

TOWN OF UPTON, MASSACHUSETTS

CONTRACT DOCUMENTS FOR

GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH) BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE

PROJECT FILE NO. ENG22-1175

May 27, 2026



Town of Upton
Department of Works
100 Pleasant Street
Upton, Massachusetts 01568

Dennis Westgate, Director of Public Works



Scott R. Bruso
2026.05.26 22:20:34-04'00'

PREPARED BY:

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SECTION 00100

ADVERTISEMENT FOR BIDS

Town of Upton, Massachusetts

Sealed bids for construction of **GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH) BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE** for the Town of Upton, Massachusetts, will be received at the **Upton Town Hall** located at **1 Main Street, Upton, Massachusetts** until **10:00 a.m.** prevailing time, on **Tuesday, June 23, 2026** at which time and place said bids will be publicly opened and read aloud.

The scope of work includes the following:

Bridge No. U-01-004 (CRJ) carries Grove Street over Center Brook. The bridge is located approximately 300' south from Main Street (Route 140). The existing reinforced concrete slab superstructure and mortared stone masonry substructure will be demolished and removed. The new bridge will consist of cast-in-place concrete footings and pedestal walls to support a precast concrete rigid frame, precast headwalls supporting S3-TL4 railings, cast-in-place approach slabs, concrete U-wingwalls and precast concrete guardrail transitions at all four corners of the bridge. Temporary water diversion and control will be required. Approach roadway work includes full depth roadway reconstruction, mill and overlay, guardrail, HMA driveways and sidewalks. An existing 48" RCP culvert located northwest of the bridge will be relocated with a new concrete headwall. Utility work will include a new water main, gas main relocation, and telecommunications duct bank temporary support. A new Pedestrian Bridge No. U-01-004 (CRJ) and abutments are proposed to the east of the existing bridge.

MassDOT prequalification of contractors with the class of work as, BRIDGE CONSTRUCTION, for the project with an estimated value of \$1,657,678.00 will be required.

Bid security for all general bidders in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, is required in the amount of 5 percent of the total bid, in accordance with the conditions in Section 00200 INSTRUCTIONS TO BIDDERS.

The Instructions to Bidders, Form of General Bid, Agreement, Plans, Specifications, Performance and Payment Bond, and other Contract Documents may be examined at the following:

Accent Printing, Inc., 99 Chelmsford Road, North Billerica, Massachusetts

Contract Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained for a fee by completing an order online or by calling 978-362-8038 for each set. Completed orders may be picked up at the office of Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable. For addition to the project plan holder's list to guarantee receipt of addenda, it is

recommended interested bidders obtain the Contract Documents directly from Accent. Interested bidders will be prompted to register an email address with Accent to access the documents.

The selected contractor shall furnish a performance bond and a payment bond in amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

There will be no Prebid meeting.

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

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

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

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

TOWN OF UPTON, MASSACHUSETTS

BY ITS

KRISTEN RUBIN, Town Manager

Weston & Sampson Engineers, Inc.
Foxborough, Massachusetts

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Preparation of Bid
4. Modification of Bids
5. Obligation of Bidder
6. Information not Guaranteed
7. Bid Security
8. Time for Completion
9. Addenda and Interpretations
10. Bid Opening Procedure
11. Comparison of Bids
12. Statutes Regulating Competitive Bidding
13. Right to Reject Bid
14. Ability and Experience of Bidder
15. Conditions of Work
16. Security for Faithful Performance
17. Power of Attorney
18. Laws and Regulations
19. Liquidated Damages for Failure to Enter into Contract
20. Indeterminate Items and Estimated Quantities
21. CONTRACTOR Records
22. Bidder Certification – OSHA Training
23. Prevailing Wage Rates
24. Guarantee
25. Safety and Health Regulations
26. Price Adjustments

1. Receipt and Opening of Bids

The Town of Upton herein called the OWNER, acting by and through its Department of Public Works will receive sealed Bids for the construction of **GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH) BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE.**

Such bids addressed to the Upton Department of Public Works and endorsed "**Bid: GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH) BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE**" will be received at the Upton Town Hall at 1 Main Street, Upton, Massachusetts. 01568 until 10:00 AM, prevailing time, on Tuesday, June 23, 2026, at which time and place said bids will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM OF GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of 29 drawings titled "Grove Street Bridge over Center Brook Bridge No. U-01-004 (CRH) Bridge Replacement and Bridge No. U-01-004 (CRJ) Pedestrian Bridge".

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

MassDOT prequalification of contractors with the class of work as, BRIDGE CONSTRUCTION, for the project with an estimated total value of \$1,657,678.00 will be required.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Modification of Bids

Any bidder may modify its bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the OWNER prior to the closing time, and, provided further, for any telegraphic communication that modifies a bid the OWNER is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile transmission.

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

6. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds 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.

7. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

8. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson Engineers, Inc., 55 Walkers Brook Drive, Reading, Massachusetts 1867 Attention: CSD, or sent via email to Selfridge.Genny@wseinc.com and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, may be viewed and downloaded as a Portable Document File (PDF) at www.accentblueprints.com. A notification of addenda will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted, and each bidder must confirm for itself that it has received all addenda. All addenda so issued shall become part of the Contract Documents.

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids except for the DCAMM Update Statements if contained therein, which are not public records.

11. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

12. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended, need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

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 and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The

bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

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

Attention is directed to Section 00830 STATE REGULATIONS and to other applicable sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00830, STATE REGULATIONS.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Prevailing Wage Rates

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

The Contractor is responsible for requesting up to date wage rates from the Owner prior to the one-year anniversary of the notice to proceed of this contract. The Owner shall obtain updated wage rates from the Director and provide them to the Contractor upon said request.

24. Guarantee

The Contractor shall guarantee 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 seven (7) 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, and charge the costs, including compensation for additional professional services, to the Contractor.

25. Safety and Health Regulations

This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety 'Rules and Regulations for the Prevention of Accidents in Construction Operations' (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

26. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with Chapter 30, Section 38A of the Massachusetts General Laws.

END OF SECTION

SECTION 00320

SUBSURFACE DATA

PART I - GENERAL

1.01 SCOPE:

- A. A subsurface exploration program consisting of soil borings, test pits, geotechnical laboratory testing, and monitoring well installation has been performed, with reasonable care. The following geotechnical report is appended hereto and is for informational purposes as described below:

**“Geotechnical Engineering Report, Replacement of State Bridge No. U-01-004
Grove Street over Center Brook, Upton, Massachusetts” dated January 3, 2025.**

- B. The attached subsurface data is provided for informational purposes only. The Contractor shall not rely on the interpretations, opinions, conclusions, or recommendations included in the report, only the factual data relative to the specific times, locations, and depths/elevations. Specific project requirements are referenced only in the drawings and specifications.
- C. If Contractors deem the subsurface information insufficient, they may, after obtaining Owner’s permission, carry out additional subsurface explorations, at no expense to the Owner.
- D. Subsurface information provided in the Contract Documents is limited by the methods used for obtaining and expressing such data and is subject to various interpretations. The terms used to describe soils, rock, groundwater, and such other conditions are subject to local usage and individual interpretation.
- E. Borings and test pits have been completed substantially at the locations indicated on the drawings and advanced to the depths shown on the logs. Soil information presented in the boring logs, as to classification, gradation, properties, density and consistency, is based on visual observation of recovered samples. Reported groundwater levels are those measured in the field at the particular location and at the time measurements were made, and do not necessarily represent permanent or seasonal groundwater elevations. Groundwater elevations may be affected by temperature, rainfall, tidal fluctuation, and other factors that may not have been present at the time the measurements were made. The Contractors should be aware that groundwater level fluctuations may affect methods of construction.
- F. Subsurface exploration, soil and rock data are for the general information of the Contractors. The Contractors are obligated to examine the site, review boring and test pit logs, all available information and records of explorations, investigations and other pertinent data for the site, and then based upon their own interpretations and investigations decide the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, the

groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work. The subsurface data is accurate only at the particular locations and times the subsurface explorations were made. No other warranty either expressed or implied by the Owner, Engineer or their agents is made as to the accuracy of the subsurface information and data shown on the drawings or presented in the Contract Documents.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION



westonandsampson.com

55 Walkers Brook Drive, Suite 100
Reading, MA 01867
tel: 978.532.1900

REPORT

January 3, 2025

TOWN OF
UPTON
MASSACHUSETTS

Geotechnical Engineering Report

Replacement of State Bridge No. U-01-004
Grove Street over Center Brook
Upton, MA

WSE Project No. ENG22-1175

WSE Project No. ENG22-1175

January 3, 2025
(Supersedes November 21, 2024)

Town of Upton
c/o Mr. Scott Bruso, PE
Weston & Sampson
100 Foxboro Boulevard, Suite 350
Foxboro, Massachusetts, 02035

**Re: Bridge No. U-01-004 Replacement
Grove Street over Center Brook
Upton, Massachusetts**

Weston & Sampson is pleased to submit our Geotechnical Engineering Report for the referenced project. This report presents a description of our services, a summary of field explorations, descriptions of site and subsurface conditions, and geotechnical recommendations for design and construction of the proposed bridge replacement. The report was revised to incorporate comments received from the Massachusetts Department of Transportation (MassDOT).

Our services were completed in general accordance with the *MassDOT LRFD Bridge Manual*. Our recommendations were developed in general accordance with the *AASHTO LRFD Bridge Design Specifications*.

We appreciate the opportunity to be of service to you. If you have questions concerning this report or require additional information, please contact us at 978-532-1900.

Very truly yours,
WESTON & SAMPSON ENGINEERS, INC.



Stephen Spink, PE
Geotechnical Engineering Team Leader



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FIGURES

Figure 1	Locus Map
Figure 2	Site Plan
Figure 3	Estimated Settlement

APPENDICES

Appendix A	Preliminary Design Drawings
Appendix B	Boring Logs
Appendix C	Geotechnical Laboratory Test Results
Appendix D	Geotechnical Design Calculations - Not Included
Appendix E	"Important Information about this Geotechnical Engineering Report" by GBA, Inc.

1.0 EXECUTIVE SUMMARY

This report summarizes our geotechnical evaluation for the proposed replacement of MassDOT Bridge No. U-01-004 carrying Grove Street over Center Brook in Upton, Massachusetts. The existing bridge was constructed in 1950 and consists of a single span, concrete cast-in-place slab bridge deck with stone masonry abutments and wing walls. The current bridge is planned to be replaced in its entirety along with construction of an independent pedestrian bridge to the east (i.e., upstream) side of the existing vehicular bridge.

The new vehicular bridge is currently planned to consist of a three-sided rigid frame superstructure with abutments supported using shallow foundations. The proposed horizontal clearance between the new abutments will approximately match the existing clearance and the proposed structure low chord elevation will be equal to or greater than the minimum low chord elevation of the existing bridge. The proposed pedestrian bridge is expected to be a prefabricated structure supported on shallow foundations.

Weston & Sampson completed a subsurface exploration program to review subsurface conditions at the project site. The subsurface conditions generally consisted of fill overlying native soils consisting of sand, silt and gravel.

Based on the observed subsurface conditions, the proposed new superstructures may be supported on new abutments using conventional shallow foundations, as described herein. Recommended design geotechnical parameters, bearing resistance, estimated settlement, and construction considerations are provided herein.

.....

2.0 INTRODUCTION

This report presents Weston & Sampson's geotechnical engineering evaluation for the proposed replacement of the Grove Street bridge over Center Brook (Bridge No. U-01-004) in Upton, Massachusetts. This report includes the results of subsurface explorations and provides geotechnical engineering design recommendations and construction considerations for the proposed bridge substructure. The bridge location relative to surrounding physical features is shown in *Figure 1 – Locus Map*.

This report had been prepared in general accordance with the 2013 Massachusetts Department of Transportation (MassDOT) Load and Resistance Factor Design (LRFD) Bridge Design Manual and January 2020 updates, and the American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, Ninth Edition, 2020.

Our understanding of the existing and proposed conditions is based on the following:

- Massachusetts Department of Transportation Structures Inspection Field Report, Initial Routine Inspection, Bridge No. U-01-004, dated September 22, 2021;
- Massachusetts Department of Transportation Structures Inspection Field Report, Other Inspection, Bridge No. U-01-004, dated November 4, 2021; and,
- Preliminary design plans developed by Weston & Sampson dated May 2023.

Project details including, but not limited to, the proposed structure type, configuration, grading, related site improvements, and proposed construction approach are currently in-progress at the time of this report. Conclusions and recommendations presented herein are based on our understanding of the proposed project, subsurface conditions encountered at discrete exploration locations, the provisions of the Limitations section of this report, and the document titled "Important Information about this Geotechnical Engineering Report" by Geoprofessional Business Association (GBA), Inc., enclosed as *Appendix E*. We should be contacted to review and modify our recommendations as necessary as the design is finalized.

2.1 Survey and Datum

Existing site topography and dimensions discussed in this report are based on the site survey prepared by Chappell Engineering, LLC., dated February 17, 2023. Elevations are in feet and reference the North American Vertical Datum of 1988 (NAVD88).

2.2 Site Description and Existing Conditions

The existing bridge U-01-004 was constructed in 1950 and carries Grove Street in a generally north-south direction over Center Brook in Upton. The structure consists of a single span, concrete cast-in-place slab bridge deck with stone masonry abutments and wing walls. Center Brook flows from east to west below the bridge. Existing roadway grades at the bridge crossing are relatively flat and range from about El. 287 to 288.

The bridge has an overall width of approximately 27'-2" and overall span length of approximately 17'-10". The bridge carries two lanes of vehicular traffic each measuring 12'-0" wide. There are no existing sidewalks or defined shoulders. The clear span distance between the abutments is 13'-8". Concrete curbing and metal guardrails are located along the eastern and western sides of the bridge.

Utilities within the limits of the existing bridge include overheard electric and buried gas, water and stormwater utilities. A 19" diameter corrugated metal pipe (CMP) culvert discharges into the brook approximately 4' upstream of the southeastern corner of the bridge. A 48" diameter reinforced concrete pipe (RCP) enters the brook approximately 9' downstream from the northwestern corner of the bridge. No additional known utilities or conduits are present on the bridge.

Based on the 2021 MassDOT inspection report, observed bridge defects included concrete scaling and spalling, cracking of the concrete bridge deck and a small void between the top of bridge deck and west concrete curb. Additional defects included embankment erosion at the northwest and southeast corners of the bridge.

2.3 Proposed Replacement

Based on the current condition of the existing structure, the bridge is planned to be replaced in its entirety. In addition, an independent pedestrian bridge is planned to be constructed to the east (i.e., upstream) of the existing vehicular bridge crossing.

The new bridge is currently planned to consist of a three-sided rigid frame superstructure with abutments supported using shallow foundations. The proposed horizontal clearance between the new abutments will approximately match the existing clearance and the proposed structure low chord elevation will be equal to or greater than the minimum low chord elevation of the existing bridge. The proposed overall width of the new bridge will measure 27'-3". The proposed grades along the bridge will be similar to existing grades.

Based on preliminary loading estimates provided by the project structural engineers, we understand that the service limit state loads will be approximately 11.5 kips per linear foot (klf) with strength limit state loads of approximately 16.4 klf for the abutment footings.

It is anticipated that the structure will consist of a prefabricated bridge supported on shallow foundations. The shallow foundations supporting the pedestrian bridge are expected to bear at similar elevations as the new vehicular bridge foundations.

3.0 SUBSURFACE CONDITIONS

3.1 Geologic Setting

Surficial geology information available from the Massachusetts Office of Geographic Information (MassGIS) indicates the soils in the vicinity of the bridge consist of coarse-grained glacial deposits (typically sand and gravel). The thickness of the surficial soils is reportedly less than 50 feet.

