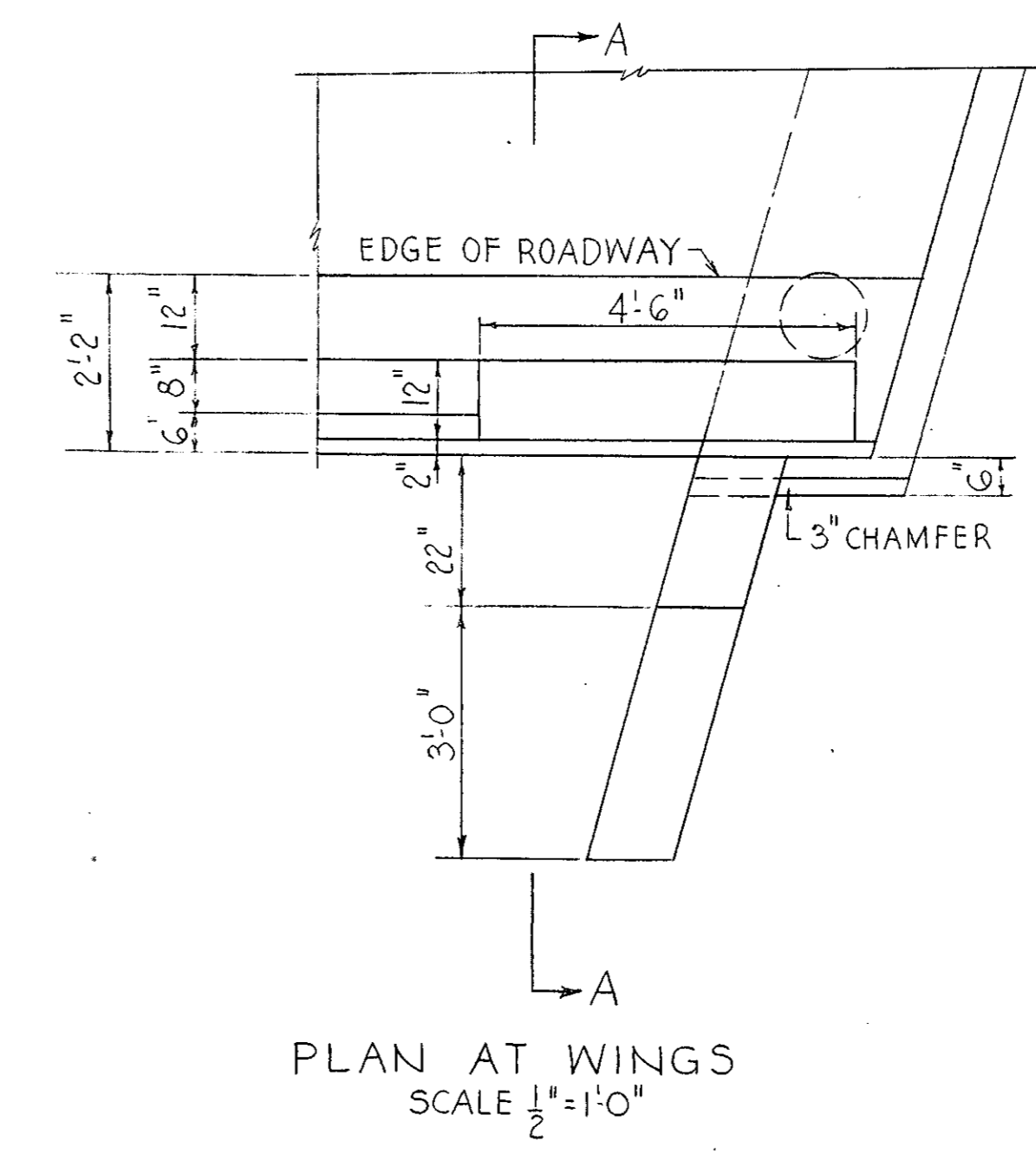
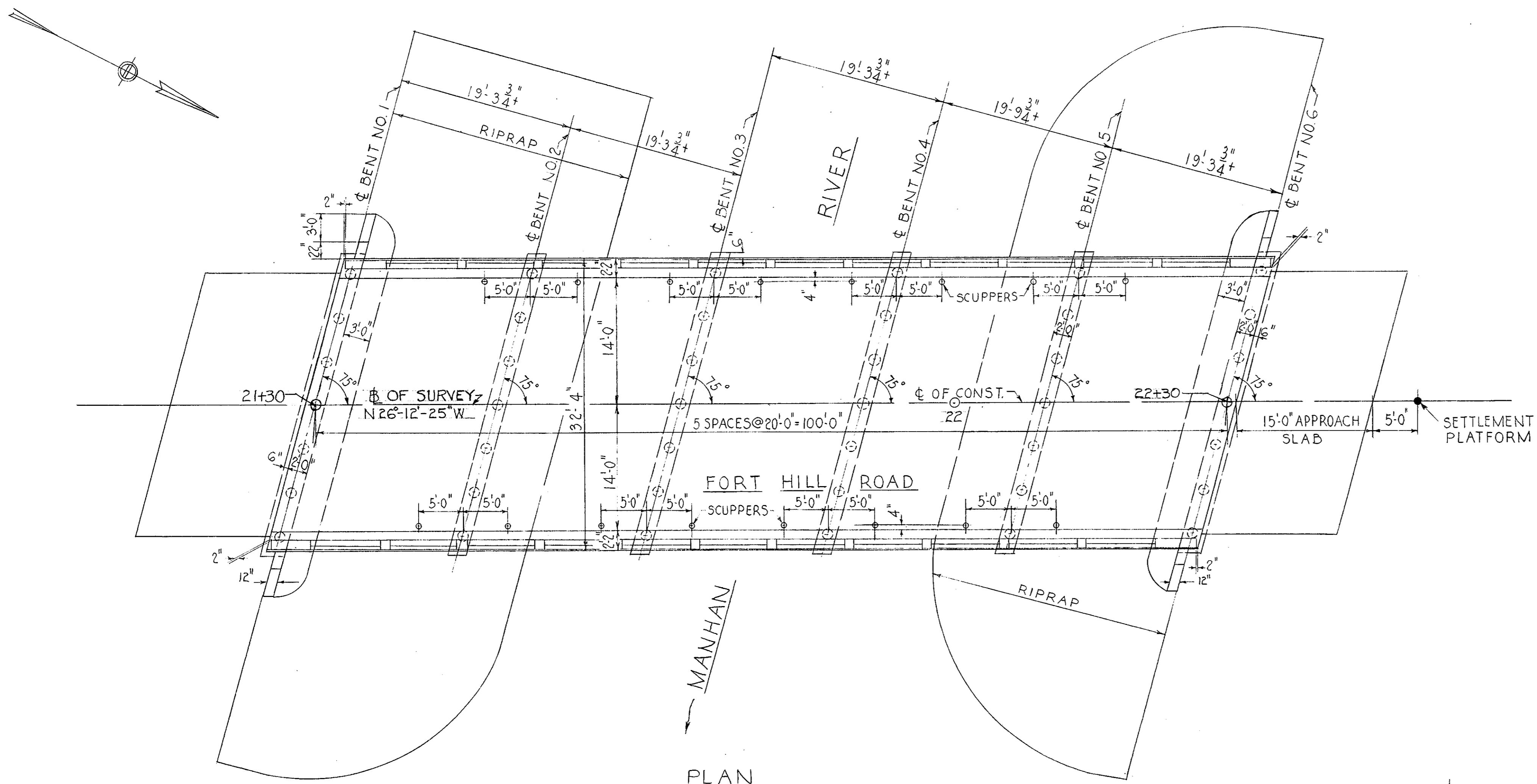
DESIGNED BY MULLEN	MAR. 28, 1964	ISSUED FOR CONSTRUCTION
DRAWN BY MULLEN <i>Belger</i>	THE COMMONWEALTH OF MASSACHUSETTS PROPOSED BRIDGE <b>EASTHAMPTON</b> RELOC. FORT HILL ROAD OVER RELOCATED MANHAN RIVER	
CHECKED BY KERRICK PHIPPS	SCALES AS NOTED. OFFICE OF DEPARTMENT OF PUBLIC WORKS 100 NASHUA ST. BOSTON, MASS. MAR. 1964	
APPROVED FOR DESIGN MIRALJAN	DESIGNED BY <i>J. M. Chivers</i> BRIDGE ENGINEER	
ARCHITECTURE	CHECKED BY <i>C. J. Wisnietka</i> CHIEF ENGINEER	
SPECS. HULSMAN		