Based on the map titled “Bedrock Geologic Map of Massachusetts” (Zen et. al., 1983), bedrock in the area of the site is part of the Milford-Dedham Formation and consists of Scituate granite-gneiss which is an igneous gneissic granite containing biotite.

3.2 Subsurface Explorations

Subsurface conditions were explored by advancing two borings (B-101 and B-102) on November 28, 2022 and November 29, 2022. The borings were completed by Technical Drilling Services, Inc., of Sterling, Massachusetts using a truck mounted drill rig from the existing ground surface at the approximate locations shown in *Figure 2*. Weston & Sampson geotechnical engineering representatives observed drilling activities in the field and prepared logs for each exploration.

The borings were advanced using drive-and-wash drilling methods. Standard penetration tests (SPTs) were completed at 2 to 5 feet intervals by driving a 24-inch long by 1-3/8-inch-inside diameter (2-inch-outside diameter) split spoon sampler with blows from a 140-pound automatic hammer falling 30 inches per blow. Hammer blows per 6 inches of sampler penetration (for up to 24 inches) were recorded. The blow counts for the middle 12 inches are combined and designated as the SPT blow count, which is correlated to soil consistencies and engineering soil properties.

B-101 was advanced to a depth of 50 feet and B-102 was advanced to split spoon refusal at a depth of approximately 43.5 feet, corresponding to about El. 237.5 and El. 244, respectively. Refusal is defined as more than 100 hammer blows for less than 6 inches of sampler penetration, or no discernable advancement of the drill bit over a period of approximately 5 minutes.

Subsurface conditions encountered in the borings are described in Section 3.4 and in the boring logs included in *Appendix B*.

3.3 Sample Review and Laboratory Testing

Soil samples obtained from the borings were reviewed by a Weston & Sampson geotechnical engineer at our office in Foxborough, MA. Three soil samples were selected and submitted to Thielsch Engineering of Cranston, RI for grain size analysis (ASTM D6913) and/or Atterberg Limits determination (ASTM D4318). Laboratory test results are included on the boring logs and in *Appendix C*.

3.4 Subsurface Conditions

3.4.1 General

The conditions encountered in our borings are described below, in general order of occurrence with depth. Depths provided herein are relative to the existing roadway pavement surface. The general Unified Soil Classification System (USCS) designation(s) for each stratum is included in the descriptions below in parentheses.

The subsurface descriptions are based on a limited number of borings. Variations may occur and should be expected between boring locations. The strata boundaries shown in our boring logs are based on our interpretations and the actual transition may be gradual. Refer to the boring logs for detailed descriptions of the soil samples collected.

Surficial Materials- The surficial conditions at the boring locations consisted of asphalt concrete (AC) pavement or topsoil. B-101 was completed to the east side of Grove Street and encountered approximately 2 inches of topsoil. B-102 was completed within the limits of Grove Street and encountered approximately 5-inches of AC pavement at the ground surface.

Fill- Fill was encountered below the pavement in the bridge approach area and extended to depths ranging from about 5 feet in B-101 to 9 feet in B-102. The fill was variable but generally consisted of loose to very dense brown/black/gray fine to coarse SAND with trace to some gravel and trace to little fines (SM, SW or SW-SM). In B-102, a layer of gravelly SILT with sand, little gravel (ML) was encountered within the fill at a depth of approximately 8 feet. In B-101, trace debris consisting of asphalt fragments was observed within the fill and an organic odor was noted within the fill in B-102 at a depth of approximately 9 feet.

Native Soils – Native soils consisting of sand, silt and gravel were encountered below the fill in both borings.

Upper Sand/Silty Sand: Loose to medium dense sand or silty sand was encountered below the fill in both borings. The silty sand consisted of gray/orange fine to coarse SAND with little to some fines and trace to few gravel (SM). The sand layer in B-102 consisted of brown/gray fine to coarse SAND, with up to little gravel and trace fines (SW, SP). An organic odor was noted within the upper sand layer in B-102 at a depth of approximately 9.5 feet.

Silt: A layer of SILT consisting of fines with trace sand (ML) was encountered in both borings at a depth of approximately 21.5 feet, corresponding to elevations ranging between about El. 264.5 to El. 266. In B-101, the silt was very soft and approximately 5 feet thick. In B-102, the silt was stiff and approximately 3 feet thick.

Lower Sand & Gravel: Loose to very dense sand and medium dense to very dense gravel were encountered below the silt layer in both borings. The lower sand layer consisted of brown/orange fine to coarse SAND with little to mostly gravel and few fines (SW-SM). In B-102, a layer of GRAVEL with little medium to coarse sand (GP) was encountered at a depth of approximately 31.5 feet. The lower sand and gravel layer was not fully penetrated in either boring.

3.4.2 Groundwater

Due to the drive-and-wash drilling techniques, the depth to the static groundwater level was not able to be measured directly during drilling. However, groundwater was estimated based on changes in soil sample moisture content at a depth of 5 feet in B-101 and 6 feet in B-102, corresponding to elevations of El. 281 and 281.5, respectively. Groundwater at the bridge crossing is expected to be approximately equal to the brook surface water level.

We anticipate that brook and groundwater levels will fluctuate with season, variations in precipitation, construction in the area, and other factors. Perched groundwater conditions could exist close to the ground surface, especially during and after extended periods of wet weather.

3.4.3 Seismic Considerations

The recommended seismic design parameters for the site have been evaluated in accordance with the MassDOT LRFD Bridge manual. Based on the data from the borings conducted at the site, the subsurface profile of this site (from the ground surface down) is representative of Site Class D. We recommend the following seismic design parameters for the site:

Table 3-1: Seismic Parameters

Parameter	Value
Design Return Period	1,000 year
Spectral acceleration coefficient, A_s	0.104g
Short period acceleration coefficient, S_{DS}	0.224g
1-sec period acceleration coefficient, S_{D1}	0.091g
Seismic Design Category	A

Based on the soil and groundwater conditions encountered at and below foundation bearing elevations, we anticipate the existing subsurface soils are not susceptible to liquefaction.

4.0 GEOTECHNICAL RECOMMENDATIONS

4.1 General

Based on the subsurface conditions encountered in our borings, preliminary structural design loads and proposed grading, the proposed bridge can be supported on conventional, shallow foundations bearing on the native soils underlying the fill and/or any organics. Existing fill was observed in explorations completed from the ground surface behind the existing bridge abutments to depths up to approximately 9 feet and is not suitable for support of new foundations and other proposed improvements that could be adversely impacted by differential settlement. Existing abutment fill and other unsuitable soils (such as soft, loose, or organic soils) should be completely removed and replaced with Structural Fill within the zone-of-influence (ZOI) beneath proposed bridge abutment foundations. The zone-of-influence extends horizontally away from the bottom outside edges of footings a horizontal distance of 2 feet, then down and away at a 1H:1V (Horizontal:Vertical) slope to the intersection with undisturbed native soil.

Excavations up to approximately 12 to 14 feet below existing roadway grades will be required for the new bridge construction which will extend below the surface water level in the adjacent brook. Temporary excavation support, cofferdams, and groundwater control should be anticipated for earthwork and foundation construction.

Geotechnical recommendations for design and construction of the proposed bridge replacement are provided in the following sections. Our recommendations are based on preliminary structure details, grades, and assumed loading conditions as stated herein. Geotechnical design calculations are included in *Appendix D*.

4.2 Shallow Foundations

Allowable net bearing resistance for the proposed abutment foundations for both the vehicular and pedestrian bridges supported on the native granular soil deposits have been evaluated for various effective footing widths. The factored resistance is based on a resistance factor of 0.45 for the Strength limit state in accordance with AASHTO (2020) section 10.5.5. The calculations have been based on a minimum embedment of 4 feet and assume the ground surface is level (not sloped) in front of the footings.

Figure 3 provides the relationship between net bearing pressure and estimated settlement for various effective footing widths and should be used to estimate the magnitude of settlement for the proposed loads. Service limit bearing pressures should be used when evaluating the estimated settlement.

Footings should be designed in accordance with the provisions of the current edition of the American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications and should be embedded at least 4 feet below the nearest proposed adjacent ground surface exposed to freezing. Foundations may be supported on a 12-inch layer of crushed stone to protect subgrades.

.....

4.3 Sliding and Overturning

Sliding stability and overturning for the new abutments and wingwalls should be evaluated at the Strength Limit state using a resistance factor (ϕ) of 0.80 per AASHTO Table 10.5.5.2.2.-1. The design lateral pressures should consider appropriate loading conditions and load combinations as required by AASHTO, including earth pressures, hydrostatic, traffic, wind, seismic, and other loads. Table 4-1 presents recommended design lateral earth pressure parameters for evaluating the new substructure backfilled using Gravel Borrow (MassDOT M.1.03.0 Type B) as recommended herein.

Table 4-1: Lateral Earth Pressure Parameters for New Substructures

Parameter	Value for New Structural Backfill
Angle of Internal Friction, ϕ	35°
Total Unit Weight, γ (pounds per cubic foot)	125
Buoyant Unit Weight, γ' (pounds per cubic foot)	62.6
At-Rest Earth Pressure Coefficient, K_0	0.43
Active Earth Pressure Coefficient, K_A	0.24
Seismic Active Earth Pressure Coefficient, $K_{AE}^{(1)}$	0.28
Assumed Back Batter, from horizontal	90°
Interface Friction Angle (between backfill and back of abutment)	25°

Note:

1. Assumes displacements of 1 to 2 inches may occur during the design seismic event.

If the abutments are restrained from lateral movement, at-rest earth pressures should be used in the analyses. If the abutment is free to rotate, active earth pressures may be used. Wall rotation associated with development of active pressures is expected to be approximately 1 percent the expected wall height.

A frictional sliding coefficient of 0.45 may be assumed at the base of the abutment when evaluating resistance to lateral loads. Passive pressures should be ignored when evaluating abutment sliding and overturning, in accordance with the MassDOT LRFD Bridge Manual.

5.0 EARTHWORK AND CONSTRUCTION RECOMMENDATIONS

5.1 Subgrade Preparation

Initial site preparation should consist of removal of existing pavement, curbing, utilities to be abandoned, vegetation, topsoil, tree roots greater than 1-inch in diameter (as well as concentrations of smaller roots), remnants of existing structures, and surface debris within the limits of the proposed construction.

Exposed subgrades for new fills and pavements should be proof compacted and observed by the Geotechnical Engineer prior to placement of backfill and construction of slabs and pavements. Unsuitable or disturbed soils, or soils exhibiting excessive rutting or pumping will require over-excavation and backfilling with compacted Structural Fill.

Construction traffic should not operate directly on subgrades. Subgrade protection is the responsibility of the contractor and special precautions and protective measures appropriate for the weather and traffic conditions during construction should be used during earthwork and foundation construction to preserve the integrity of subgrades.

5.2 Excavation Considerations

5.2.1 Temporary Excavation Support

Excavations will be required for site preparation, demolition of the existing bridge substructure and construction of new abutment foundations for both the pedestrian and vehicular bridges. Temporary excavation support will be required for excavation depths greater than 4 feet where sloping of the excavation is not feasible. Temporary excavation support should also be anticipated if the final design requires excavation within the zone-of-influence beneath existing footings (e.g., proposed pedestrian bridge), utilities, site features, or property lines. Based on the subsurface conditions at the site and relatively shallow groundwater conditions, the most feasible support of excavation method for the project is anticipated to consist of steel sheet piling.

The selection, design, and construction of excavation support systems should be the responsibility of the Contractor. The shoring system should be designed and stamped by a professional engineer licensed in the Commonwealth of Massachusetts to support lateral earth pressures, construction surcharge loads, unbalanced hydrostatic pressures, and surcharges from adjacent structures and utilities, if present. At a minimum, a lateral temporary construction surcharge of 100 psf should be applied uniformly over the height of the excavation support. All excavations should be made in accordance with applicable OSHA safety regulations. Recommended soil strength parameters for design of excavation support systems are provided in Table 5-1 below.

.....

Table 5-1: Recommended Soil Parameters for Design of Temporary Earth Support

Parameter	Values for:			
	Existing Fill	Upper Sand/Silty Sand	Silt	Lower Sand/Gravel
Angle of Internal Friction, ϕ	30°	32°	-	34°
Effective Cohesion, c (psf)	-	-	500 – 1,500	-
Unit Weight, γ (pounds per cubic foot)	125	125	120	130
Buoyant Unit Weight, γ' (pounds per cubic foot)	62.6	62.6	57.6	67.6
At-Rest Earth Pressure Coefficient, K_o	0.50	0.47	-	0.44
Active Earth Pressure Coefficient, K_a	0.33	0.31	-	0.28
Passive Earth Pressure Coefficient, K_p	3.00	3.25	-	3.50

Shoring systems restrained from lateral movement should be designed using at-rest lateral earth pressures. Shoring systems which can be allowed to deflect 1 to 2 percent of the exposed wall height may be designed assuming active earth pressure conditions.

5.2.2 Water Control

Groundwater elevations are expected to be approximately equal with the surface water level in Center Brook at the time of construction. Therefore, temporary cofferdams and dewatering will be required. The Contractor should be prepared to manage and control infiltrating groundwater and surface water from Center Brook during foundation excavation as well as control surface water from entering excavations to provide a dry and stable subgrade.

Cofferdams and dewatering systems will depend on several factors, including depth of excavation, localized soil conditions encountered, time of year performed, size of the open excavation and the length of time the excavation is left open. We recommend the use of an embedded cofferdam system (such as steel sheet piling) due to the anticipated depths of excavation and subsurface soil conditions.

Dewatering systems should be selected and designed by the Contractor and capable of adapting to variable flows and conditions. Flow rates for dewatering are likely to vary depending on location, soil type, and the season during which the excavation occurs. Water control systems should be capable of maintaining groundwater at least 24 inches below the bottom of excavations and should be designed and operated to prevent pumping of soil, loss of fines, and adverse effects to existing structures. If possible, pumped water should be recharged on site.

5.3 Fill

Structural Fill should be used as backfill behind abutments, and below approach slabs and pavements. Structural Fill should consist of imported, granular soil free from organic matter, clay, and deleterious materials, and should conform to the requirements for Type B Gravel Borrow provided in Section M.1.03.0 of the MassDOT Standard Specifications.

Imported soils or on-site granular soils containing less than 20 percent fines and free of organics, contamination, and other deleterious materials may be suitable for use as Common Fill in non-structural areas and landscape areas. We anticipate that some of the existing fill and native sand may be suitable for reuse as Common Fill. Onsite silty or clayey sand or soils containing organics are not considered suitable for reuse. Moisture content for Common Fill should be maintained within 3 percent of optimum during placement and compaction. Moisture conditioning, if required, could consist of drying by scarification and frequent mixing in thin lifts during warm, dry conditions.

Fill materials should have a maximum particle size of 3 inches and be placed in lifts no greater than 9 inches (loose measure). Maximum dry density (MDD) for each fill material should be determined by ASTM D1557 (modified proctor). Fill adjacent or below structures, sidewalks, or paved areas should be compacted to at least 95% of MDD. Fill below landscaped areas should be compacted to at least 92% of MDD. In-place density testing should be completed on each lift of fill during construction.

6.0 LIMITATIONS

6.1 Observation of Construction

Satisfactory earthwork and foundation performance depends to a large degree on the quality of construction. The actual subsurface conditions encountered during construction may vary from those encountered in the subsurface investigations and may require revisions to the recommendations provided in this report. Recognition of changed conditions often requires experience; therefore, qualified personnel should visit the site with sufficient frequency to detect whether subsurface conditions change significantly from those anticipated. In addition, sufficient monitoring of the contractor's activities is a key part of determining that the work is completed in accordance with the construction drawings and specifications.

6.2 Variations of Subsurface Conditions and Use of Report

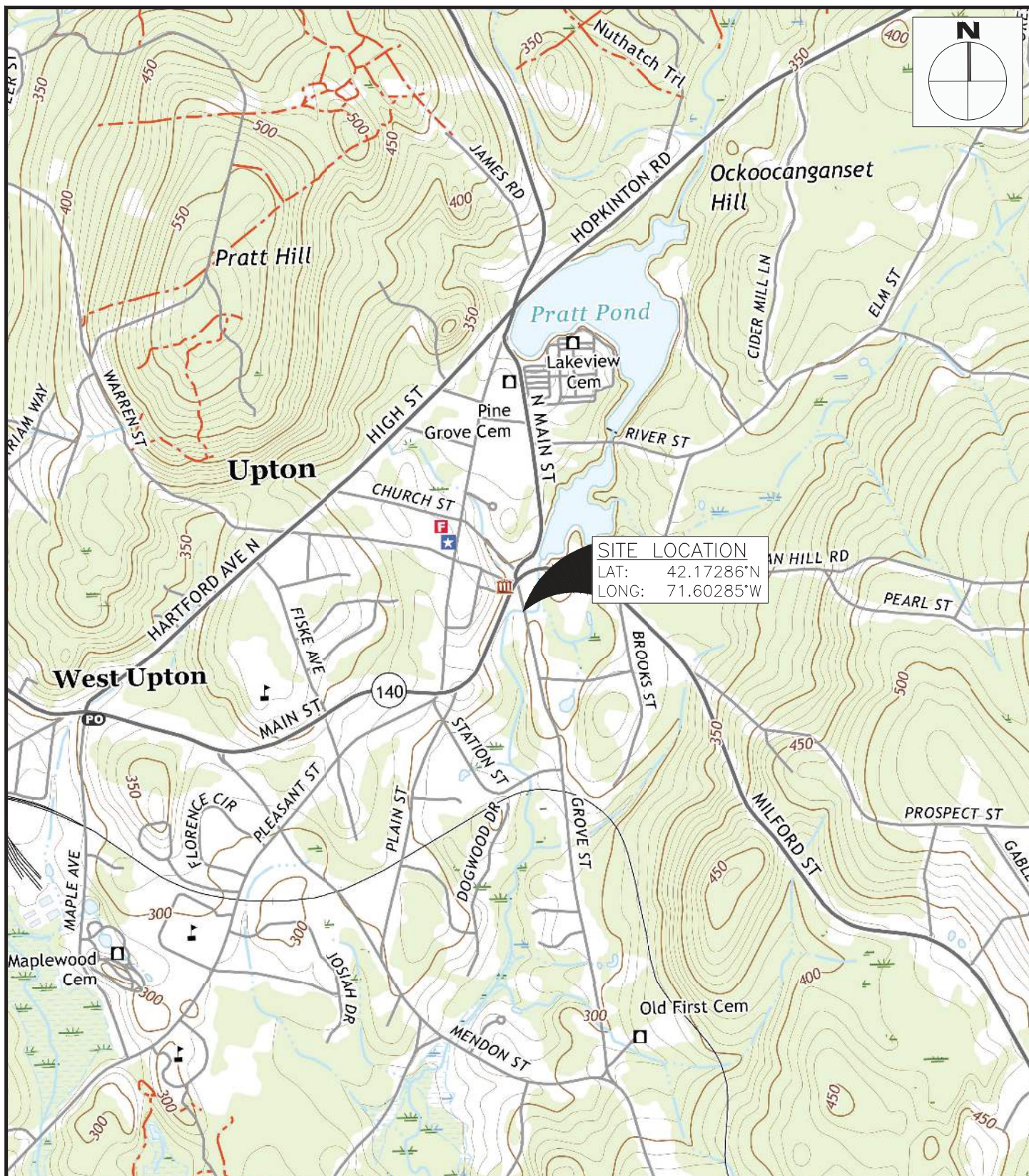
We have prepared this report for use by the Town of Upton and members of the design and construction team for the subject project and site, only. The data and report can be used for estimating purposes, but our report, conclusions, and interpretations should not be construed as a warranty of the subsurface conditions and are not applicable to other sites.

Soil borings indicate conditions only at specific locations and only to the depths penetrated. They do not necessarily reflect subsurface conditions that may exist between exploration locations. Our recommendations rely in part on data collected and reported by others, and Weston & Sampson makes no warranties as to the accuracy of this information. If subsurface conditions differing from those described are noted during the course of excavation and construction, reevaluation will be necessary. Additional information about interpretation and use of this report is included in **Appendix E**.

Bridge design plans and details were not finalized at the time this report was prepared. If changes are made in site grades, configuration, design loads, or type of construction for the proposed structures, the conclusions and recommendations may not be applicable. If design changes are made, we should be retained to review our conclusions and recommendations and provide a written evaluation or modification.

Within the limitations of scope, schedule, and budget, our services have been executed in accordance with generally accepted practices in this area at the time this report was prepared. No warranty or other conditions, expressed or implied, are given.

FIGURES

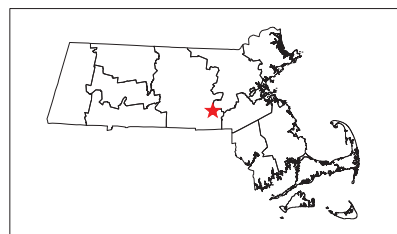
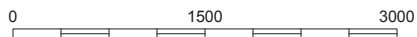


Weston & Sampson

**FIGURE 1
LOCUS MAP**

**GROVE STREET BRIDGE
GROVE STREET
UPTON, MA
WORCESTER COUNTY**

SCALE IN FEET





Weston & Sampson Engineers, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867
978.532.1900 800.SAMPSON
www.westonandsampson.com

NOTES

1. THIS PLAN IS BASED ON MASSGIS AERIAL IMAGERY DATED 2019.
2. BORINGS WERE COMPLETED BY TECHNICAL DRILLING SERVICES OF STERLING, MA ON NOVEMBER 28 AND 29, 2022.
3. ALL BORINGS WERE OBSERVED BY A WESTON & SAMPSON ENGINEER.
4. BORING LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON FIELD MEASUREMENTS RELATIVE TO EXISTING SITE FEATURES.

LEGEND



B-X
DESIGNATION AND APPROXIMATE
LOCATION OF BORING

GRAPHIC SCALE



TITLE

SITE PLAN

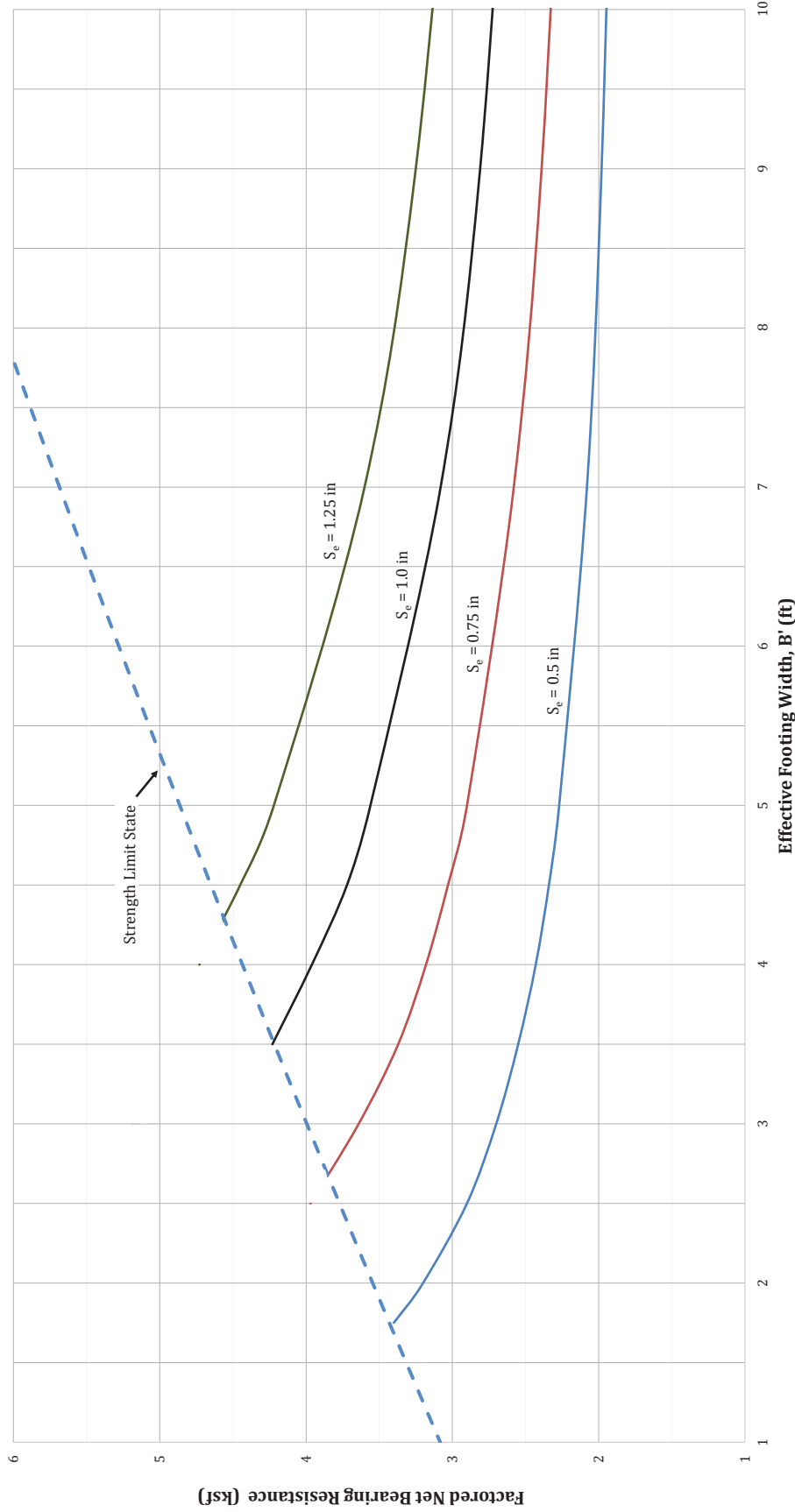
PROJECT

GROVE STREET BRIDGE
GROVE STREET
UPTON, MA 01568

FIGURE

FIGURE 2

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CHKD BY	SS
PRJ. NO.	ENG22-1175
REV. NO.	-



- NOTES
- (1) Estimated settlement is based on a 30.25-foot-long abutment footing.
 - (2) Estimated settlement to be determined using the above figure based on service limit state loads.
 - (3) Bearing resistance and settlement based on shallow foundations bearing at El. 274.0.

WSE Project No.: ENG22-1175
Drawn By: SLW
Checked By: STS
Date: 5/9/2023, REV 1/2/2025



55 Walkers Brook Dr., Suite 100, Reading, MA 01867 (HQ)
Tel: 978.532.1900

Grove Street Bridge Replacement Upton, Massachusetts

Figure 3 -
Estimated Settlement

APPENDIX A

Preliminary Design Plans



Cons. Jards.

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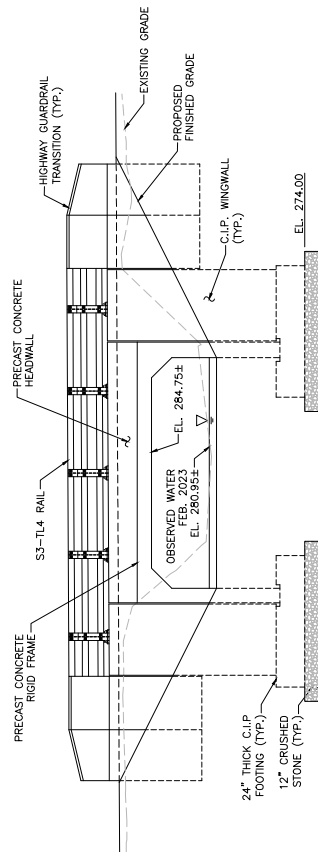
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Date:	05/31/23
Drawn By:	-

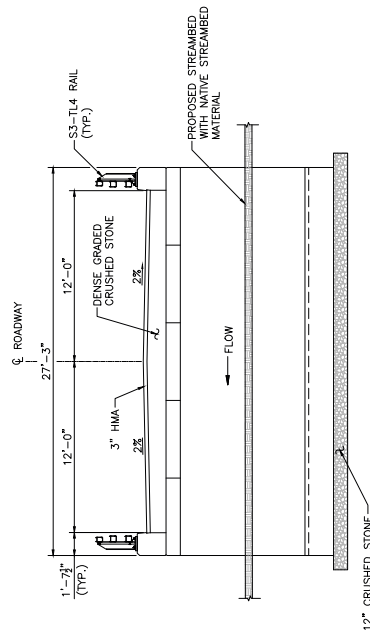
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Approved By:	-
W&S Project No.:	ENG22-1175
W&S File No.:	
Drawing Title:	

BRIDGE SECTIONS
AND ELEVATIONS

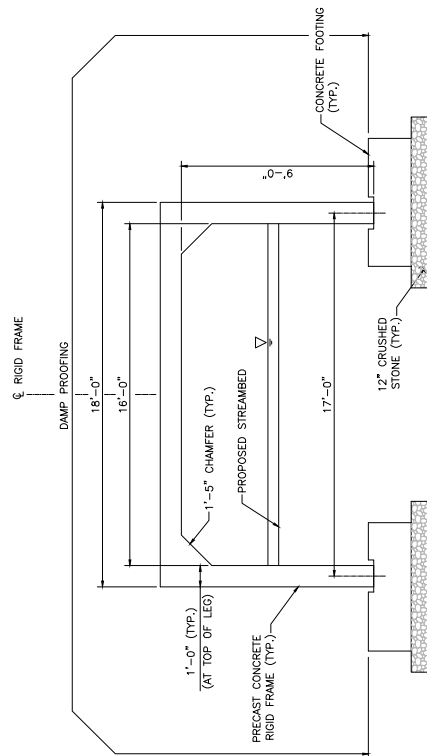
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UPSTREAM ELEVATION VIEW