BORING NO.	DEPTH (FEET)	SOIL DESCRIPTION
No. 1	102.6	SOFT SANDY LOAM.
	100	VERY LOOSE FINE LOAMY DARK-YELLOW SAND, SOME MEDIUM SAND. MOIST.
	98.1	VERY LOOSE COARSE TO MEDIUM YELLOW SAND & GRAVEL, TRACE OF FINE SAND. WET.
	90	SOFT GREY SANDY CLAYEY SILT. WET.
	82.1	LOOSE VERY FINE SILTY RED-GREY SAND & SOFT GREY CLAY.
	74.1	LOOSE VERY FINE SILTY RED-GREY SAND, SOME SOFT GREY CLAY. WET.
	66.1	SOFT GREY CLAYEY SILT. WET.
	58.1	SOFT GREY CLAYEY SILT. WET.
	50.1	SOFT GREY CLAYEY SILT. WET.
	42.1	SOFT GREY CLAYEY SILT. WET.
No. 2	102.1	SOFT SANDY LOAM.
	100.1	VERY LOOSE FINE TO VERY FINE DARK-YELLOW GREY SAND & SILT. WET.
	95.1	LOOSE TO VERY LOOSE COARSE YELLOW SAND & GRAVEL, SOME MEDIUM SAND. WET.
	88.1	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT CLAY, TRACE OF GRAVEL. WET.
	80.1	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT GREY CLAY. WET.
	74.1	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT GREY CLAY. WET.
	66.1	SOFT GREY CLAYEY SILT. WET.
	58.1	SOFT GREY CLAYEY SILT. WET.
	50.1	SOFT GREY CLAYEY SILT. WET.
	42.1	SOFT GREY CLAYEY SILT. WET.
No. 3	102.5	VERY LOOSE COARSE TO MEDIUM DARK-GREY SAND, SOME MEDIUM SAND & SILT. WET.
	97.5	VERY LOOSE VERY COARSE TO COARSE DARK-YELLOW-GREY SAND, SOME MEDIUM SAND, TRACE OF SILT & M.O.C.D. WET.
	91.0	SOFT GREY SANDY CLAYEY SILT. WET.
	89.0	SOFT GREY SANDY CLAYEY SILT. WET.
	82.0	SOFT GREY SANDY CLAYEY SILT. WET.
	77.0	SOFT GREY SANDY CLAYEY SILT. WET.
	71.0	SOFT GREY SANDY CLAYEY SILT. WET.
	65.1	SOFT GREY SANDY CLAYEY SILT. WET.
	59.0	SOFT GREY SANDY CLAYEY SILT. WET.
	52.5	SOFT GREY SANDY CLAYEY SILT. WET.
No. 4	103.6	VERY LOOSE FINE TO VERY FINE DARK-YELLOW GREY SAND & SILT. WET.
	97.7	LOOSE TO VERY LOOSE COARSE YELLOW SAND & GRAVEL, SOME MEDIUM SAND. WET.
	92.7	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT CLAY, TRACE OF GRAVEL. WET.
	80.7	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT CLAY, TRACE OF GRAVEL. WET.
	74.1	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT GREY CLAY. WET.
	66.1	SOFT GREY CLAYEY SILT. WET.
	58.1	SOFT GREY CLAYEY SILT. WET.
	50.1	SOFT GREY CLAYEY SILT. WET.
	42.1	SOFT GREY CLAYEY SILT. WET.
	34.1	SOFT GREY CLAYEY SILT. WET.
No. 5	100.1	VERY LOOSE COARSE TO MEDIUM DARK-GREY SAND, SOME MEDIUM SAND & SILT. WET.
	95.1	VERY LOOSE COARSE TO VERY COARSE YELLOW SAND & GRAVEL, SOME MEDIUM SAND. WET.
	88.1	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT CLAY, TRACE OF GRAVEL. WET.
	80.1	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT GREY CLAY. WET.
	74.1	LOOSE VERY FINE SILTY GREY SAND, SOME SOFT GREY CLAY. WET.
	66.1	SOFT GREY CLAYEY SILT. WET.
	58.1	SOFT GREY CLAYEY SILT. WET.
	50.1	SOFT GREY CLAYEY SILT. WET.
	42.1	SOFT GREY CLAYEY SILT. WET.
	34.1	SOFT GREY CLAYEY SILT. WET.
No. 6	102.0	VERY LOOSE COARSE TO MEDIUM DARK-GREY SAND, SOME MEDIUM SAND & SILT. WET.
	97.5	VERY LOOSE VERY COARSE TO COARSE DARK-YELLOW-GREY SAND, SOME MEDIUM SAND, TRACE OF SILT & M.O.C.D. WET.
	91.0	SOFT GREY SANDY CLAYEY SILT. WET.
	89.0	SOFT GREY SANDY CLAYEY SILT. WET.
	82.0	SOFT GREY SANDY CLAYEY SILT. WET.
	77.0	SOFT GREY SANDY CLAYEY SILT. WET.
	71.0	SOFT GREY SANDY CLAYEY SILT. WET.
	65.1	SOFT GREY SANDY CLAYEY SILT. WET.
	59.0	SOFT GREY SANDY CLAYEY SILT. WET.
	52.5	SOFT GREY SANDY CLAYEY SILT. WET.

**BORING DATA**  
BORINGS TAKEN BY NEW ENGLAND TEST BORING CORP. MAR. 1962. SCALE 1"=8'-0"

PUB. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
1	MASS.		19		



MAR 28 1964 - ISSUED FOR CONSTRUCTION.	
DATE	DESCRIPTION
SEE ONLY PRINTS OF LATEST DATE.	



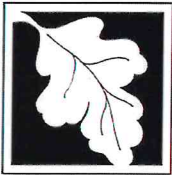
# **APPENDIX E**

## **General Order of Conditions**



2024 00002607

Bk: 15075Pg: 276 Page: 1 of 38  
Recorded: 02/27/2024 11:26 AM



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

**WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:  
151-0307

MassDEP File #

eDEP Transaction #

Easthampton

City/Town

**A. General Information**

**Please note:**  
this form has been modified with added space to accommodate the Registry of Deeds Requirements

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Easthampton  
Conservation Commission

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

3. To: Applicant:  
Joseph      Pipczynski  
a. First Name      b. Last Name

Department of Public Works  
c. Organization

50 Payson Avenue  
d. Mailing Address

Easthampton      MA      01027  
e. City/Town      f. State      g. Zip Code

4. Property Owner (if different from applicant):  
a. First Name      b. Last Name

c. Organization

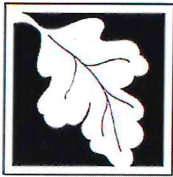
d. Mailing Address

e. City/Town      f. State      g. Zip Code

5. Project Location:  
Various      Easthampton  
a. Street Address      b. City/Town

Various      Various  
c. Assessors Map/Plat Number      d. Parcel/Lot Number

Latitude and Longitude, if known:      d      m      s      d      m      s  
d. Latitude      e. Longitude



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
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 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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 Easthampton  
 City/Town

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

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
 Hampshire  
 a. County \_\_\_\_\_ b. Certificate Number (if registered land) \_\_\_\_\_  
 None \_\_\_\_\_ None \_\_\_\_\_  
 c. Book \_\_\_\_\_ d. Page \_\_\_\_\_
7. Dates: 7/1/2019 9/28/2020 3/1/2021  
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
 SEE ATTACHEMENT A and C  
 a. Plan Title \_\_\_\_\_  
 Daniel Murphy \_\_\_\_\_  
 b. Prepared By \_\_\_\_\_ c. Signed and Stamped by \_\_\_\_\_  
 9/28/2020 \_\_\_\_\_  
 d. Final Revision Date \_\_\_\_\_ e. Scale \_\_\_\_\_  
 f. Additional Plan or Document Title \_\_\_\_\_ g. Date \_\_\_\_\_

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:  
 Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- a.  Public Water Supply b.  Land Containing Shellfish c.  Prevention of Pollution  
 d.  Private Water Supply e.  Fisheries f.  Protection of Wildlife Habitat  
 g.  Groundwater Supply h.  Storm Damage Prevention i.  Flood Control
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved subject to:**

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



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

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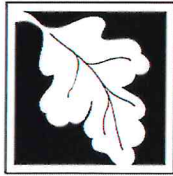
**B. Findings (cont.)**

Denied because:

- b.  the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) \_\_\_\_\_ a. linear feet

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

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	_____ a. linear feet	_____ b. linear feet	_____ c. linear feet	_____ d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	_____ a. square feet _____ e. c/y dredged	_____ b. square feet _____ f. c/y dredged	_____ c. square feet	_____ d. square feet
7. <input type="checkbox"/> Bordering Land Subject to Flooding	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
Cubic Feet Flood Storage	_____ e. cubic feet	_____ f. cubic feet	_____ g. cubic feet	_____ h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	_____ a. square feet	_____ b. square feet		
Cubic Feet Flood Storage	_____ c. cubic feet	_____ d. cubic feet	_____ e. cubic feet	_____ f. cubic feet
9. <input type="checkbox"/> Riverfront Area	_____ a. total sq. feet	_____ b. total sq. feet		
Sq ft within 100 ft	_____ c. square feet	_____ d. square feet	_____ e. square feet	_____ f. square feet
Sq ft between 100-200 ft	_____ g. square feet	_____ h. square feet	_____ i. square feet	_____ j. square feet



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

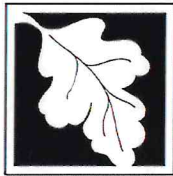
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**Easthampton**  
 City/Town

**B. Findings (cont.)**

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

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	_____	_____	_____ cu yd	_____ cu yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
14. <input type="checkbox"/> Coastal Dunes	_____	_____	_____ cu yd	_____ cu yd
	a. square feet	b. square feet	c. nourishment	d. nourishment
15. <input type="checkbox"/> Coastal Banks	_____	_____		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	_____	_____		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	_____	_____		
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____	_____		
	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	_____	_____		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	_____	_____	_____	_____
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	_____	_____	_____	_____
	g. square feet	h. square feet	i. square feet	j. square feet