PROPOSED BRIDGE TRANSVERSE SECTION



TYPICAL FRAME SECTION

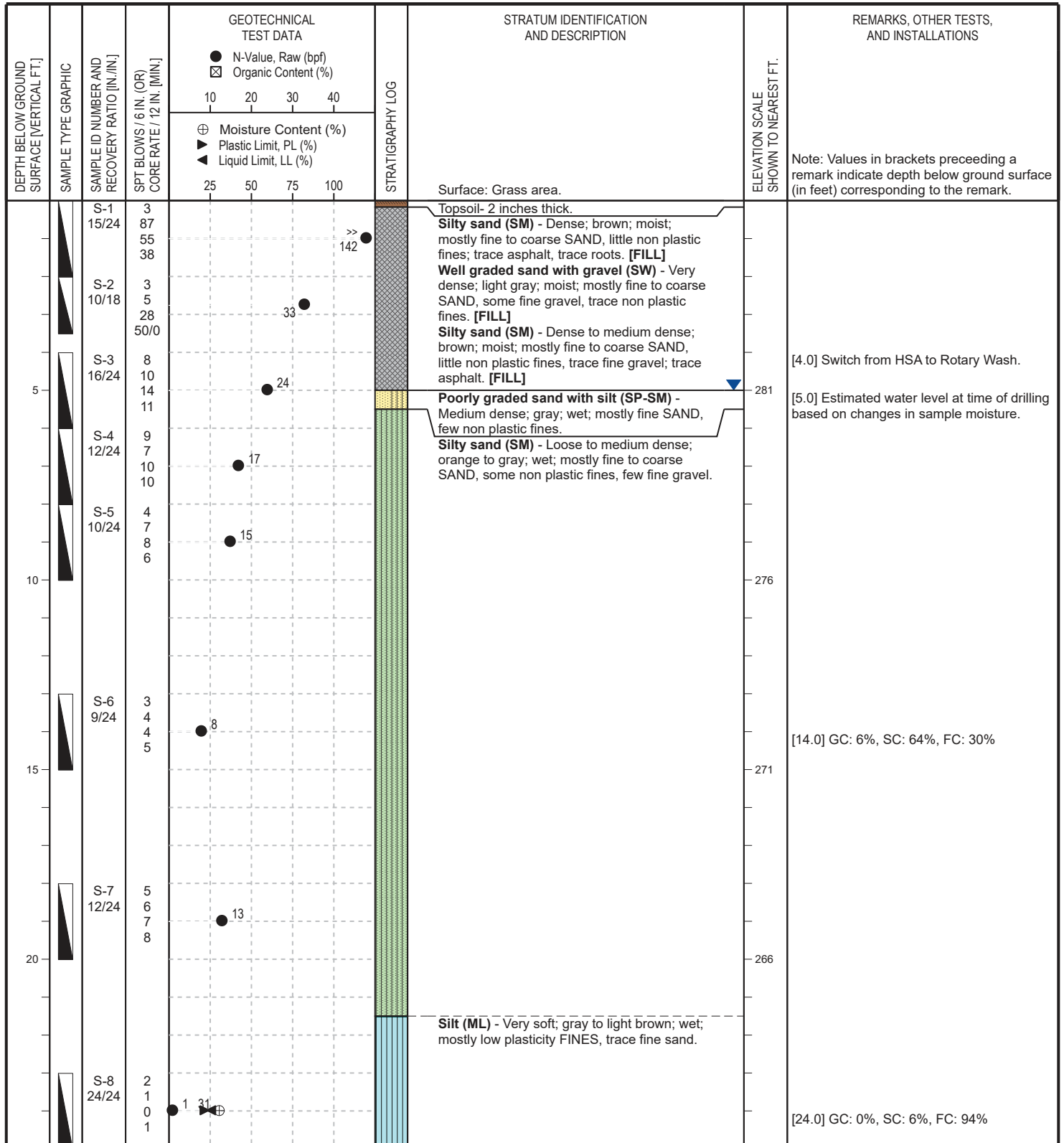
SCALE: $\frac{3}{8}" = 1'-0"$

Project	GROVE STREET OFFICE LITCHFIELD, MA 01568	
		
	Wheaton & Sampson Vegetative & Soilwater Engineers, Inc. 100 Fallowfield Boulevard, Suite 250 Litchfield, Massachusetts 01563 978.532.0300 www.wheatonsampson.com	
Consultants		
Revisions	No.	Description
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APPENDIX B

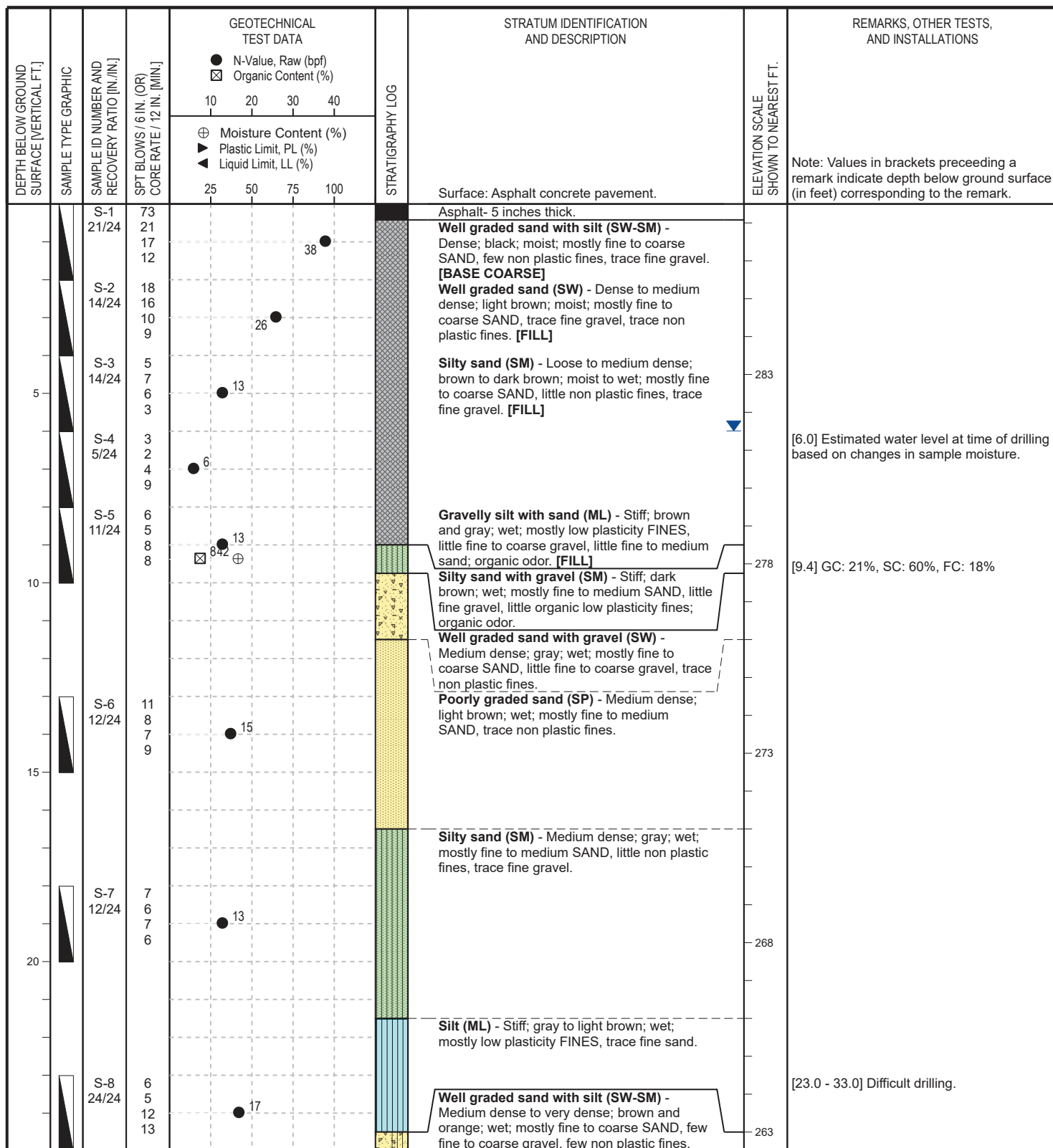
Boring Logs

CONTRACTOR:	Technical Drilling Services, Inc.	BORING LOCATION:	See Attached Figure	DATE START:	November 29, 2022
FOREMAN:	Darwin Newton	ADVANCE METHOD:	Hollow-Stem Auger to Rotary Wash	DATE FINISH:	November 29, 2022
LOGGED BY:	A. Chabot	AUGER DIAMETER:	4-1/4" ID (Stem), 7-5/8" OD (Flights)	GROUND EL:	286.0 ± (NAVD88)
CHECKED BY:	S. Spink, PE	SUPPORT CASING:	Driven Flush-Joint Casing (4" ID)	FINAL DEPTH:	50.0 ft.
EQUIPMENT:	CME 75, Truck Mounted	CORING METHOD:	N/A	GRID COORDS:	N/A
SPT HAMMER:	Automatic (140-lb.)	BACKFILL MATERIAL:	Drill Cuttings	GRID SYSTEM:	N/A



DEPTH BELOW GROUND SURFACE [VERTICAL FT.]	SAMPLE TYPE GRAPHIC	SAMPLE ID NUMBER AND RECOVERY RATIO [IN./IN.]	SPT BLOWS / 6 IN. (OR) CORE RATE / 12 IN. [MIN.]	GEOTECHNICAL TEST DATA				STRATIGRAPHY LOG	STRATUM IDENTIFICATION AND DESCRIPTION	ELEVATION SCALE SHOWN TO NEAREST FT.	REMARKS, OTHER TESTS, AND INSTALLATIONS
				● N-Value, Raw (bpf)	☒ Organic Content (%)						
				⊕ Moisture Content (%)	▶ Plastic Limit, PL (%)	▲ Liquid Limit, LL (%)					
				10	20	30	40				
				25	50	75	100				
											Note: Values in brackets preceding a remark indicate depth below ground surface (in feet) corresponding to the remark.

CONTRACTOR:	<u>Technical Drilling Services, Inc.</u>	BORING LOCATION:	<u>See Attached Figure</u>	DATE START:	<u>November 28, 2022</u>
FOREMAN:	<u>Darwin Newton</u>	ADVANCE METHOD:	<u>Rotary Wash Drilling</u>	DATE FINISH:	<u>November 28, 2022</u>
LOGGED BY:	<u>A. Chabot</u>	AUGER DIAMETER:	<u>N/A</u>	GROUND EL:	<u>287.5 ± (NAVD88)</u>
CHECKED BY:	<u>S. Spink, PE</u>	SUPPORT CASING:	<u>Driven Flush-Joint Casing (3" ID)</u>	FINAL DEPTH:	<u>43.5 ft.</u>
EQUIPMENT:	<u>CME 75, Truck Mounted</u>	CORING METHOD:	<u>N/A</u>	GRID COORDS:	<u>N/A</u>
SPT HAMMER:	<u>Automatic (140-lb.)</u>	BACKFILL MATERIAL:	<u>Drill Cuttings and Asphalt Patch</u>	GRID SYSTEM:	<u>N/A</u>

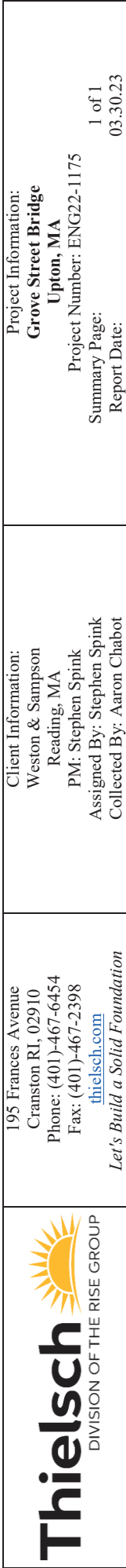


Refer to the attached index sheets for important information about this log including general notes, legends, and guidance on description methods and procedures.

DEPTH BELOW GROUND SURFACE [VERTICAL FT.]	SAMPLE TYPE GRAPHIC	SAMPLE ID NUMBER AND RECOVERY RATIO [IN./IN.]	SPT BLOWS / 6 IN. (OR) CORE RATE / 12 IN. [MIN.]	GEOTECHNICAL TEST DATA				STRATIGRAPHY LOG	STRATUM IDENTIFICATION AND DESCRIPTION	ELEVATION SCALE SHOWN TO NEAREST FT.	REMARKS, OTHER TESTS, AND INSTALLATIONS
				● N-Value, Raw (bpf)							
				☒ Organic Content (%)							
				⊕ Moisture Content (%) ▶ Plastic Limit, PL (%) ▲ Liquid Limit, LL (%)							
				10	20	30	40				
				25	50	75	100				
											Note: Values in brackets preceeding a remark indicate depth below ground surface (in feet) corresponding to the remark.

APPENDIX C

Geotechnical Laboratory Test Results

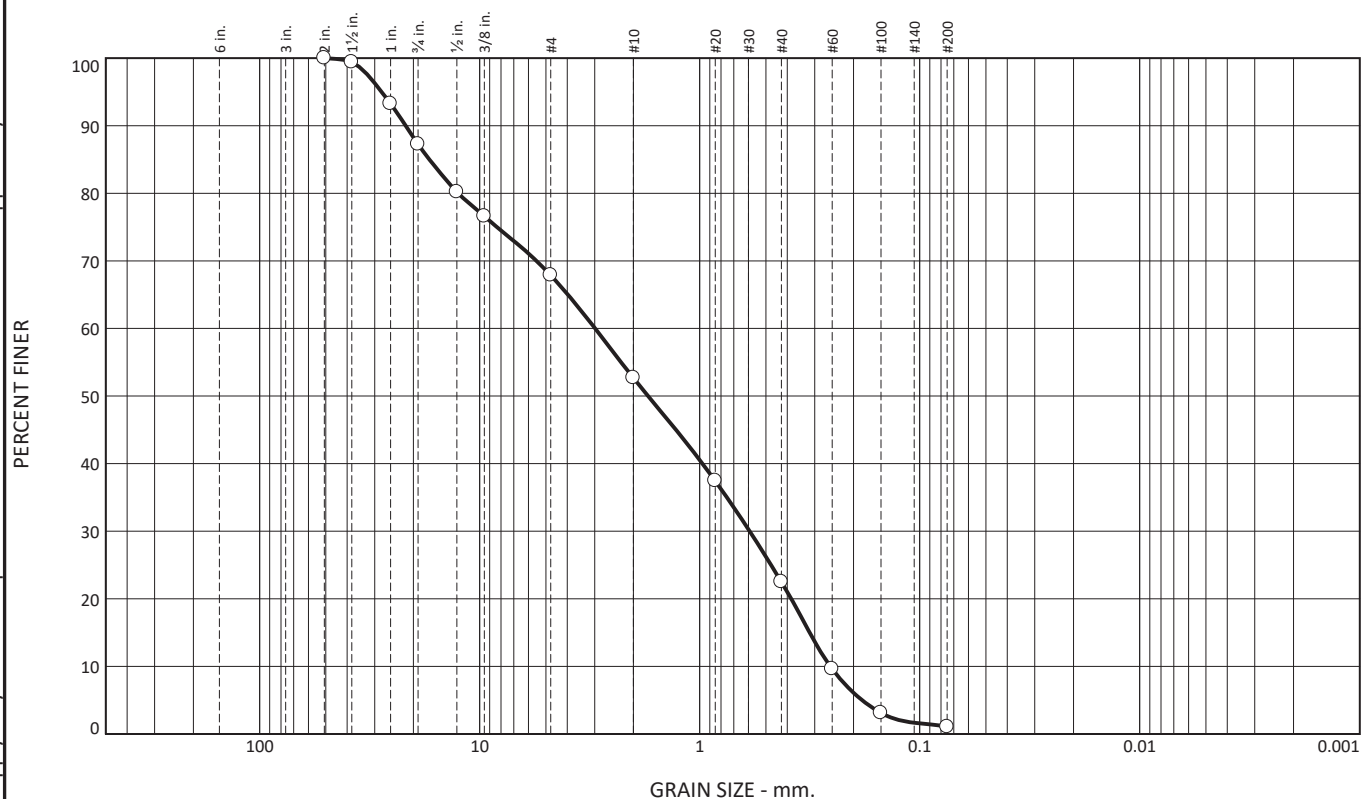
[illegible]

Reviewed By:  Date Reviewed: 03.30.23

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

Particle Size Distribution Report

ASTM D6913



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	12.7	19.4	15.2	30.2	21.5	1.0	

Test Results (ASTM D6913)				
Sieve Size or Diam. (mm.)	Finer (%)	Spec. * (%)	Out of Spec. (%)	Pct. of Fines
2"	100.0			
1 1/2"	99.4			
1"	93.3			
3/4"	87.3			
1/2"	80.2			
3/8"	76.6			
#4	67.9			
#10	52.7			77.6
#20	37.5			55.2
#40	22.5			33.2
#60	9.6			14.2
#100	3.1			4.6
#200	1.0			1.5

* (no specification provided)

Material Description
Brown f-c SAND, some f-c Gravel, trace Silt

PL= NP **Atterberg Limits** LL= NV PI= NP
Coefficients
D₉₀= 21.7023 D₈₅= 16.8887 D₆₀= 2.9893
D₅₀= 1.7150 D₃₀= 0.5937 D₁₅= 0.3163
D₁₀= 0.2550 C_u= 11.72 C_c= 0.46
Classification
USCS= SP AASHTO= A-1-b
Test Remarks

Source of Sample: Boring Depth: 0-1'
Sample Number: VB-1 / G-1

Sample Date: 03.28.23

Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson
Project: Grove Street Bridge
Upton, MA

Project No: ENG22-1175

Fig. 23-S-1314

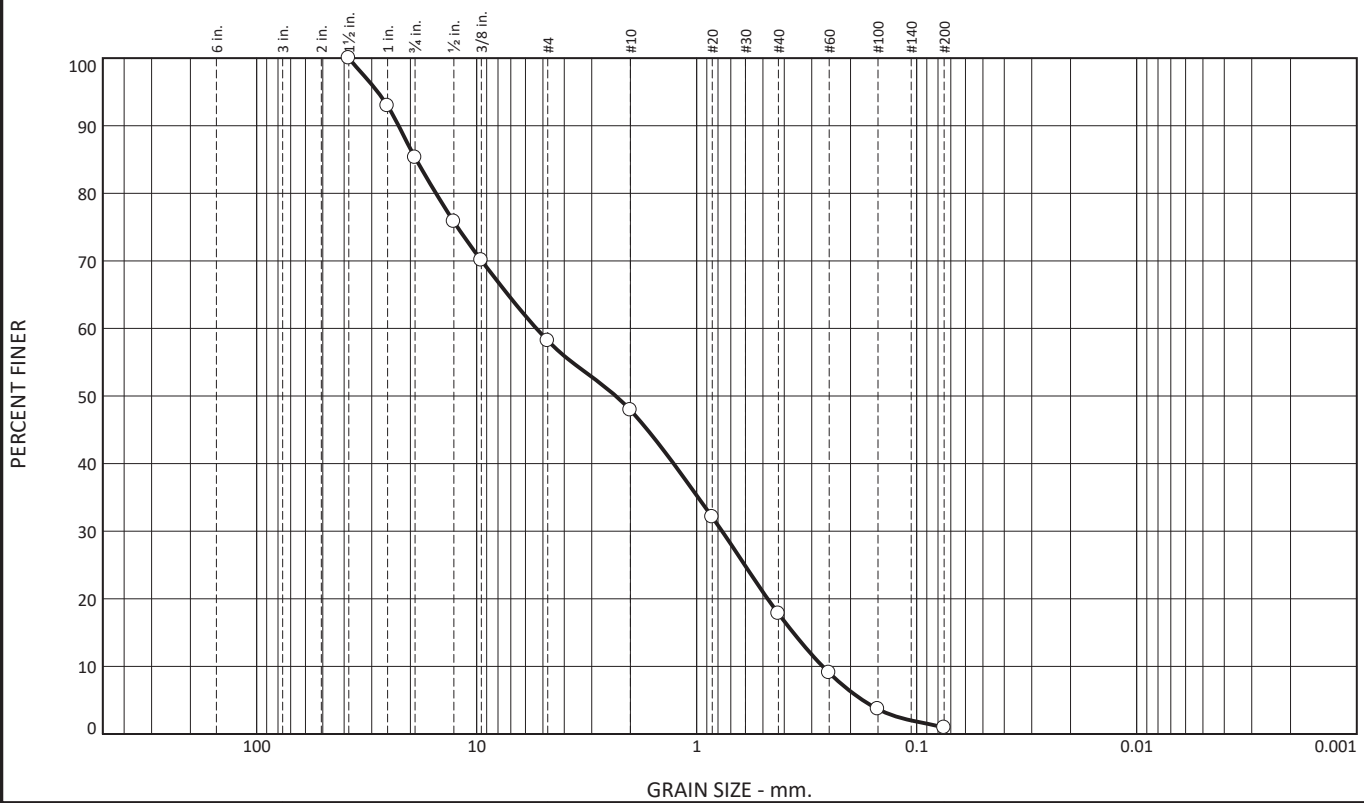
Tested By: SF / RB

Checked By:

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

Particle Size Distribution Report

ASTM D6913



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	14.7	27.1	10.3	30.1	16.9	0.9	

Test Results (ASTM D6913)				
Sieve Size or Diam. (mm.)	Finer (%)	Spec. * (%)	Out of Spec. (%)	Pct. of Fines
1 1/2"	100.0			
1"	92.9			
3/4"	85.3			
1/2"	75.8			
3/8"	70.1			
#4	58.2			
#10	47.9			82.3
#20	32.1			55.1
#40	17.8			30.6
#60	9.0			15.5
#100	3.7			6.3
#200	0.9			1.6

* (no specification provided)

Material Description
Dark Brown f-c SAND and f-c GRAVEL, trace Silt

PL= NP

Atterberg Limits
LL= NV
PI= NP

D₉₀= 22.6220
D₅₀= 2.3301
D₁₀= 0.2676

Coefficients
D₈₅= 18.8355
D₃₀= 0.7661
C_u= 20.00

D₆₀= 5.3539
D₁₅= 0.3640
C_c= 0.41

USCS= SP

Classification
AASHTO= A-1-a

Test Remarks

Source of Sample: Boring Depth: 0-1'
Sample Number: PB-1 / G-1

Sample Date: 03.28.23

Thielsch Engineering Inc. Cranston, RI	Client: Weston & Sampson
	Project: Grove Street Bridge Upton, MA
	Project No: ENG22-1175

Fig. 23-S-1315

Tested By: SF / RB

Checked By:



195 Frances Avenue
Cranston RI, 02910
Phone: (401)-467-6454
Fax: (401)-467-2398
thiellsch.com

Client Information:
Weston & Sampson
Reading, MA
PM: Stephen Spink
Assigned By: Stephan Spink
Collected By: A. Chabon

Project Information:
Grove Street Bridge
Upton, MA
Project Number: ENG22-1175
Summary Page:
Report Date:

LABORATORY TESTING DATA SHEET, Report No.: 7423-A-140

Boring No.	Sample No.	Depth (ft)	Laboratory No.	Identification Tests					Proctor / CBR / Permeability Tests							Laboratory Log and Soil Description		
				As Recvd Moisture Content %	LL %	PL %	Gravel %	Sand %	Fines %	Org. %	pH	Dry unit wt. (pcf)	Test Moisture Content %	γ_d MAX (pcf) W_{opt} (%)	γ_d MAX (pcf) W_{opt} (%) (Corr.)		Target Test Setup as % of Proctor	CBR @ 0.1"
B-101	S-6	13-15	23-S-151				6.1	64.1	29.8		D2974	D4792						Brown f-m SAND, some Silt, trace fine Gravel
B-101	S-8	23-25	23-S-152	30.7	26	22	0.0	6.1	93.9									Brown CLAYEY SILT, trace fine Sand
B-102	S-5B	9-9.75	23-S-153	41.8			21.0	60.5	18.5	7.6								Brown Organic f-m SAND, some fine Gravel, little Silt

Date Received: 01.13.23

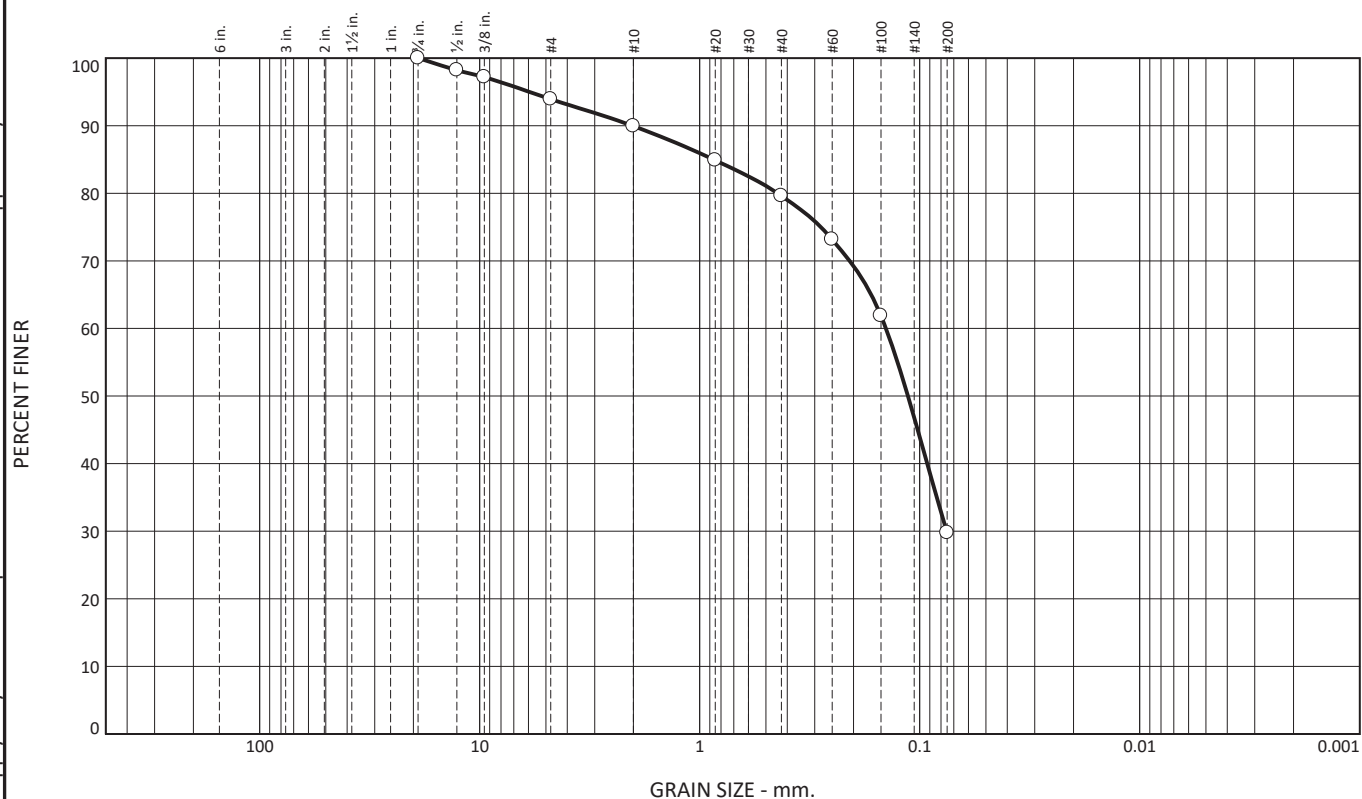
Reviewed By:

Date Reviewed: 01.23.23

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

Particle Size Distribution Report

ASTM D6913



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	6.1	4.0	10.3	49.8	29.8	

Test Results (ASTM D6913)				
Sieve Size or Diam. (mm.)	Finer (%)	Spec. * (%)	Out of Spec. (%)	Pct. of Fines
3/4"	100.0			
1/2"	98.2			
3/8"	97.2			
#4	93.9			
#10	89.9			
#20	84.9			
#40	79.6			
#60	73.2			
#100	61.9			
#200	29.8			

* (no specification provided)

Material Description
Brown f-m SAND, some Silt, trace fine Gravel

PL= NP **Atterberg Limits** LL= NV PI= NP

Coefficients

D₉₀= 2.0247 D₈₅= 0.8660 D₆₀= 0.1423
D₅₀= 0.1131 D₃₀= 0.0754 D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO= A-2-4(0)

Test Remarks

Source of Sample: Boring Depth: 13-15'
Sample Number: B-101 / S-6

Sample Date: 01.19.23

Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson
Project: Grove Street Bridge
Upton, MA

Project No: ENG22-1175

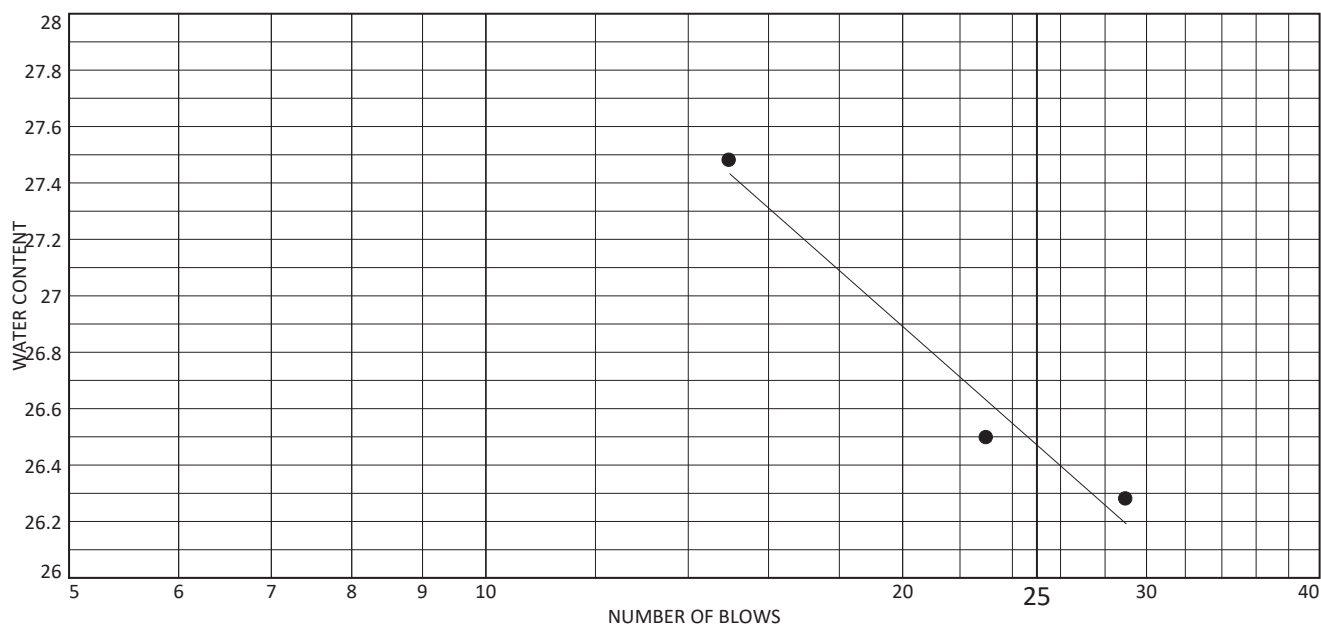
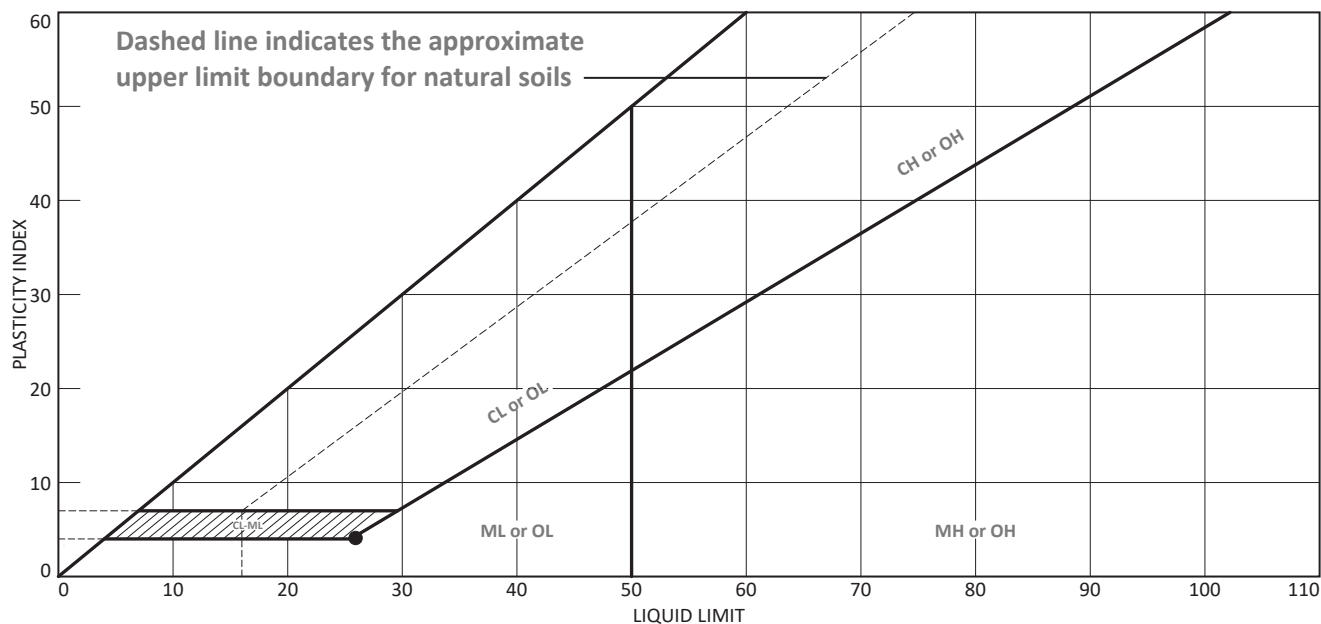
Figure 23-S-151

Tested By: RB / FR

Checked By:

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

LIQUID AND PLASTIC LIMITS TEST REPORT



MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
Brown CLAYEY SILT, trace fine Sand	26	22	4	99.5	93.9	CL-ML

Project No. ENG22-1175 **Client:** Weston & Sampson
Project: Grove Street Bridge
Upton, MA
Source of Sample: Boring **Depth:** 23-25'
Sample Number: B-101 / S-8

Thielsch Engineering Inc.