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**B. Findings (cont.)**

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

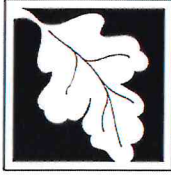
23.  Restoration/Enhancement \*:  
 a. square feet of BVW \_\_\_\_\_ b. square feet of salt marsh \_\_\_\_\_
24.  Stream Crossing(s):  
 a. number of new stream crossings \_\_\_\_\_ b. number of replacement stream crossings \_\_\_\_\_

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

**The following conditions are only applicable to Approved projects.**

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





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

**WPA Form 5 – Order of Conditions**

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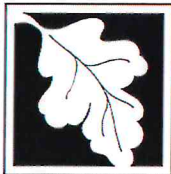
City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1)  is subject to the Massachusetts Stormwater Standards
- (2)  is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

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### **C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement (“O&M Statement”) for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan (“O&M Plan”) and certifying the following:

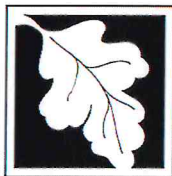
i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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

## **WPA Form 5 – Order of Conditions**

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

Provided by MassDEP:

151-0307

MassDEP File #

eDEP Transaction #

Easthampton

City/Town

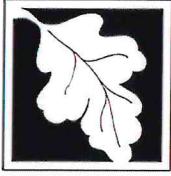
### **C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission (“Commission”) upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

**SEE ATTACHMENT B and C**

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



Massachusetts Department of Environmental Protection  
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**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

- 1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No
- 2. The \_\_\_\_\_ hereby finds (check one that applies):

Conservation Commission

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

1. Municipal Ordinance or Bylaw

2. Citation

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

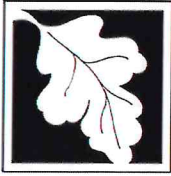
- b.  that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

1. Municipal Ordinance or Bylaw

2. Citation

- 3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):



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

**WPA Form 5 – Order of Conditions**

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

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**E. Signatures**

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

3/1/2021

1. Date of Issuance

Please indicate the number of members who will sign this form.

6

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

By vote on May 11th 2020, the individuals listed below have authorized the Conservation Agent to sign on their behalf duly noted in the attached Record of Voting document. They also intend for their typed names below to serve as their electronic signatures for any entity (such as MassDEP) that accepts electronic signatures.

Melissa Coady

Signature

Melissa Coady (Chair)

Printed Name

Jay Ryan

Signature

Jay Ryan

Printed Name

Julie Busa

Signature

Julie Busa

Printed Name

Dan Buttrick

Signature

Dan Buttrick

Printed Name

Michael Whittemore

Signature

Michael Whittemore

Printed Name

Deborah August

Signature

Deborah August

Printed Name

Signature

Printed Name

Signature

Printed Name

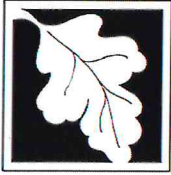
by hand delivery on

by certified mail, return receipt requested, on

3/1/2021

Date

Date



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

## WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

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### F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection**  
 Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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### G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Easthampton  
 Conservation Commission

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

To:

Easthampton  
 Conservation Commission

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

Various  
 Project Location

151-0307  
 MassDEP File Number

Has been recorded at the Registry of Deeds of:

Hampshire  
 County

Book

Page

for: Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



**CITY OF EASTHAMPTON  
CONSERVATION COMMISSION**  
50 Payson Avenue, Easthampton, MA 01027  
[www.easthamptonma.gov](http://www.easthamptonma.gov)  
413-529-1400

### **Vote Authorizing Signatures of Commissioners**

On May 11<sup>th</sup>, 2020 the Easthampton Conservation Commission met in open session through publicly accessible video-conference software, pursuant to the Order Suspending Certain Provisions of the Open Meeting Law, issued by Governor Charles D. Baker on March 12, 2020 in accordance with M.G.L. c. 110G. At this duly held meeting, the following action was taken by the Commission:

**Motion By Chair Melissa Coady:** To authorize the Conservation Agent, Cassie Tragert to electronically sign Easthampton Conservation Commission Documents on behalf of individual Conservation Commission members in accordance with M.G.L. c. 110G. The term Easthampton Conservation Commission Documents as used in the preceding sentence means only those documents that the Commission voted to issue and sign at a public meeting during the Covid-19 State of Emergency.

**Seconded:** *Julie Busa*

**Vote:**

Chair Melissa Coady – *Aye*

Vice Chair Jay Ryan – *Aye*

Commissioner Julie Busa – *Aye*

Commissioner Dan Buttrick – *Not Present*

Commissioner Jessica Harwood – *Aye*

Commissioner Michael Whittemore – *Aye*

Commissioner Deborah August – *Aye*

**Results:** *6 In favor, 1 Absence, Motion Carries.*

**ATTACHMENT A**

Provided by MassDEP:

151-0307

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**PROJECT SUMMARY:**

The City Department of Public Works is responsible for maintenance of municipal properties, rights-of-ways, easements, roads, and structures. This Bundled Order of Conditions establishes the Notification Requirements for routine maintenance work as described below.

Wetland resource areas on the various Department of Public Works-jurisdiction work sites include buffer zones to Bordering Vegetated Wetland, Land Under Waterbodies and Waterways and Banks; Riverfront Area; and Land Subject to Flooding (if not a certified vernal pool) and streams and channels when not flowing.

Work includes routine maintenance and repair activities on municipal properties, rights-of-ways, easements, roads, and structures and is divided into six (6) categories listed in the table below (see Attachment C for more detailed list of work):

Work Category	Typical Work	Notification Requirement
I. Exempt from Wetlands Protection Act	Maintenance, repair/in-kind replacement of existing water and sewer piping, structure or facility.	None. – Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.
II. Riverfront and Buffer Zone Regulatory Exemptions	Pre-Riverfront Act facilities (08/1996), new unpaved public pathways, road repair, resurfacing, and reclamation but not widened, sign and signal maintenance and replacement, installation of utilities within paved and unpaved areas, vegetation removal for safety.	None. -- Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.
III. Buffer Zone Activities	Pavement resurfacing, catch basin cleaning and storm drain flushing with proper disposal, embankment stabilization for maintenance, roadside vegetation maintenance, guard rail replacement, roadway infrastructure repair replacement.	None. -- Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.
IV. Buffer Zone and Certain (under dry conditions ONLY) Resource Areas	Drainage ditch maintenance including sediment and vegetation removal, culvert cleaning, rock apron repair and maintenance, vegetation management on recreational	None. -- Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.

**ATTACHMENT A**

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	lawns and fields, and snow storage.	
V. Buffer Zone and Certain Resource Areas	Work that DOES NOT require bypass pumping: Culvert and headwall repairs, installation and maintenance of any beaver preventative measures, new aprons and splashpads, and permanent sediment trap.	Prior notification and on-site meeting with Conservation Commission and/or it's Agent before any work. In emergency: notification within 24 hours of completion. In either situation: Commission review to determine possible need for additional filing.
VI. Likely direct Resource Area Impacts	New water/sewer/drain piping installation, new pavement installation, beaver dam removals, public building construction or expansion directly impacting any wetland resource areas. Any work that requires bypass pumping.	Prior consultation of Conservation Commission and submittal of Request for Determination of Applicability, Notice of Intent, or Request for Administrative Approval.

**FINDINGS:**

The activity, as defined at 310 CMR 10.04 Activity, will the Riverfront Area, Buffer Zones to Bordering Vegetated Wetland, Land Under Waterbodies and Waterways and Banks, and Land Subject to Flooding.

The Easthampton Conservation Commission hereby approves the following plans and documents as the "plan(s) of record":

- Notice of Intent (NOI), prepared by City of Easthampton Department of Public Works, filing dated June 26, 2019.
- Work Categories and Notification Requirements, Infrastructure Maintenance and Replacement, Bundled Notice of Intent, dated August 21, 2019 and revised September 28<sup>th</sup>, 2020.
- MassDEP Notification of Wetlands Protection Act File Number (WE 151-0307) dated July 15, 2019.
- Easthampton Conservation Commission meeting minutes dated as follows:
  - a. July 22, 2019
  - b. August 26, 2019
  - c. September 14, 2020
  - d. September 28, 2020

This Order of Conditions is valid for a period no longer than three (3) years from date of issuance.

## ATTACHMENT B

Provided by MassDEP:

151-307

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### GENERAL CONDITIONS:

1. A member of the Conservation Commission or its agent may enter and inspect the properties and the activities that are the subjects of this Order at all reasonable times, with or without probable cause or prior notice, and until a Certificate of Compliance is issued, for the limited purpose of evaluating compliance with this Order.
2. With respect to all conditions, the Conservation Commission designates the Conservation Agent, as consultant to the Commission, as its agent with full powers to act on its behalf in administering and enforcing this Order.
3. This document shall be included by reference in all contracts, plans, and specifications dealing with the activities that are the subject of this Order, and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications.
4. The Permittee shall provide a copy of this Order to the person or persons supervising the activities that are the subject of this Order, and will be responsible for ensuring that all persons performing the permitted activities are fully aware of the terms and conditions of this Order.
5. Any person performing work on the activity that is the subject of this Order is individually responsible for understanding and complying with the requirements of this Order, the Act, 310 CMR 10.00 and 321 CMR 10.00, and shall provide a signed statement to that effect.
6. If any change is made in the Final Approved Plans of Record (see **Attachment A**), which may or will alter an area subject to protection under the Wetlands Protection Act, or regulated under 310 CMR 10.00, the applicant shall inquire from this Commission or its agent, prior to implementing the change in the field, whether the change is significant enough to require the filing of a new Notice of Intent. Any errors in the plans or information submitted by the applicant shall be considered changes and the above procedures shall be followed. In the event that subsequent versions of the Final Approved Plans of Record are prepared and/or submitted to other City of Easthampton Departments for review and/or approval, copies of the same plans shall be provided to the Conservation Commission at the same time.
7. It is the responsibility of the Permittee, their successors and/or assigns to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order, and to procure all required permits or approvals.
8. All construction materials, earth stockpiles, landscaping materials, slurry pits, waste products, refuse, debris, stumps, slash, or excavate may only be stockpiled or collected in areas as shown and labeled on the approved plan(s), or if no such areas are identified on a plan, they must be placed or stored outside all resource areas and associated buffer zones under cover and surrounded by a double-staked row of straw bales, or approved equivalent, to prevent contact with rain water.
9. No material of any kind may be buried, placed or dispersed in areas within the jurisdiction of the Commission by activities that are the subject of this Order, except as are expressly permitted by this Order or the plans approved herein.

**ATTACHMENT B**

Provided by MassDEP:

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10. Waste products resulting from management of vegetation (e.g. trimmings, slash, etc.), shall be properly disposed at an off-site upland location.
11. No fuel, oil, or other pollutants shall be stored in any resource area or the Buffer Zone thereto, unless specified in this Order. Refueling of equipment and vehicles shall occur outside jurisdictional areas.
12. Any material placed in wetland resource areas by the Permittee, their successors and/or assigns without express authorization under this Order shall be removed by the Permittee, their successors and/or assigns upon demand by the Conservation Commission or its agent.
13. No trash dumpsters will be allowed within 100 feet of wetland resource areas, unless specified in this Order.
14. This Order authorizes only the activity described on the Final Approved Plans of Record and approved documents referenced in this Order (see **Attachment A**). Any other or additional activity in areas within the jurisdiction of the Commission require separate review and approval by the Commission or its Agent. The activities included in this Order and the requirements to the Commission associated with each type of work are as follows (see **Attachment C** for more detailed list of work):

Work Category	Typical Work	Notification Requirement
I. Exempt from Wetlands Protection Act	Maintenance, repair/ in-kind replacement of existing water and sewer piping, structure or facility.	None. – Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.
II. Riverfront and Buffer Zone Regulatory Exemptions	Pre-Riverfront Act facilities (08/1996), new unpaved public pathways, road repair, resurfacing, and reclamation but not widened, sign and signal maintenance and replacement, installation of utilities within paved and unpaved areas, vegetation removal for safety.	None. -- Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.
III. Buffer Zone Activities	Pavement resurfacing, catch basin cleaning and storm drain flushing with proper disposal, embankment stabilization for maintenance, roadside vegetation maintenance, guard rail replacement, roadway infrastructure repair replacement.	None. -- Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.
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**ATTACHMENT B**

*Provided by MassDEP:*

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Work Category	Typical Work	Notification Requirement
IV. Buffer Zone and Certain (under dry conditions ONLY) Resource Areas	Drainage ditch maintenance including sediment and vegetation removal, sediment basin maintenance including sediment removal, culvert cleaning, rock apron repair and maintenance, vegetation management on recreational lawns and fields, and snow storage.	None. -- Best Management Practices shall be utilized to avoid or minimize impacts to any wetland resource areas.
V. Buffer Zone and Certain Resource Areas	Work that DOES NOT require bypass pumping: Culvert and headwall repairs, installation and maintenance of any beaver preventative measures, new aprons and splashpads, and permanent sediment trap.	Prior notification and on-site meeting with Conservation Commission and/or its Agent before any work. In emergency: notification within 24 hours of completion. In either situation: Commission review to determine possible need for additional filing.
VI. Likely Direct Resource Area Impacts	New water/sewer/drain piping installation, new pavement installation, beaver dam removals, public building construction or expansion directly impacting any wetland resource areas. Any work that requires bypass pumping.	Prior consultation of Conservation Commission and submittal of Request for Determination of Applicability, Notice of Intent, or Request for Administrative Approval.

15. The Commission shall maintain the right to enforce any Condition listed in this Order for all work regardless of Category designation at the Commission or its Agent’s discretion.

**PRE-CONSTRUCTION CONDITIONS:**

16. Prior to the commencement of any activity on site of a project that has been designated Category V or VI (see Condition 14) (other than the allowed activities described in Conditions 17, 18, 19, 20, and 21), the Permittee, their successors and/or assigns shall arrange with the Commission or its Agent to conduct a Pre-Construction Meeting between the Permittee, their successors and/or assigns, the persons or supervisor responsible for the work, and a member of the Conservation Commission or its Agent. This meeting shall take place a minimum of five (5) business days before the planned commencement of construction activities.

17. Prior to commencing any activity on site, the Permittee, their successors and/or assigns shall submit the following to the Conservation Commission for review:

- a. A set of photographs depicting the project site in pre-activity condition.

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- b. A list of landscaping plants species to be used (if any). No species listed as invasive by the Massachusetts Invasive Plants Advisory Group shall be permitted to be included in landscaping.
  - c. An inventory of non-native and/or invasive plant species within the limits of work shown on the Final Approved Plans of Record and shall submit a non-native and/or invasive plant species monitoring and management plan that addresses construction period and long-term measures to prevent the spread of non-native and/or invasive plant species within the project area.
  - d. A copy of the USEPA NPDES Storm Water Pollution Prevention Plan (SWPPP) if applicable.
  - e. If requested by the Commission, a plan depicting the design of permanent markers of the wetland resource areas and their installation on the site for the Commissions review and approval. The markers should be slightly above grade and labeled, signage at each vertex of the limit of work should also be considered.
  - f. A final set of construction drawings as provided to the contractor(s) which shall include all proposed stockpile locations.
  - g. A project/construction-sequencing plan for all work. Phase I shall include the Completion of any Stormwater Management System if included in the approved plan.
  - h. An updated straw wattle typical detail that includes the dimensions of the straw wattle (diameter) and a typical detail of the installation of straw wattles in conjunction with entrenched silt fence.
  - i. The name(s) and 24-hour telephone number(s) and email address(es) of all person(s) responsible for compliance with this Order. The list of contacts shall include the private and/or municipal project manager(s), construction observer(s), and the contractor's supervisor and/or foreman for each contractor working on the project.
  - j. A statement signed by the Permittee, their successors and/or assigns, owner of the property and/or the person(s) responsible for the construction of the project that such individuals understand the terms and conditions as specified in the Order and that such persons agree to comply with the provisions of the Wetlands Protection Act and this Order.
18. Prior to the Pre-Construction Meeting (see Condition 16) and commencement of any activity on site, the Permittee, their successors and/or assigns shall display the MassDEP file number for this Order on a sign with minimum dimensions of two feet by two feet at a location clearly visible from the street. The sign shall remain in place and visible until a Certificate of Compliance is issued for the activity.
19. Prior to the Pre-Construction Meeting (see Condition 16) and commencement of any activity on site, the limits of wetland resource areas shown on the Final Approved Plans of Record shall be flagged with high visibility surveyor's tape at any point they are within 50ft of the limit of work and the flags shall remain in place during construction.

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20. Prior to the Pre-Construction Meeting (see Condition 16) and commencement of any activity on site, the limits of work as shown on the Final Approved Plans of Record shall be marked as well as any trees greater than or equal to five (5) inches in diameter that are located within 3 feet of the construction side of the limit of work. Those marked trees shall be reviewed with the Commission to review how the limit of work may be shifted to avoid their removal where feasible.
21. Prior to the Pre-Construction Meeting (see Condition 16) and commencement of any activity on this site, the approved erosion controls shall be installed as indicated on the Final Approved Plans of Record and inspected by the Commission or its agent.
22. No clearing of vegetation, including trees, or disturbance of soil shall occur prior to the Pre-Construction Meeting (see Condition 16). Any disturbance of shrubs and herbaceous plants prior to the Pre-Construction Meeting as related to the installation of erosion control marker barriers must be limited to accomplish such work and shall avoid disturbance except that directly related to the limited area of silt fence/straw waddle installation. Full site grooming including extensive mowing, soil disturbance, tree-cutting, vegetation removal or any disturbance from heavy machinery that is non-essential to the installation of erosion control marker barriers or outside of the explicit area in which erosion control marker barriers are to be installed is expressly prohibited without prior authorization from the Commission or Agent. Erosion control barrier installation should be completed by hand. If the use of equipment is required for clearing or tree removal, seek appropriate permissions from the Commission or Agent prior to any clearing.
23. Prior to any activity on the site of a project that is designated Category V and VI (see Condition 14), the Permittee, their successors and/or assigns shall nominate an individual who shall act as the Project Environmental Monitor to oversee the implementation of this Order and be responsible for monitoring all activity within the 100-foot Buffer Zone of Wetland Resource Areas to ensure compliance with this Order. The Project Environmental Monitor shall have direct oversight of construction and restoration activities and shall submit weekly written progress/monitoring reports to the Conservation Commission in accordance with required SWPPP reporting. Weekly reports shall be submitted to the Commission via electronic mail. The Project Environmental Monitor will immediately notify the Commission or its Agent of any matter that requires attention by the Commission or the Agent. This person shall be given authority by the Permittee, their successors and/or assigns to stop work in the event the scope of activities exceeds the authorization in this Order and/or if there is an adverse environmental effect.