Cranston, RI

Remarks:

Figure 23-L-152

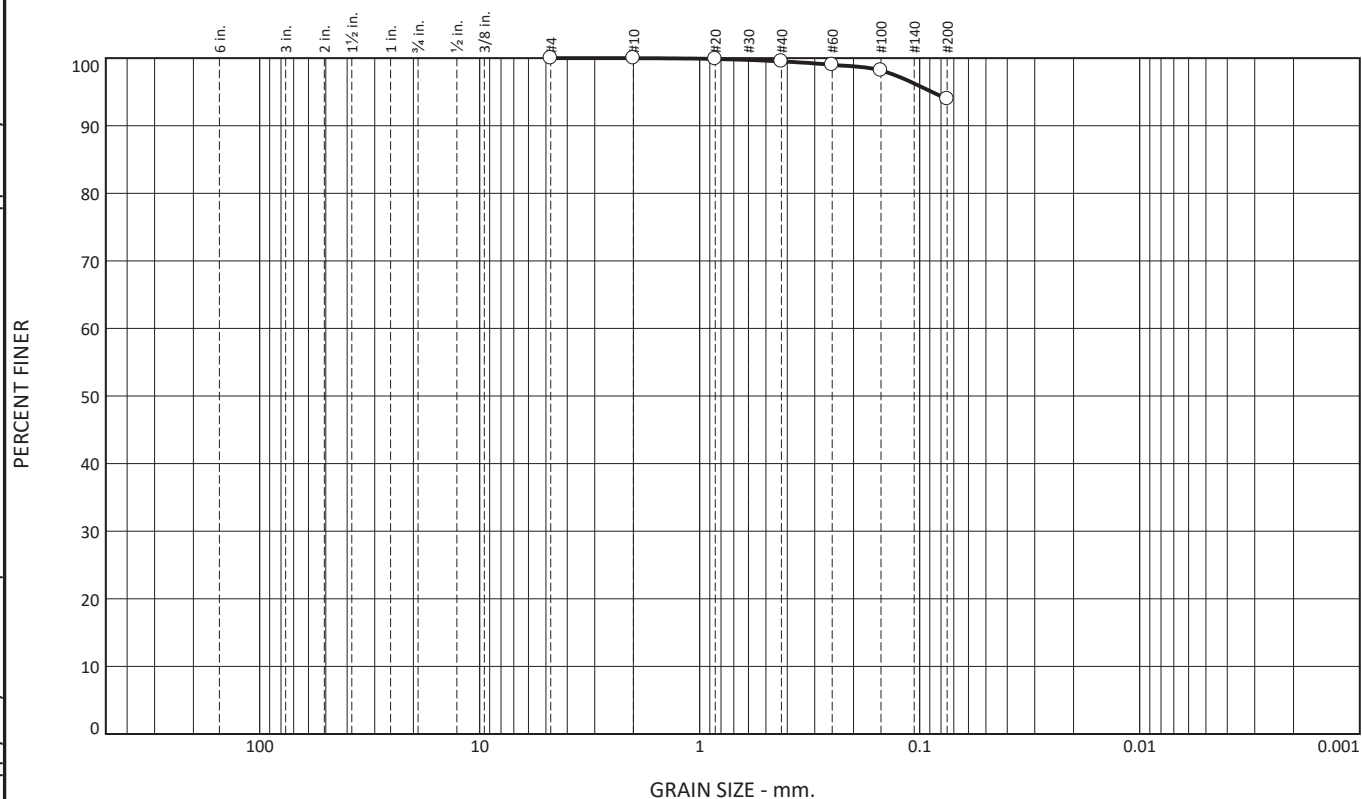
Tested By: RB

Checked By:

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

Particle Size Distribution Report

ASTM D6913



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.5	5.6	93.9	

Test Results (ASTM D6913)				
Sieve Size or Diam. (mm.)	Finer (%)	Spec. * (%)	Out of Spec. (%)	Pct. of Fines
#4	100.0			
#10	100.0			
#20	99.9			
#40	99.5			
#60	99.0			
#100	98.2			
#200	93.9			

* (no specification provided)

Material Description

Brown CLAYEY SILT, trace fine Sand

PL= 22 Atterberg Limits LL= 26 PI= 4

Coefficients
D₉₀= D₈₅= D₆₀=
D₅₀= D₃₀= D₁₅=
D₁₀= C_u= C_c=

Classification
USCS= CL-ML AASHTO= A-4(3)

Test Remarks
Sample received with standing water.

Source of Sample: Boring Depth: 23-25'
Sample Number: B-101 / S-8

Sample Date: 01.19.23

Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson
Project: Grove Street Bridge
Upton, MA

Project No: ENG22-1175

Figure 23-S-152

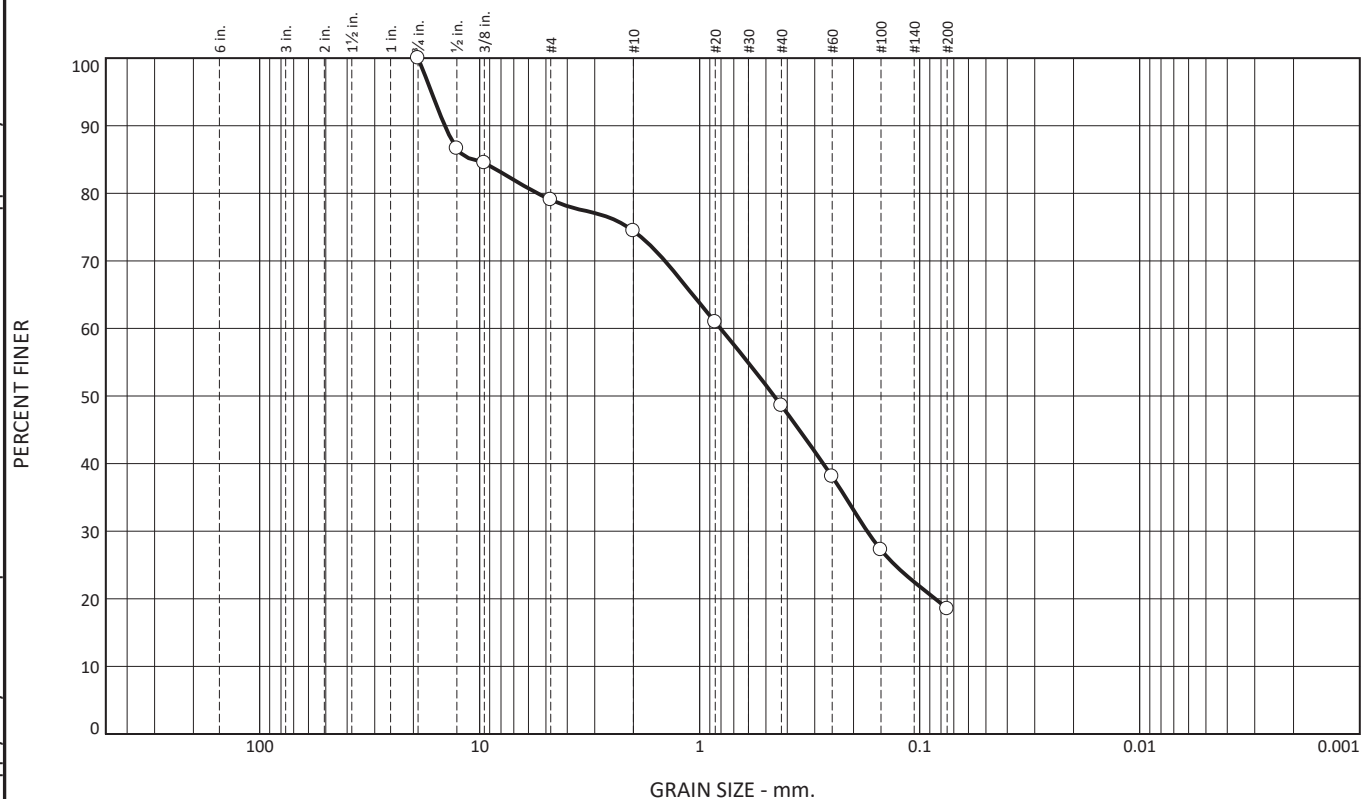
Tested By: RB / FR

Checked By:

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

Particle Size Distribution Report

ASTM D6913



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	21.0	4.6	25.8	30.1	18.5	

Test Results (ASTM D6913)				
Sieve Size or Diam. (mm.)	Finer (%)	Spec. * (%)	Out of Spec. (%)	Pct. of Fines
3/4"	100.0			
1/2"	86.6			
3/8"	84.5			
#4	79.0			
#10	74.4			
#20	60.9			
#40	48.6			
#60	38.1			
#100	27.2			
#200	18.5			

* (no specification provided)

Material Description
Brown Organic f-m SAND, some fine Gravel, little Silt

PL= NP **Atterberg Limits** LL= NV PI= NP

Coefficients

D₉₀= 14.4004 D₈₅= 10.7125 D₆₀= 0.8045
D₅₀= 0.4585 D₃₀= 0.1733 D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO= A-1-b

Test Remarks

Source of Sample: Boring Depth: 9-9.75'
Sample Number: B-102 / S-5B

Sample Date: 01.19.23

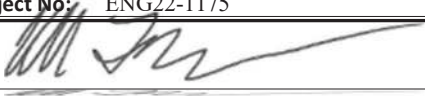
Thielsch Engineering Inc.

Cranston, RI

Client: Weston & Sampson
Project: Grove Street Bridge
Upton, MA
Project No: ENG22-1175

Figure 23-S-153

Tested By: RB / FR

Checked By: 

APPENDIX D

Geotechnical Design Calculations

(Not Included)

APPENDIX E

“Important Information about This Geotechnical-Engineering Report,” by GBA, Inc.

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual site-wide subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



**GEOPROFESSIONAL
BUSINESS
ASSOCIATION**

Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

SECTION 00410
FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

- ☐ a corporation, organized and existing under the laws of the State of _____
- ☐ a partnership
- ☐ a joint venture
- ☐ a limited liability company
- ☐ an individual doing business as _____

*Insert corporation, partnership, joint venture, LLC or individual as applicable.

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

Everyone:

The Bidder, in compliance with your invitation for bids for the construction of the **GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH) BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, as prepared by Weston & Sampson Engineers, Inc., within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be specified in the written "Notice to Proceed" from the Owner, and to fully complete the project within **310 consecutive calendar days** of the date in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of \$1,200 for each

consecutive calendar day thereafter as hereinafter provided in the Liquidated Damages provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

Grove Street Bridge over Center Brook Bridge No. U-01-004 (CRH) Bridge Replacement & Bridge No. U-01-004 (CRJ) Pedestrian Bridge
Form of General Bid

Page 1 of 8

ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT
100.5	ELECTRICAL WORK	1	LS		\$	\$
101	CLEARING AND GRUBBING	0.10	A		\$	\$
103	TREE REMOVED - DIAMETER UNDER 24 INCHES	2	EA		\$	\$
115.1	DEMOLITION OF BRIDGE NO. U-01-004 (CRH)	1	LS		\$	\$
120.1	UNCLASSIFIED EXCAVATION	350	CY		\$	\$
123	MUCK EXCAVATION	70	CY		\$	\$
140	BRIDGE EXCAVATION	550	CY		\$	\$
141.1	TEST PIT FOR EXPLORATION	10	CY		\$	\$
142	CLASS B TRENCH EXCAVATION	30	CY		\$	\$
144	CLASS B ROCK EXCAVATION	55	CY		\$	\$

Page 2 of 8							
ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT	
146	DRAINAGE STRUCTURE REMOVED	1	EA		\$	\$	
151	GRAVEL BORROW	220	CY		\$	\$	
151.2	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES	380	CY		\$	\$	
153.1	CONTROLLED DENSITY FILL - NON- EXCAVATABLE	5	CY		\$	\$	
156	CRUSHED STONE	20	TON		\$	\$	
156.1	CRUSHED STONE FOR BRIDGE FOUNDATIONS	65	TON		\$	\$	
170	FINE GRADING AND COMPACTING	860	SY		\$	\$	
180.01	ENVIRONMENTAL HEALTH AND SAFETY PROGRAM	1	LS		\$	\$	
181.11	DISPOSAL OF UNREGULATED SOIL	100	TON		\$	\$	
181.12	DISPOSAL OF REGULATED SOIL - IN- STATE FACILITY	100	TON		\$	\$	
181.13	DISPOSAL OF REGULATED SOIL - OUT-OF-STATE FACILITY	100	TON		\$	\$	

Page 3 of 8						
ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT
182.1	INSPECTION AND TESTING FOR ASBESTOS	1	LS		\$	\$
182.2	REMOVAL OF ASBESTOS	5	FT		\$	\$
201	CATCH BASIN	1	EA		\$	\$
203	SPECIAL MANHOLE	2	EA		\$	\$
221	FRAME AND COVER	2	EA		\$	\$
222	FRAME AND GRATE - MASSDOT BAR TYPE	1	EA		\$	\$
227.4	MASONRY PLUG	1	SF		\$	\$
241.12	12 INCH REINFORCED CONCRETE PIPE	35	FT		\$	\$
241.48	48 INCH REINFORCED CONCRETE PIPE	30	FT		\$	\$
242.12	12 INCH REINFORCED CONCRETE PIPE FLARED END	1	EA		\$	\$
271.12	12 INCH AND UNDER PIPE REMOVED AND STACKED	95	FT		\$	\$

Page 4 of 8						
ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT
303.08	8 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	125	FT		\$	\$
325.18	18 INCH STEEL PIPE CASING FOR WATER PIPE	30	FT		\$	\$
350.08	8 INCH GATE AND GATE BOX	2	EA		\$	\$
371.08	18 INCH COUPLING	2	EA		\$	\$
373.08	8 INCH WATER PIPE INSULATION	50	FT		\$	\$
402.	DENSE GRADED CRUSHED STONE FOR SUB-BASE	65	CY		\$	\$
415.3	PAVEMENT MICRO MILLING	155	SY		\$	\$
440	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	1005	LB		\$	\$
443	WATER FOR ROADWAY DUST CONTROL	2	MGL		\$	\$
450.32	SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0)	80	TON		\$	\$
450.60	SUPERPAVE BRIDGE SURFACE COURSE - 9.5 (SSC-B - 9.5)	60	TON		\$	\$