The Project Environmental Monitor shall oversee the placement of supplemental erosion controls in an event of an emergency, and conduct regular inspection, maintenance or replacement of erosion and sedimentation control devices. The Project Environmental Monitor must be accessible to the Commission and its Agent by phone any time including evenings and weekends. This person shall be given authority by the Permittee, their successors and/or assigns to stop construction for erosion control purposes.

24. At any time before, during or after construction, and until the issuance of a Certificate of Compliance, the Commission or its Agent may require the Permittee,

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their successors and/or assigns to modify, augment, restore or maintain erosion control measures associated with the activity that is the subject of this Order.

25. Issuance of a building permit (if applicable) shall not be approved by the Conservation Commission until all Pre-Construction requirements are met.

### **DURING CONSTRUCTION:**

26. The Permittee, their successors and/or assigns, and any person involved in the activity that is the subject of this Order shall notify the Commission or its agent immediately upon discovery of any matter related to this Order that may affect any area within the jurisdiction of the Commission.
27. All equipment shall be inspected regularly for leaks. Any leaking hydraulic lines, cylinders or any other components shall be fixed immediately.
28. At least once during each week in which construction activity occurs on site and for as long thereafter as ground remains unstable, the Permittee, their successors and/or assigns shall submit a report by the previously identified Project Environmental Monitor (see Condition 23) to the Conservation Commission certifying that, to the best of their knowledge and belief based on a careful site inspection, all work is being performed in compliance with this Order of Conditions. Upon request or inspection, the Commission shall determine when the ground has been stabilized and when weekly reports may cease. In the event that there is a break in the construction schedule, the Permittee may petition the Commission to cease submittal of reports until such time that construction activities resume.
29. A copy of this Order of Conditions, Final Approved Plans of Record, and copies of the documents cited in Attachment A, shall be on the site upon commencement and during any site work for contractors to view and adhere to.
30. In case of emergencies, problems, or the need to discuss site conditions with the Conservation Commission, please contact the Commission or its agent by phone at (413) 529-1463 or by email at [conservation@easthampton.org](mailto:conservation@easthampton.org).
31. Equipment for fuel storage and refueling operations shall be located outside all areas within the jurisdiction of the Commission, including the 100-foot Buffer Zone, unless indicated otherwise on the Final Approved Plans of Record.
32. The burial of stumps and any other type of construction refuse or other waste material is strictly prohibited.
33. If the completed work differs from that in the Final Approved Plans of Record and/or conditions listed in this Order, a report must be submitted to the Commission thirty (30) days prior to completion specifying how the work differs, at which time the applicant shall first request a modification to the Order. Upon review and approval by the Commission, the applicant may request in writing a Certificate of Compliance as described above.

### **EROSION AND SEDIMENTATION CONTROLS:**

34. Appropriate erosion control devices shall be in place prior to the beginning of any phases of construction, and shall be maintained during construction. The erosion control specifications

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151-307

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- provided in the Notice of Intent and the erosion control provision in the Order will be the minimum standards for all projects. Additional or modified erosion control measures may be required by the Commission at any time before, during and/or after construction. These will be maintained until the engineer and a member or agent of the Conservation Commission agree that they are no longer needed, at which time they will be removed using mutually satisfactory removal procedures.
35. Placement of erosion controls shall be directed at the site by the Permittee, their successors and/or assigns, in order to ensure that the erosion and sedimentation controls perform as specified as part of the Notice of Intent and this Order.
  36. The Commission shall be notified of any necessary dewatering activities prior to commencement of dewatering. Dewatering activities, if necessary, shall be continuously monitored to ensure that sediment-laden water is appropriately settled prior to discharge toward the wetland resource areas. No discharge of water is allowed directly into an area subject to jurisdiction of the Wetlands Protection Act.
  37. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt fences, straw bales, erosion control blankets, stone riprap, filter berms or any other devices planned for use during construction.
  38. The Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site.
  39. The area of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and repaired, reinforced or replaced as necessary.
  40. Erosion control devices may be modified, subject to Commission approval, based upon site conditions. All such devices shall be inspected, cleaned or replaced during construction and shall remain in place until such time as stabilization of all areas that may impact resource areas is permanent.
  41. Within 14 days of completion of construction on any given portion of the project, all disturbed areas in the completed portion of the site shall be permanently stabilized with vegetative cover, using sufficient top soil to assure long-term vegetative growth. Continued maintenance of this area, in a manner which assures permanent stabilization and precludes any soil erosion, shall be the responsibility of the Permittee, their successors and/or assigns.
  42. Subsequent to seeding, disturbed areas shall be covered with an erosion control blanket or netting, or other suitable material in order to provide an adequate surface protection until seed germination. Preference should be given to erosion control netting with biodegradable stitching.
  43. If soils are to be disturbed for longer than 14 days, a temporary cover of rye or other grass should be established to prevent erosion and sedimentation. If the season is not appropriate for

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plant growth, exposed surfaces shall be stabilized by other appropriate erosions control measures, firmly anchored, to prevent soils from being washed by rain or flooding.

44. Cement trucks shall not be washed out in any wetland resource area or Buffer Zone area, or into any drainage system. Any deposit of cement or concrete products into a Buffer Zone or wetland resource area shall be immediately removed and reported to the Commission in writing within 48 hours of the incident.
45. Erosion and sedimentation control devices shall be inspected after each storm event and repaired or replaced as necessary. Any accumulated silt adjacent to the barriers shall be removed and properly disposed at an upland location.
46. All stockpiles of soils existing for more than one day shall be surrounded by a row of entrenched silt fence, and shall be covered or otherwise suitably stabilized.
47. All exposed soil finish grade surfaces shall be immediately landscaped and stabilized, or loamed, seeded and mulched with a layer of weed-free straw (mulch is not to exceed one (1) inch in thickness). Where necessary, the loam and seeding shall be held in place with jute netting. Outside of the growing season, exposed soil finish grade surfaces shall be stabilized with a layer of mulch hay until climate conditions allow for seeding. During construction, any area of exposed soils that will be left idle for more than 14 days shall be stabilized with a layer of mulch hay or other means approved by the Conservation Commission or its agent. Temporary stabilization methods may include, but not be limited to, hydro-seeding, straw mats, jute netting, sod, or other Commission-approved method.
48. Erosion control devices shall remain in place and properly functioning until all exposed soils have been stabilized with final vegetative cover and the Conservation Commission and/or its agent has authorized their removal.

### **GRADING/LANDSCAPING:**

49. Site grading and construction shall be scheduled to avoid periods of high surface water. Once begun, grading and construction shall continue in an expeditious manner to minimize the opportunity for erosion.
50. Grading shall be accomplished so that runoff shall not be directed to the property of others, except as indicated on the approved plan.
51. All disturbed areas, slopes and proposed landscape areas shall be loamed and seeded or stabilized through the use of erosion control blankets or other approved means. All disturbed areas will be graded, loamed and seeded prior to November 1 of each year, if possible. No disturbed areas or stockpiled material will be left unprotected or without erosion controls during the winter.
52. There shall be no increase in the size or current dimensions of existing lawn and landscaped areas.

**STORMWATER MANAGEMENT:**

53. A native seed mix designed for use in detention basins shall be used in any on-site stormwater detention basins. Wetland restoration seed mix shall not be used. The Permittee, their successors and/or assigns shall submit the detention basin seed mix specifications from the manufacturer to the Commission for approval prior to seeding the stormwater detention basin.
54. Erosion resulting in siltation to wetland resources through any newly installed drainage systems must be prevented by an effective means such as surrounding catch basins with protective barriers, by installing silt sacks or similar sediment retention devices, by installing an erosion control barrier immediately downstream of the storm drainage outfall, or by immediately stabilizing the site. Any siltation into wetland resource areas resulting from construction may require restoration at the Permittee's expense. The Permittee shall notify the Commission of any siltation into resource areas within 24 hours of the siltation event. The Commission will determine if restoration or other mitigation is required.
55. Upon completion of all stormwater management system components (if any), a Massachusetts registered Professional Engineer must certify in writing that the stormwater management system was constructed as presented in the Final Approved Plans of Record and that there is no post-development increase in runoff from the 10-, 25-, and 100-year storm events.

**WATER QUALITY:**

56. Water quality in the resource areas on-site and in the vicinity of the project area shall not differ significantly following the commencement and/or completion of construction from pre-construction conditions.
57. No rock salt (sodium chloride, calcium chloride) shall be used on paved surfaces within the 100-foot Buffer Zone and/or within areas that contribute drainage and runoff to the stormwater management system, and any arrangements for snow removal shall so stipulate.
58. There shall be no application of fertilizers or pesticides to the lawns or landscaped areas in the 100-foot Buffer Zone.

**POST-CONSTRUCTION:**

59. If a project which was designated as Category V or VI was determined to require the filing of a new Notice of Intent (see Condition 14), upon completion of construction and final soil stabilization of that project, the Permittee, their successors and/or assigns shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC) for that project:
  - a. A Completed Request for a Certificate of Compliance form (WPA Form 8A)
  - b. A letter from a qualified environmental professional certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.

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- c. An "As-Built" plan signed and stamped by a Registered Professional Engineer or Land Surveyor showing post-construction conditions within all areas under the jurisdiction of the Massachusetts Wetlands Protection Act. This plan shall include at a minimum:
    - i. All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the Final Approved Plans of Record in this Order of Conditions;
    - ii. Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, and culverts under this Order within any wetland resource area or buffer zone;
    - iii. Distances from any structures constructed under this Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
    - iv. A line delineating the limit of work - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under this Order;
    - v. Wetland resource replication, restoration and/or enhancement area, including areas of invasive species management included under this Order.
  - d. Post-construction photographs demonstrating compliance with this Order, including established vegetation where required.
60. Stabilized slopes shall be maintained as designed and constructed by the property owner of record, whether "bioengineered" or mechanically-stabilized slopes.
  61. Pesticides, herbicides, fungicides, and fertilizers shall not be used within the 100-foot Buffer Zone. Organic pesticides, herbicides, fungicides and fertilizers may be used subject to the review and approval of the Commission.
  62. Native Plant Species: Only native, non-invasive plant species may be planted on-site. Seed mix(es) shall also consist of 100% native, non-invasive species.
  63. Dumping Prohibited: There shall be no dumping of leaves, grass clippings, brush, or other debris into wetland resource areas or the 100-foot Buffer Zone.
  64. Additional Alteration Prohibited: There shall be no additional alterations of areas under Conservation Commission jurisdiction without the required review and permit(s).
  65. Non-Native / Invasive Plant Species Monitoring and Management: Continued monitoring and management of non-native and/or invasive plant species on-site to prevent the spread of non-native and/or invasive plant species within the project area.

# Attachment C

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**Notice of Intent  
Easthampton Conservation Commission**

**Department of Public Works  
Routine Maintenance Activities  
Bundled Notice of Intent  
June 2019**

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## **2.0 Notice of Intent**

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### **2.1 INTRODUCTION**

This Bundled Notice of Intent (BNOI) is being filed by the City of Easthampton Department of Public Works (DPW) with the Easthampton Conservation Commission (ECC) under the Massachusetts Wetlands Protection Act (MGL Ch. 131, S.40) and its Regulations (310 CMR 10.00); and the City of Easthampton Wetland Ordinance (Chapter 337) for various routine maintenance and repair activities on municipal properties, rights-of-ways, easements, roads and structures.

### **2.2 LOCATION OF WORK**

DPW requests that work in the following jurisdictional areas be permitted for this BNOI: Buffer Zones to Bordering Vegetated Wetland, water bodies and Banks; Riverfront Area; and Land Subject to Flooding (if not a certified vernal pool) and streams and channels when not flowing.

Routine maintenance and repair work is also proposed to occur in accordance with the Massachusetts Endangered Species Act (MESA) regulations administered by Natural Heritage and Endangered Species (NHESP) for any work within Priority or Estimated Habitat areas as shown on Mass GIS. Areas currently identified as Estimated Habitat Areas are shown on mapping included herewith. No Work will occur in any Estimated Habitat Area without prior approval unless under an emergency condition. Emergency approval must also be granted by NHESP.

All work proposed under this BNOI will take place within the City of Easthampton rights of way or in utility easements, in areas previously disturbed or degraded, or directly associated with the infrastructure needing maintenance. If in doubt as to whether an area qualifies or not, DPW will contact ECC for confirmation. For any work on adjacent private property, DPW will gain rights to private access via a signed Right of Entry form from the property owner.

### **2.3 STAFF RESPONSIBLE FOR WORK OVERSIGHT**

The following staff has the authority for supervision of all work that will be conducted under this GNOI: City Engineer and the DPW Director. The City Engineer can be reached at 529-1423. The DPW Director can be reached at 529-1410.

The DPW Director will be responsible for all activities under this BNOI. Coordination and other related mobilization activities will be handled by the City Engineer, who will designate and direct DPW Divisions in the design, operation and implementation of any repairs or maintenance projects covered under this filing.

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## **2.4 PROPOSED WORK**

The work proposed in this BNOI is for ongoing, routine maintenance and repair activities on municipal properties, rights-of-ways, easements, roads, and structures. Work has been divided into five categories:

- Category I – Activities exempt under the Massachusetts Wetlands Protection Act (MWPA);
- Category II – Activities exempt per the Massachusetts Wetlands Protection Act regulations
- Category III - Activities that occur in the Buffer Zone, but not within resource areas;
- Category IV – Activities that occur both in the Buffer Zone and certain resource areas;
- Category V – Activities that occur in both Buffer Zone and certain resource areas; and require prior notification and approval from ECC or their staff before any work can commence excepting emergencies, and
- Category VI – Activities not proposed under this BNOI.

### **2.4.1 CATEGORY I: ACTIVITIES EXEMPT UNDER THE MWPA**

Per 310 CMR 10.02 (2)(a)(1), activities conducted to maintain, repair or replace, but not substantially change or enlarge an existing and lawfully located structure or facility used in the service of the public and used to provide electric, gas, water, sewer, telephone, telegraph and other communication services, provided said work utilizes the best practical measures to avoid or minimize impacts to wetland resource areas outside the footprint of said structure or facility are exempt from MWPA regulations.

### **2.4.2 CATEGORY II: ACTIVITIES EXEMPT PER MWPA REGULATIONS**

1. Per 10.02(2)(b) and 310 CMR 10.58(6)(h), these buffer zone and riverfront activities are exempt from the MWPA regulations:

- Construction, expansion, repair, restoration, alteration, replacement, operation, and maintenance of public or private local or regional wastewater treatment plants and their related structures, conveyance systems, and facilities, including utility lines;
- Unpaved pedestrian walkways less than 30 inches wide for private use and less than three feet wide for public access on conservation property;
- Fencing, provided it will not constitute a barrier to wildlife movement; stonewalls; stacks of cordwood;
- Vista pruning, provided the activity is located more than 50 feet from the mean annual high water line within a Riverfront Area or from Bordering Vegetated Wetland, whichever is farther
- Plantings of native species of trees, shrubs or groundcover, but excluding turf lawns;
- The conversion of impervious to vegetated surfaces, provided erosion and sedimentation controls are implemented during construction;

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- Installation of underground utilities (e.g., electric, gas, water) within existing paved or unpaved roadways and private roadways/driveways provided that all work is conducted within the roadway or driveway and that all trenches are closed at the completion of each workday;
  - Installation of access road gates at public or private road entrances to existing utility right-of-way access roads, provided that all vehicles and machinery are located within the roadway surface during work;
  - Installation, repair, replacement or removal of signs, signals, sign and signal posts and associated supports, braces, anchors, and foundations along existing paved roadways and their shoulders, provided that the work is conducted as far from a resource area, any excess soil is removed from the project location, and any disturbed soils are stabilized as appropriate;
  - Pavement repair, resurfacing and reclamation of existing roadways within the right-of-way configuration provided that the roadway and shoulders are not widened, no staging or stockpiling of materials, all disturbed road shoulders are stabilized within 72 hours of completion of the resurfacing or reclamation, and no work on the drainage system is performed, other than adjustments and/or repairs to respective structures (e.g., curbing) within the roadway and;
  - Vegetation cutting for road safety maintenance, limited to the following:
    - Removal of diseased or damaged trees or branches that pose an immediate and substantial threat to driver safety from falling into the roadway;
    - Removal of shrubbery or branches to maintain clear guardrails; such removal shall extend no further than six feet from the rear of the guardrail;
    - Removal of shrubbery or branches to maintain sight distances at existing intersections; such removal shall be no farther than five feet beyond the “sight triangles” established according to the practices set forth in American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, 2011, 6<sup>th</sup> edition, and such removal is a minimum of ten feet from a resource area, other than Riverfront Area;
    - Removal of shrubbery, branches, or other vegetation required to maintain the visibility of road signs and signals; and
    - Cuttings of shrubs and branches from mature trees will be performed with suitable horticultural equipment and methods that do not further damage the trees. To prevent the possible export of invasive plants, cut vegetation will be chipped and evenly spread on site, and raked to a depth not to exceed three inches, clear of all drainage ways. Alternatively, all cuttings and slash shall be removed from the site and properly disposed.