Page 5 of 8						
ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT
450.70	SUPERPAVE BRIDGE PROTECTIVE COURSE - 9.5 (SPC-B - 9.5)	6	TON		\$	\$
452	ASPHALT EMULSION FOR TACK COAT	90	GAL		\$	\$
453	HMA JOINT SEAL	490	FT		\$	\$
482.3	SAWCUTTING ASPHALT PAVEMENT	300	FT		\$	\$
504	GRANITE CURB TYPE VA4 - STRAIGHT	25	FT		\$	\$
509	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS	15	FT		\$	\$
620.13	GUARDRAIL, TL-3 (SINGLE FACED)	85	FT		\$	\$
657	TEMPORARY FENCE	200	FT		\$	\$
691	BALANCE STONE WALL REMOVED AND REBUILT	10	FT		\$	\$
697.1	SILT SACK	2	EA		\$	\$
697.2	FLOATING SILT FENCE	15	FT		\$	\$

Page 6 of 8						
ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT
698.4	GEOTEXTILE FABRIC FOR PERMANENT EROSION CONTROL	160	SY		\$	\$
702	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY	70	TON		\$	\$
710.5	CONCRETE BOUND	8	EA		\$	\$
711	BOUND REMOVED AND RESET	1	EA		\$	\$
748	MOBILIZATION	1	LS		\$	\$
751	LOAM FOR ROADSIDES	15	CY		\$	\$
765	SEEDING	90	SY		\$	\$
765.416	NEW ENGLAND ROADSIDE UPLAND SEED MIX	5	LB		\$	\$
767.121	SEDIMENT CONTROL BARRIER	100	FT		\$	\$
767.8	BALES OF HAY FOR EROSION CONTROL	110	EA		\$	\$
772.991	CEDAR-EASTERN RED 1 INCH CALIPER	2	EA		\$	\$

Page 7 of 8						
ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT
776.591	MAPLE-RED 1 INCH CALIPER	3	EA		\$	\$
777.241	OAK-SCARLET 1 INCH CALIPER	2	EA		\$	\$
777.991	BLACKGUM- 1 INCH CALIPER	4	EA		\$	\$
799.999	SASSAFRAS- 1 INCH CALIPER	1	EA		\$	\$
852	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	440	SF		\$	\$
853.1	PORTABLE BREAKAWAY BARRICADE TYPE III	6	EA		\$	\$
853.2	TEMPORARY BARRIER (TL-2)	40	FT		\$	\$
856.12	PORTABLE CHANGEABLE MESSAGE SIGN	240	DAY		\$	\$
860.106	6 INCH REFLECTORIZED WHITE LINE (PAINTED)	50	FT		\$	\$
861.106	6 INCH REFLECTORIZED YELLOW LINE (PAINTED)	250	FT		\$	\$
874.2	TRAFFIC SIGN REMOVED AND RESET	3	EA		\$	\$

Page 8 of 8						
ITEM NO.	ITEM OF WORK	EST. QTY	UNIT	UNIT PRICE (WORDS)*	UNIT PRICE FIGURE	AMOUNT
874.4	TRAFFIC SIGN REMOVED AND STACKED	2	EA		\$	\$
970	BITUMINOUS DAMPPROOFING	1230	SF		\$	\$
983	DUMPED RIPRAP	30	TON		\$	\$
991.1	CONTROL OF WATER - STRUCTURE NO. U-01-004	1	LS		\$	\$
992.33	TEMPORARY SUPPORT FOR UTILITIES	1	LS		\$	\$
992.34	CONDUIT BANK TEMPORARY SUPPORT	1	LS		\$	\$
995.01	BRIDGE STRUCTURE, BRIDGE NO. U-01-004 (CRH)	1	LS		\$	\$
995.02	BRIDGE STRUCTURE, BRIDGE NO. U-01-004 (CRH) PEDESTRIAN	1	LS		\$	\$
997	MATERIALS TESTING	1	LS	Twelve Thousand Dollars and No Cents	\$12,000	\$12,000
999.3	UNIFORMED TRAFFIC/SAFETY PATROLMEN	1	LS	Five Thousand Dollars and No Cents	\$5,000	\$5,000
			TOTAL:			

*The bidder is requested to fill in the "Amount." In case of discrepancy the "Unit Price Bid" written in words shall govern.

TOTAL OF BID

The proposed contract price for all Bid Items is:

_____ Dollars and _____ Cents (\$_____).

All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy between the prices written in words and those written in figures, the amount shown in words shall govern. In the event there is a discrepancy between the unit prices and the total sum of all of the items (the proposed contract price), the unit prices shall govern.

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

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

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

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00520 AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00200 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00610 PERFORMANCE BOND, Section 00615 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

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

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

(Attach a supplementary list if necessary)

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

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.					
b.					
c.					
d.					
e.					
f.					

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Minority/Woman Business Enterprise as required under these contract provisions. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

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

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

Respectfully submitted:

Date _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the _____, hereinafter called "OWNER," acting herein through its _____, and doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)* located in the (City) (Town)* of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH)
BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE**

hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within **310** consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of **\$1,200.00** for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that

employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

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 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, 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 contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

_____, Town of Upton, Massachusetts
(Owner)

By _____
(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the _____ Town of Upton _____ has _____ been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE

I, _____, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

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

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Contractor

Date

Printed name of authorized representative of Contractor

Contractor's Certification (Continued)

CERTIFICATE OF NON-COLLUSION

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

Signature_____

Date_____

Print Name & Title

Company Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____

Name of individual

Name of contractor

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

LABOR HARMONY AND OSHA TRAINING REQUIREMENTS

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work and that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature_____

Date_____

Print Name & Title

Company Name

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and _____

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

END OF SECTION

SECTION 00610

PERFORMANCE BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, LLC or Individual)

_____ of _____, State of _____
(Surety) (City)

hereinafter called the "Surety" and licensed by the **State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts**, are held and firmly bound to the Town of Upton, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars and _____ Cents (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has entered into a certain contract with the Owner (the "Construction Contract"), dated the _____ day of _____, 20____, for the construction described as follows:

**GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004
(CRH) BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN
BRIDGE**

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

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for

the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By _____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By _____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

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

END OF SECTION

SECTION 00615

PAYMENT BOND

KNOW EVERYONE BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)
_____ of _____, State of _____
(Surety) (Town) (State)
hereinafter called the "Surety" and duly authorized to do business under the laws of _____,
(Name of State)
are held and firmly bound to the Town of Upton, Massachusetts hereinafter called "Owner,"
in the penal sum of _____ Dollars and
_____ Cents (\$ _____) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
, a copy of which is hereto attached and made a part hereof for the construction described as
follows:

**GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH)
BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
work, and all insurance premiums on said work, and for all labor, performed in such work whether
by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract or to
the work to be performed thereunder or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of this contract or to the work or to the specifications.
The Surety Company providing the bond shall have a rating of A or better within the Best Key
Rating Guide.

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

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

_____	_____
Principal	Witness as to Principal Signature
By _____	_____
Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

ATTEST:

_____	_____
Surety	Witness as to Surety Signature
By _____	_____
Attorney-in-Fact Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

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

END OF SECTION

SECTION 00700

GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. 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).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

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

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.22 of the General Conditions, "Engineer", and insert the following in their place:

"The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

ARTICLE 2. PRELIMINARY MATTERS

SC-2.02

Delete paragraph 2.02A of the General Conditions in its entirety.

SC-2.03

Delete paragraph 2.03 A.3 of the General Conditions and replace with the following:

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

SC-2.05

Delete paragraph 2.05 A.3 of the General Conditions and replace with the following:

3. Contractor's Schedule of Values for Lump Sum Items will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Lump Sum Price to the component parts of the Work associated with the Lump Sum Item."

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

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

SC-3.03

Delete the last phrase of paragraph 3.03 A.3 of the General Conditions starting with "had", and substitute the following:

"knew or reasonably should have known thereof."

ARTICLE 4. COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01

Add a new paragraph immediately after paragraph 4.01A of the General Conditions which is to read as follows:

"B. Notwithstanding the time limitations provided in paragraph 4.01A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents."

SC-4.03

Add a new paragraph immediately after paragraph 4.03A of the General Conditions which is to read as follows:

"B. Engineer may check the lines, elevations and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for construction of the entire Work in accordance with the Contract Documents. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

SC-4.04

Add the following paragraph after paragraph 4.04B of the General Conditions:

- "C. The Contractor's resident superintendent shall attend weekly progress meetings at the site of the work with the Engineer and others as appropriate to review schedule status and such other pertinent subjects as may be listed on the agenda by the Engineer."

SC-4.05

Delete Article 4.05A in its entirety and replace with the following:

- "A. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement or performance of any of the work or any delay or suspension of any portion of the work, whether such delay is caused by the Owner, the Engineer, or otherwise except as provided for within the prevailing statutes. 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 the Contract Documents. The Contractor will under no circumstances be eligible for additional compensation on account of any delay even if an extension of time is granted by the Owner.

Add the following to the paragraph that follows 4.05E.5:

- " Accumulating the amount of time required to complete a series of additional work items or delays and adding this time to the original Contract Time will not be considered justification for an extension of time. To justify an extension of Contract Time, the Contractor must prove clearly and convincingly that the critical path for construction has been impacted by circumstances beyond the control of the Contractor and that the CPM schedule cannot be revised to eliminate the need for the requested time extension."

Add the following new paragraphs after paragraph 4.05G of the General Conditions:

"4.06 Liquidated Damages:

- A. If the Contractor shall neglect, fail or refuse to complete the work within the time 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 the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the Owner from progress payments or any amounts owing to the Contractor, or otherwise collected.
- B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme 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 retained from time to time by the Owner from current periodical estimates.

- C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages of any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 1) to any preference, priority or allocation order duly issued by the Government;
 - 2) to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - 3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;
- D. Provided, further, that the Contractor shall, within thirty (30) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter."

ARTICLE 5. SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03

Delete the term "Supplementary Conditions" of paragraph 5.03A of the General Conditions and replace it with "Contract Documents".

Delete the term "Supplementary Conditions" of paragraph 5.03C line 2 of the General Conditions and replace it with "Contract Documents".

SC-5.05

Delete the following words from line 3 of paragraph 5.05 F.1 of the General Conditions:

"...or was not shown or indicated with reasonable accuracy"

SC-5.06

Delete the term “Supplementary Conditions” in paragraph 5.06A of the General Conditions and replace it with “Contract Documents”.

Add the following sentences at the end of paragraph 5.06A of the General Conditions:

"Responsibilities of the Contractor with regard to removal and disposal of hazardous materials and substances on the project are described in detail in these Contract Documents. The Contractor, who may act as Owner's agent, and all Subcontractors are responsible to transport all hazardous materials and to handle and dispose of all such material in accordance with local, state and federal regulations and will ensure proper material disposal at a facility licensed to receive such material."

Add the following to the first sentence of paragraph 5.06C:

“or unless Contractor caused or contributed to such Hazardous Environmental Condition.”

ARTICLE 6. BONDS AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the Owner in accordance with the schedule for submittal of Bonds and Agreements.
2. Additionally, refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.01 B of the General Conditions.

SC-6.01

Insert these sentences following SC-6.01.A of the General Conditions:

“The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The CONTRACTOR shall pay the premiums for such Bonds.”

SC-6.02

Add the following paragraph to paragraph 6.02N:

“The Contractor shall immediately stop work on the Project and shall not resume work until the Contractor provides evidence, to the Owner and Engineer, in the form of an acceptable insurance

certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project.”

SC-6.03

Add the following paragraphs to SC-6.03B of the General Conditions:

- “6. If the aggregate limits of liability indicated in Contractor's insurance provided in accordance with paragraph 6.03 are not sufficient to cover all claims for damages arising from its operations under this Contract and from any other work performed by it or if the commercial general liability insurance policy of insurance does not provide that the general aggregate limits apply on a per project and per location basis, Contractor shall have the policy amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract.
7. Include by endorsement that the insurer shall waive all rights of subrogation in favor of the Owner, Engineer and any other party named in the written contract against whom the insurer must agree to waive rights of subrogation.”

Insert “railroad protective liability” in line 2 of paragraph 6.03C.

Insert “except employer’s liability” after the word “insureds” in line 1 of paragraph 6.03C.1.

Add the following paragraphs after 6.03C:

- “D. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Jones Act	
Bodily injury by accident—each accident	N/A
Bodily injury by disease—aggregate	N/A
Employer’s Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000

Workers' Compensation and Related Policies	Policy limits of not less than:
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	N/A

E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10, CG 20 33 and CG 20 37 or insurer's endorsement offering similar coverage. If Contractor demonstrates to Owner that the specified ISO

endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 or insurer's endorsement offering similar coverage.

8. Independent Contractors Coverage.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limits equivalent to those required in paragraph 6.03 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$2,000,000
General Aggregate	\$2,000,000

- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- N. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	N/A
Aggregate	N/A

- O. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$500,000
General Aggregate	\$1,000,000

SC-6.05

Amend the last sentence of paragraph 6.05A of the General Conditions by striking out the words "held by Owner or Contractor as trustee or fiduciary, or."

SC-6.07

Add the following paragraph 6.07 after paragraph 6.06 of the General Conditions:

"6.07 Owner's Objections to Contractor's Insurance Coverage

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Article 6 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within thirty days of the date of delivery of such certificates to Owner in accordance with paragraph 6.02D. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

SC-7.02

Delete paragraph 7.02B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the Contractor shall employ a full-time construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the Contractor's payroll. If at any time during the Work the representative is deemed by the Engineer to be no longer acceptable, the representative shall be promptly replaced by the Contractor. All communications to the superintendent or foreman shall be as binding as if given to the Contractor."

SC-7.08

Delete the second sentence in paragraph 7.08A of the General Conditions.

SC-7.13

In line 3 of paragraph 7.13G of the General Conditions change "Supplementary Conditions" to "Contract Documents".

SC-7.16

In paragraph 7.16C.1 of the General Conditions, delete the word "timely" from the first line.

In paragraph 7.16E.1.b of the General Conditions, delete the word “timely” from the first line.

SC-7.18

Change the phrase “negligent act or omission” to “negligent or wrongful act or omission” in line 11 of paragraph 7.18A of the General Conditions.

Add the following to the end of paragraph 7.18A of the General Conditions:

“The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the Contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph.”

ARTICLE 9. OWNER'S RESPONSIBILITIES

SC-9.02

Delete the phrase “provided Contractor makes no reasonable objection to the replacement engineer” in paragraph 9.02A of the General Conditions.

SC-9.06

Delete paragraph 9.06A of the General Conditions in its entirety.

SC-9.09

Insert the following after the first sentence of paragraph 9.09A of the General Conditions:

“However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

ARTICLE 10. ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01

Add a new paragraph 10.01B after paragraph 10.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or Subcontractors, or (3) between any person or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of

obligations under the Contract Documents intended to facilitate performance of the Engineer's duties."

SC-10.02

Insert the following at the end of paragraph 10.02B of the General Conditions:

"However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

SC-10.03

Delete the last sentence of paragraph 10.03B.

SC-10.07

Insert the following after the first sentence of paragraph 10.07B of the General Conditions:

"However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

ARTICLE 13. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

Delete Article 13 of the General Conditions in its entirety and replace with the following:

"A. The unit price of an item of Unit Price work shall be subject to reevaluation and adjustment under the following conditions:

- (1) If the total extended bid price [Estimated Quantity times the Bid Unit Price] of a particular item of Unit Price Work amounts to 5 percent or more of the Original Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. If Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner shall be entitled to an adjustment in the unit price in an amount determined by the Engineer. Engineer shall not be liable in connection with any determination relating to adjustments which is rendered in good faith."