2. Per 310 CMR 10.58 (6)(a) these Riverfront activities are exempt from the Riverfront regulations

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- Any excavation, structure, road, clearing, driveway, landscaping, utility line, rail line, airport owned by a political subdivision, marine cargo terminal owned by a political subdivision, bridge over two miles long, septic system, or parking lot within the riverfront area in existences on August 7, 1996. Maintenance of such structures or areas is allowed (including any activity which maintains a structure, roads (limited to repairs, resurfacing, repaving, but not enlargement), clearing, landscaping, etc in its existing condition) without the filing of a Notice of Intent for work within the riverfront area, but not when such work is within other resource areas or their buffer zones except as provided in 310 CMR 10.58 (6)(b). Changes in existing conditions which will remove, fill, dredge or alter the riverfront area are subject to 310 CMR 10.58, except that the replacement within the same footprint of structures destroyed by fire or other casualty is not subject to 310 CMR 10.58;

#### **2.4.3 CATEGORY III: ACTIVITIES THAT OCCUR IN THE BUFFER ZONE, BUT NOT WITHIN RESOURCE AREAS**

These activities would occur in Buffer Zone Areas and would not require prior notification:

- Parking lot, sidewalks and driveway resurfacing, but not expansion into the Buffer Zone.
- Cleaning catch basins, with proper disposal of sediment and pollutants. No material removed shall be deposited adjacent to or within a wetland and/or waterway. Work will consist of removal of sediment from sumps. The type of equipment typically used to conduct this work is a clam shell and/or jet-vac. All work is conducted from the roadside, with no vehicles in a wetland or resource area.
- Flushing/cleaning, repair and replace storm drains pipe lines and structures, with proper disposal of sediment and pollutants. All work is typically conducted within the structure, with no impact on a wetland or resource area. If pumping of the structure is required to facilitate repair, then pumped water will be discharged to an upland area (not into a wetland or waterway) and/or into a straw bale or dewatering bag enclosure to prevent sediments from discharging into a water body.
- Vegetative embankment stabilization (seeding, hydro-seeding, mulching) if related to a maintenance project.
- Maintenance of roadside plantings.
- Stonewall, and guardrail repair and replacement.
- Lawn, athletic field, and recreation structures maintenance.
- Vegetation management within the existing right-of-way, and to maintain present public recreational lawns and fields.
- Infrastructure repair/replacement, including guardrails, curbing sidewalks, signage, lighting, signals, painting/stripping, median strip repairs, horticultural maintenance.

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#### 2.4.4 CATEGORY IV: ACTIVITIES THAT OCCUR IN BUFFER ZONE AND CERTAIN RESOURCE AREAS

These activities may occur in the Buffer Zone and Riverfront Area, Bank, Land Under Water, Bordering Land Subject to Flooding (100-year floodplain), and Isolated Land Subject to Flooding, only if not a certified vernal pool. These activities will not take place in Bordering Vegetated Wetlands or flowing or standing water and will not require prior notification. They will not permanently alter wetlands in any way.

- Maintenance of gravel roads, placement of additional gravel/fill on road surfaces within pot holes and level grading to maintain existing roadway elevations. If working in Bordering Land Subject to Flooding, work shall occur after the threat of flooding has passed.
- Drainage ditch or channel, **sediment basin**, or water quality swale cleaning and repair of stone structures. This work will consist of removal of sediment and vegetation debris from existing swales, **basins**, or channels through the use of mechanical equipment and reshaping existing swales to allow for adequate flow. All material removed will be properly disposed of and no material will be deposited into or adjacent to a wetland and/or waterway. All swales shall be shaped and graded to prevent sedimentation of a wetland resource area. If, after cleaning of a swale, loose soil is present, straw bale check dams and/or silt fence shall be installed prior to the discharge of stormwater into the wetland or waterway. **Work shall be done only under dry conditions.**
- Sediment removal from culverts during no flow conditions with proper disposal of sediment.
- Flushing/cleaning, repair and replacement of storm drain pipe lines and structures within above named resource areas only.
- Repair/maintenance of rock aprons/splash pads/plunge pools.
- Repair/maintenance of rip-rap channels.
- Cleaning and maintaining bridge decks and bridge abutments (including mortaring and pointing), as long as there is no work within the water column of the waterway or removal of vegetation from the adjacent Bank or Riverfront Area.
- Water bar installation and repair within existing road footprint.
- Maintenance of stormwater management systems such as: detention basins, wet retention ponds, water quality inlets, sand filters, dry wells, infiltration basins and fore bays; as long as maintenance is in keeping with 310 CMR 10.02 (3)(b).
- Planting of vegetative filter strips (using native species only) to stabilize embankments.
- Vegetation management within the existing right-of-way, and to maintain present public recreational lawns and fields.
- Infrastructure repair/replacement, including guardrails, curbing sidewalks, signage, lighting, signals, painting/stripping, median strip repairs, horticultural maintenance.
- Snow storage and disposal shall be done in accordance with the guidelines established by the Department of Environmental Protection (DEP). The existing sites identified for snow storage include: Highway Department yard, Millside parking lot, old Parsons

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Street School Lot, and on rare occasion during periods with extreme snowfall(s) DPW will plow an area within the field at the wastewater treatment plan site for snow storage. Debris will be cleared from the site at the end of the snow season and will be cleared from the site prior to using the site for snow storage. DPW will notify the ECC of any needed changes for snow storage in the future.

#### **2.4.5 CATEGORY V: ACTIVITIES THAT OCCUR IN BOTH BUFFER ZONE AND CERTAIN RESOURCE AREAS, AND REQUIRES PRIOR NOTIFICATION AND/OR APPROVAL FROM ECC OR THEIR STAFF BEFORE ANY WORK CAN COMMENCE**

ECC will be notified first and a meeting will be set up to go over plans prior to commencement of any activity. In an emergency situation, where immediate action is necessary, the Commission will be notified within 24 hours of the work completion, and a permanent measure will be proposed, if necessary. The Commission will have the opportunity to review and approve the work, approve the work with modifications or determine that an additional filing is necessary.

These activities may occur in the Buffer Zone and Riverfront Area, Bank, Land Under Water, Bordering Land Subject to Flooding (100-year floodplain), and Isolated Land Subject to Flooding, only if not a certified vernal pool. These activities will not take place in Bordering Vegetated Wetlands or flowing or standing water and will not require prior notification. They will not permanently alter wetlands in any way.

- Except in emergency situation all work under this permit shall be done only during dry conditions. Work shall include maintenance and repair of structural conveyances and appurtenant structures such as headwalls, wing walls, splash pads, including removal of recent culvert/bridge blockages (sediment and/or debris). If work must be conducted on a structure located above a waterway or wetland, care will be taken to prevent material from entering the resource area.

#### **2.4.6 CATEGORY VI – ACTIVITIES LIKELY TO HAVE DIRECT IMPACTS TO RESOURCE AREAS AND WILL REQUIRE PREPARATION OF AN INDIVIDUAL RDA OR NOI**

Except for MWPA exempt activities (see Section 2.4.1); the following will require preparation of a RDA, NOI or written approval from the ECC:

- Work in Bordering Vegetated Wetlands, certified vernal pools, including grading, filling, excavating, impounding, ditching or draining, or diversion and/or discharge of untreated storm water directly into these resource areas; and
- Any work that requires bypass pumping

### **2.5 INFORMATION PERTAINING TO THE USE OF HERBICIDES**

Per 310 CMR 10.03(6)(a-c), the use of herbicides will follow the MWPA regulations as shown below:

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- Any application of herbicides within any area subject to protection under the MWPA or the buffer zone associated with a structure or facility which is existing and lawfully located; used in the service of the public; and used to provide electric, gas, water, sewer, telephone, telegraph, and other telecommunication services shall be presumed to constitute work performed in the course of maintaining such structure or facility, and shall be accorded the exemption of such work under the MWPA, only if the application of herbicides to that structure or facility is performed in accordance with such plans as are required by the Department of Food and Agriculture pursuant to 333 CMR 11.00 Rights of Way Management, effective July 10, 1987
  - Any application of herbicides within the buffer zone, other than as provided in 310 CMR 10.03(6)(a), shall be presumed not to alter an area subject to protection under the MWPA, only if the work is performed in accordance with such plans as are required by the Department of Food and Agriculture pursuant to 333 CMR 11.00 Rights of Way Management, effective July 10, 1987. This presumption shall apply only if the person proposing such activity has requested and obtained a determination of the boundaries of the Buffer Zone and Areas Subject to Protection under MWPA in accordance with 310 CMR 10.05(3)(a) 1. And 2; and has submitted that determination as part of the Vegetation Management Plan.
  - Any application of herbicides for management of rights of way within a riverfront area not subject to 310 CMR 10.03(6)(a) or (b), provided the area is outside any other resource area and qualifies under the provisions of 310 CMR 10.58(6)(a), shall be accorded an exemption of such work under MWPA, provided that the application of herbicides is performed in accordance with such plans as are required by the Department of Food and Agriculture pursuant to 333 CMR 11.00: Rights of Way Management

## **2.6 MOSQUITO CONTROL**

The practice of mosquito control is currently not undertaken by the City of Easthampton. Any chemicals/treatments that were proposed for use would require approval by the City's Board of Health. Typical treatment areas generally includes wetland conservation areas and wetland/swamp areas within the City that are more than 500' from residences.

In other municipalities and Mosquito Control Districts BTI (*Bacillus thuringiensis israelensis*), a bacteria to treat mosquito larvae is frequently used and applied to municipal wetlands and within catch basins often on an annual basis. Treatment is weather dependent, but usually happens in early spring. Mosquito control in any public areas must be approved by the Board of Health. Any approved applications shall be conducted by licensed pesticide applicators only, in accordance with safe handling and application guidelines.

## **2.7 BEAVER MAINTENANCE**

DPW is responsible for maintenance of beaver deception device located near a culvert on South Street. A firm has been retained to maintain the deceiver device to protect the city's culvert

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beneath South Street. Work is related to clearing accumulated wood and branches and removal of accumulated earth material from this or future locations.

## **2.8 NOTIFICATION AND SEQUENCE OF WORK PROTOCOL**

1. Notification of the Conservation Commission, applicable to Categories V and VI as noted above only

DPW shall notify the Conservation Commission chair 48 hours prior to commencement of any maintenance project that will occur within a resource area except for paved Riverfront Area or gravel roads within Bordering Land Subject to Flooding. DPW will provide ECC with a brief project description and location of work area.

2. Evaluation of Sensitive Areas

Before DPW begins any work that will occur within a resource area except for paved Riverfront Area and/or gravel roads within Bordering Land Subject to Flooding and work listed under Category V, DPW will evaluate whether the area is located within mapped habitat, a certified vernal pool and/or Outstanding Resource Water. ECC will be notified first and if necessary a meeting will be scheduled to go over proposed work prior to the start of the maintenance activity. The Commission will have the opportunity to review and approve the work, approve the work with modifications, or determine that an additional filing is necessary.

3. On – Site Meeting

The DPW Director or his/her representative shall meet with the Conservation Commission at the location of the proposed work for an on-site meeting 48 hours prior to the start of work. The entire Commission need not be present. The Director or representative will present a verbal summary of proposed work, demonstrate that a copy of the BOOC is present at the site and that all individuals participating in the work have reviewed the BOOC. If the project is of a minor nature the Commission may determine that a site meeting is not necessary.

4. Wetland and Other Resource Area Identification and Delineation

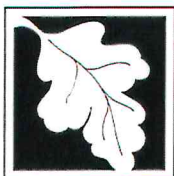
The DPW will perform an initial evaluation to identify locations of resource areas protected under the MWPA and its regulations, as well as the local wetlands ordinance. This identification of resource area boundaries shall include those areas within the project limits of work, and those areas where work is within 50 feet of a resource area. DPW realizes that the Conservation Commission may require that the delineation be completed prior to proceeding with certain maintenance activities in which case DPW will place wetland flagging tape, flags and any other methods necessary to locate these areas in the field. To the extent possible, these markers shall remain in place during construction.

5. Erosion and Sedimentation Controls

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Appropriate soil erosion, sediment and turbidity controls must be used and maintained in effective operating condition during maintenance activities, and exposed soil and other fills must be permanently stabilized at the earliest practicable date. Appropriate soil erosion and sediment controls are management measures, practices and devices, such as phased construction, installation of sediment control barriers (i.e., silt fence, vegetated filter strips, geotextile silt fences, filter tubes, erosion control mixes, straw bales or other devices) downhill of exposed areas, retention of existing vegetated buffers, application of temporary mulching during construction, and permanent seeding and stabilization, etc. Erosion, sediment and turbidity controls shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. Erosion and sedimentation controls should be selected, designed, installed and maintained by reference to "Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas: A Guide for Planners, Designers, and Municipal Officials" (MADEP May 20003). Temporary soil erosion, sediment and turbidity controls shall be removed promptly upon completion of work, but not until disturbed areas are permanently stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. Controls may be left in place if they are biodegradable, appropriate, and flows, animal passage, etc. are not disrupted. Biodegradable controls left in place, such as rolled erosion control products (e.g., mulch control netting, erosion control blankets, turf mats, mulch socks, fiber rolls, wattles, etc.), must be composed of 100% biodegradable material.

ATTEST: *Mary Olberding* HAMPSHIRE REGISTER  
MARY OLBERDING



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

DEP File Number:

**WPA Form 7 – Extension Permit for Orders of Conditions**

151-0307

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

Provided by DEP

**A. General Information**



2024 00011524

Bk: 15196Pg: 192 Page: 1 of 4

Recorded: 07/31/2024 09:21 AM

**Important:**

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Applicant:

City of Easthampton

Name

50 Payson Avenue

Mailing Address

Easthampton

City/Town

MA

State

01027

Zip Code

2. Property Owner (if different):

Name

Mailing Address

City/Town

State

Zip Code

**B. Authorization**

The Order of Conditions (or Extension Permit) issued to the applicant or property owner listed above on:

3/1/2021

Date

Issued by:

Easthampton

Conservation Commission

for work at:

Various

Street Address

Various

Assessor's Map/Plat Number

Various

Parcel/Lot Number

recorded at the Registry of Deeds for:

Hampshire

County

15075

Book

276

Page

Certificate (if registered land)

is hereby extended until:

2/27/2027

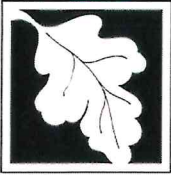
Date

N/A

Date the Order was last extended (if applicable)

This date can be no more than 3 years from the expiration date of the Order of Conditions or the latest extension. Only unexpired Orders of Conditions or Extension may be extended.

This Extension Permit must be signed by a majority of the Conservation Commission and a copy sent to the applicant and the appropriate DEP Regional Office (<https://www.mass.gov/service-details/massdep-regional-offices-by-community>).



**WPA Form 7 – Extension Permit for Orders of Conditions**

151-0307

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

Provided by DEP

**B. Authorization (cont.)**

2/27/2024 See attached e-signature authorization.

Issue Date (mm/dd/yyyy)

Signatures:

Julie Busa

Signature

Jay Ryan

Signature

Deborah August

Signature

Hal Weeks

Signature

Sarah Carr

Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Julie Busa

Printed Name

Jay Ryan

Printed Name

Deborah August

Printed Name

Hal Weeks

Printed Name

Sarah Carr

Printed Name

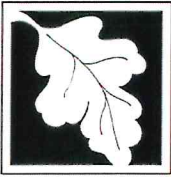
\_\_\_\_\_  
Printed Name

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

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

Cassie Trogest, Conservation Agent

(On behalf of the Conservation Commission)



**WPA Form 7 – Extension Permit for Orders of Conditions**

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

**C. Recording Confirmation**

The applicant shall record this document in accordance with General Condition 8 of the Order of Conditions (see below), complete the form attached to this Extension Permit, have it stamped by the Registry of Deeds, and return it to the Conservation Commission.

Note: General Condition 8 of the Order of Conditions requires the applicant, prior to commencement of work, to record the final Order (or in this case, the Extension Permit for the Order of Conditions) in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, it shall be noted in the Registry's Granter Index under the name of the owner of the land upon which the proposed work is to be done. In the case of registered land, it shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done.

Detach this page and submit it to the Conservation Commission prior to the expiration of the Order of Conditions subject to this Extension Permit.

To:

Easthampton  
Conservation Commission

Please be advised that the Extension Permit to the Order of Conditions for the project at:

Various 151-0307  
Project Location DEP File Number

has been recorded at the Registry of Deeds of:

Hampshire  
County

for:

City of Easthampton  
Property Owner

and has been noted in the chain of title of the affected property in accordance with General Condition 8 of the original Order of Conditions on:

\_\_\_\_\_  
Date Book Page

If recorded land the instrument number which identifies this transaction is:

\_\_\_\_\_  
Instrument Number

If registered land, the document number which identifies this transaction is:

\_\_\_\_\_  
Document Number

\_\_\_\_\_  
Signature of Applicant



**CERTIFICATE OF VOTE**

On January 8<sup>th</sup>, 2024, the Easthampton Conservation Commission met in open session both in-person and through publicly accessible video conference software, pursuant to the Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, section 20 issued by Governor Charles D. Baker on March 12, 2020, and extended by H58 Chapter 2 of the Acts of 2023, Suspending Certain Provisions of the Open Meeting Law. At this duly held meeting, the following vote was taken:

Motion by Commissioner Carr: The Easthampton Conservation Commission hereby recognizes and accepts the provisions of M.G.L. c.111G regarding electronic signatures and that its members will henceforth execute documents either with electronic signatures or with wet ink signatures and that both will carry the same legal weight and effect. Additionally, to authorize the Conservation Agent to electronically sign Easthampton Conservation Commission Documents on behalf of individual Conservation Commission members in accordance with M.G.L. c. 110G. The term Easthampton Conservation Commission Documents as used in the preceding sentence means only those documents that the Commission voted to issue and sign at a public meeting.

Motion was seconded by Commissioner Buttrick.

Roll Call Vote:

Chair, Commissioner Julie Busa – AYE;

Vice Chair, Commissioner Jay Ryan – AYE;

Commissioner Dan Buttrick – AYE;

Commissioner Deborah August – AYE;

Commissioner Hal Weeks – AYE;

Commissioner Sarah Carr – AYE.

By affirmative vote of a majority of the members of the Commission, the motion passed.

The above is a true and accurate account of the proceedings of the Easthampton Conservation Commission.

ATTEST:  
A TRUE COPY:



Barbara LaBombard, Easthampton City Clerk

*Jan. 23, 2024*

Date