ARTICLE 14. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.03

Delete the word “Prompt” at the beginning of paragraph 14.03C of the General Conditions.

SC-14.07

Revise paragraph 14.07A of the General Conditions as follows:

- A. Delete the word “seven” and replace it with the word “ten” so that it reads “after ten days’ written notice to Contractor.”

ARTICLE 15. PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01

Add the following sentence to the end of the paragraph 15.01A:

“Acceptable form of Application for Payment shall be AIA Document G702 - Application and Certificate for Payment.”

Delete paragraph 15.01B.4 of the General Conditions and insert the following in its place:

- "4. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Delete the word “immediate” from line 2 of subparagraph 15.01E.2 of the General Conditions.

Delete subparagraph 15.01E.3 of the General Conditions in its entirety.

SC-15.02

Delete paragraph 15.02A in its entirety and insert the following in its place:

- "A. Contractor warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than at the time of Application for Payment free and clear of all liens. Contractor shall provide written transfer of title and a certified paid invoice provided by the supplier."

SC-15.03

Delete the third sentence of paragraph 15.03C of the General conditions and replace it with the following:

“Owner shall review the preliminary certificate and make written objection to Engineer as to any provisions of the certificate or attached punch list.”

In the same paragraph, delete the phrase “within 14 days after submission of the preliminary certificate to Owner” in the fourth sentence; delete the phrase “within said 14 days” in the fifth sentence.

SC-15.06

Delete from lines 5 and 6 of paragraph 15.06B of the General Conditions the phrase “within 10 days after receipt of the final Application for Payment,” in the first sentence.

SC-15.08

Delete paragraph 15.08A of the General Conditions and insert the following in its place:

“A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If Contractor does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk, loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.”

ARTICLE 16. SUSPENSION OF WORK AND TERMINATION

SC-16.02

Add a new paragraph immediately after paragraph 16.02 A.4 of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of Owner, or if the contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified."

ARTICLE 18. MISCELLANEOUS

SC-18.08

Replace paragraph 18.08A with the following:

“A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the Owner of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the Owner's prior written consent. Such consent shall not be unreasonably withheld. In case the Contractor assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.”

SC-18.11, 18.12, 18.13, 18.14

Add the following new paragraphs after paragraph 18.10 of the General Conditions:

“18.11 Liability

It is understood and agreed that members of the Owner or any agent or employees of the Owner signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

18.12 State Statutes and Regulations

See Section 00830 of these Specifications for further modifications of the General Conditions due to state statutes and regulations.

18.13 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

“18.14 Special Requirements for Hazardous Waste Contracts

This project is subject to all of the Safety and Health Regulations (CFR 29 Parts 1926, and all subsequent amendments as promulgated by the U.S. Department of Labor on June 24, 1974) and to OSHA's regulations CFR 29 Part 1910.120 regarding Hazardous Waste Operations and Emergency Response. Contractor shall be familiar with these requirements.

1. The Contractor shall submit a complete Health and Safety Plan to the Engineer prior to initiating work at the site. The Health and Safety plan shall be prepared by a Certified Industrial Hygienist and shall contain at a minimum but not be limited to, a description of an on-site contamination reduction zone and decontamination procedures and a description of

the on-site exclusion zone where the minimum level of personnel protection shall be level "C."

2. The Contractor shall provide verification to the Engineer that all its employees who participate in activities with the potential for exposure to hazardous substances have completed a training program which compiles with OSHA Regulations 29 CFR 1910.120.
3. Contractor's responsibility shall include the obligation to make certain that all vehicles, equipment, machinery, tools, appliances, protective clothing and devices leaving the site are free of Hazardous Materials and Substances. Transport vehicles carrying Hazardous Materials and Substances shall be exempt from this requirement only to the extent of the material-carrying portions of the vehicle.
4. The Contractor shall designate a representative who shall be competent to enforce environmental site safety requirements with respect to safety of persons and property, both on-site and off-site from pollution or contamination injuries or damages. This person shall have the right to limit access to the site to persons who acknowledge and agree to conform to the rules of the site concerning environmental safety and to carry out the instructions of the site safety supervisor as and when given.
5. The Contractor shall carry insurance to cover claims arising out of services related to hazardous waste, with limits as specified under 6.03F, SECTION 00800, SUPPLEMENTARY CONDITIONS of these Specifications."

END OF SECTION

SECTION 00830

STATE STATUTES AND REGULATIONS COMMONWEALTH OF MASSACHUSETTS

A. REVISIONS TO GENERAL CONDITIONS

1. Definitions
2. Subsurface Conditions Found Different
3. Proprietary Specifications
4. Substitutions and “Or Equals” – Contractor’s Expense
5. Subcontracting
6. Permits
7. Massachusetts Sales and Use Tax
8. Contractor Records
9. Engineer’s Decisions on Requirements of Contract Documents and Acceptability of Work
10. Change of Contract Price
11. Payments
12. Suspension of Work and Termination
13. Special Requirements for Hazardous Wastes Contracts
14. Labor Classifications and Prevailing Wage Rates
15. Contractor’s Surety

B. OTHER REGULATORY REQUIREMENTS

1. Working Hours
2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
3. DEP Community Sound Level Criteria
4. OSHA 10 Hour Certification Requirements

ATTACHMENT A – Prevailing Wage Rates

ATTACHMENT B

Excerpts from Chapter 149, Chapter 30 and Chapter 82 of the Massachusetts General Law

ATTACHMENT C1

The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity
Anti-Discrimination and Affirmative Action Program

ATTACHMENT D

Change Orders

A. REVISIONS TO GENERAL CONDITIONS:

1. Definitions

The term "Awarding Authority," as used herein, shall be considered to be synonymous with the term "Owner," described in definition 1.01 A.30.

Delete definition 1.01 A.42 entitled "Substantial Completion" in the General Conditions in its entirety and insert the following in its place:

"Substantial Completion shall be interpreted in accordance with Massachusetts General Law (MGL) c. 30, §39G or 39K as appropriate."

2. Subsurface Conditions Found Different

Add the following sentence to the end of paragraph 5.04A of the General Conditions:

"...to do so. Adjustments resulting from subsurface or latent physical conditions will be in accordance with MGL c. 30, §39N."

3. Proprietary Specifications

Revise the third sentence of Paragraph 7.05A of the General Conditions to read as follows:

"Unless the specification indicates that a proprietary item is called for, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below, and in accordance with MGL c. 30, §39M."

4. Substitutions and "Or Equals" – Contractor's Expense

Insert the following at the beginning of Paragraphs 7.05B and 7.06E of the General Conditions:

“Except as required by and indicated in the specifications and contract documents pursuant to MGL. c. 149, §44F,”.

5. Subcontracting

Add the following language at the end of paragraph 7.06J of the General Conditions:

", except as required otherwise by MGL c. 149, §44F, for Work governed by MGL c. 149, §44A through 44H.”

6. Permits

Delete paragraph 7.09A of the General Conditions in its entirety and insert the following in its place:

"A. Unless otherwise provided for in Section 00890 PERMITS, the Awarding Authority shall be responsible for identifying and obtaining all federal, state, and local permits required by the nature and location of construction, including but not limited to railroad permits, building construction permits, and permits for street and highway cuts and openings. Contractor shall be responsible for obtaining all permits required of its equipment, work force, or particular operations (such as blasting) in the performance of the Work and not otherwise specified to be obtained by the Awarding Authority. These permit fees shall be paid by Contractor. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of bids, or, if there are no Bids, on the Effective Date of the Agreement."

7. Massachusetts Sales and Use Tax

Add the following paragraph after paragraph 7.10A of the General Conditions:

"B. The materials and supplies to be used by the Contractor in the Work of this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Awarding Authority tax exemption certificate number will be furnished to the Contractor."

8. Contractor Records

Add a new paragraph immediately after paragraph 7.11C of the General Conditions, which is to read as follows:

"D. The Contractor shall comply with all applicable provisions Chapter 30, Section 39R of the Massachusetts General Laws regarding, Contractor's records."

9. Engineer's Decisions on Requirements of Contract Documents and Acceptability of Work

Add the following language at the end of paragraph 10.06A of the General Conditions:

"The Engineer's interpretation will be made in accordance with the requirements of MGL c. 30, §39P."

10. Change of Contract Price

Delete paragraphs 11.07, 13.01, 13.02 and 13.03 of the General Conditions, having to do with Change of Contract Price. Changes in contract price will be governed by the section called "Change Orders," in Attachment D, Section 00830 and Article 13 in the Supplementary Conditions.

11. Payments

Add the following paragraph after Paragraph 15.01B.4 of the General Conditions:

"5. The Contractor shall submit Weekly Payroll Records Report and Statement of Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL c. 149, §26-27H. These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply."

Delete paragraph 15.01C.1 of the General Conditions in its entirety and insert the following in its place:

"1. Progress Payments will be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Delete paragraph 15.01D.1 of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

Add the following new paragraph following paragraph 15.01D.1 of the General Conditions:

"2. The Contractor shall make payments to Subcontractors in accordance with the requirements of MGL c. 30, §39F."

Delete paragraph 15.06B of the General Conditions in its entirety and insert the following in its place:

"Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of the Engineer's observation of the Work during construction and final inspection and, upon the Engineer's review of the final Application for Payment and accompanying documentation, the Engineer is satisfied that the Work has been completed and that the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will indicate in writing its recommendation of payment and present the Application to the Awarding Authority for payment. Thereupon the Engineer will give written notice to the Awarding Authority and the Contractor that the Work is acceptable subject to the provisions of paragraph 15.07. Otherwise, the Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment. In such case the Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the Awarding Authority shall in accordance with the applicable provisions of the Massachusetts General Laws, make payment to the Contractor."

Delete paragraph 15.06E of the General Conditions in its entirety and replace it with the following:

"1. Payment shall be made in accordance with MGL c. 30, §39G, or §39K, as applicable."

12. Suspension of Work and Termination

Delete paragraph 16.01A of the General Conditions in its entirety and insert the following in its place:

"A. The Awarding Authority may order, at any time and without cause, the Contractor to suspend or delay the Work in accordance with MGL c. 30, §39O."

13. Special Requirements for Hazardous Wastes Contracts

Add the following at the end of the first sentence of Paragraph 18.14 of the General Conditions:

“, and to the “Rules and Regulations for the Prevention of Accidents in Construction Operations Chapter 454 CMR (Code of Massachusetts Regulations) 10.00 et seq.”

14. Labor Classifications and Prevailing Wage Rates

Add the following paragraphs under the heading "Prevailing Wage Rates" after paragraph 18.14 of the Supplementary Conditions:

"18.15 Prevailing Wage Rates

- A. Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of MGL c. 149, §26-27H apply to this project. A copy of the wage schedule is included in Attachment A of Section 00830. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the Director. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Awarding Authority of its intention to employ persons in trades or occupations not classified in the wage determinations as soon as possible in order to allow sufficient time for the Awarding Authority to obtain approved rates for such trades or occupations.
- B. The schedule of wages referred to above are minimum rates only, and the Awarding Authority will not consider any claims for additional compensation made by Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in the Contract.
- C. The said schedule of wages shall continue to be the minimum rates to be paid during the life of this Agreement, except in the case of the duration of this Agreement exceeding one year, when the Contractor will be responsible for requesting and obtaining updated prevailing wage rates from the Owner before the one-year anniversary of the project's start date, and a legible copy of said schedule shall be kept posted in a conspicuous place at the site of the Work.
- D. Contractor and subcontractors shall submit a copy of weekly payroll records to the Awarding Authority and the Awarding Authority shall retain the records for a minimum of three years."

15. Contractor's Surety

Add the following sentences at the end of paragraph 6.01A:

"The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The Contractor shall pay the premiums for such Bonds."

B. OTHER REGULATORY REQUIREMENTS:

1. Working Hours

No laborer, workman, mechanic, foreman, or inspector, working within the Commonwealth, in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.

2. Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program.

The Contractor shall abide by the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, which is attached in its entirety on pages 00830 – ATT. C1.

3. DEP Community Sound Level Criteria

The Community Sound Level Criteria as established by the Commonwealth of Massachusetts' Department of Environmental Protection (DEP) must be conformed to prior to the Awarding Authority's acceptance of the structure. The following sound level criteria must be met at the construction site:

- A. The increase in the broadband noise level shall not be in excess of ten (10) dB(A) above ambient at the station boundary. The ambient level is defined as the A-weighted noise level that is exceeded ninety (90) percent of the time measured during the period in question.
- B. The primary noise source(s) shall not produce a puretone condition. Puretone is any given octave band center frequency that exceeds the two adjacent center frequencies by three (3) or more decibels.

4. OSHA 10 Hour Certification Requirements

All employees of the Contractor who work at the jobsite must have received OSHA 10 Hour safety training, and have proof, at the jobsite, of being certified by OSHA as having received the training. The Contractor must provide written proof (copy of OSHA card each employee is required to carry is preferred) of this certification for every employee with submission of the first certified payroll report for each employee.

END OF SECTION

SECTION 00830

ATTACHMENT A

PREVAILING WAGE RATES

PREVAILING WAGE RATES
OF THE
STATE OF MASSACHUSETTS



**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: Upton **City/Town:** UPTON
Contract Number:
Description of Work: Demolition of existing concrete bridge, cast-in-place concrete spread footings and pedestals, three-sided precast concrete frames and wingwalls, steel bridge railing, guardrail, excavation support, roadway reconstruct
Job Location: 8 Grove Street, Upton, MA 01568

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 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							
ASPHALT RAKER	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BOILER MAKER Effective Date: 1/1/2024							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10
Apprentice to Journeyworker Ratio: 1:4							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	\$65.81	\$12.84	\$15.57	\$7.33	\$0.00	\$101.55
BRICKLAYERS LOCAL 3	8/1/2026	\$68.01	\$12.84	\$15.57	\$7.33	\$0.00	\$103.75
BRICKLAYERS LOCAL 3 (WORCESTER)	2/1/2027	\$69.41	\$12.84	\$15.57	\$7.33	\$0.00	\$105.15
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) Effective Date: 2/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$12.84	\$15.57	\$7.33	\$0.00	\$68.65
2	60.00	\$39.49	\$12.84	\$15.57	\$7.33	\$0.00	\$75.23
3	70.00	\$46.07	\$12.84	\$15.57	\$7.33	\$0.00	\$81.81
4	80.00	\$52.65	\$12.84	\$15.57	\$7.33	\$0.00	\$88.39
5	90.00	\$59.23	\$12.84	\$15.57	\$7.33	\$0.00	\$94.97
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) Effective Date: 8/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.01	\$12.84	\$15.57	\$7.33	\$0.00	\$69.75
2	60.00	\$40.81	\$12.84	\$15.57	\$7.33	\$0.00	\$76.55
3	70.00	\$47.61	\$12.84	\$15.57	\$7.33	\$0.00	\$83.35
4	80.00	\$54.41	\$12.84	\$15.57	\$7.33	\$0.00	\$90.15
5	90.00	\$61.21	\$12.84	\$15.57	\$7.33	\$0.00	\$96.95
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
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
	12/1/2026	\$52.15	\$10.65	\$9.75	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2026	\$50.85	\$11.08	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS	9/1/2026	\$52.10	\$11.08	\$11.47	\$8.50	\$0.00	\$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	\$53.35	\$11.08	\$11.47	\$8.50	\$0.00	\$84.40

Apprentice: CARPENTER**Effective Date: 3/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
2	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
3	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
4	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
5	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
6	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
7	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00
8	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00

Apprentice: CARPENTER**Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
2	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
3	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
4	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
5	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
6	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
7	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00
8	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/1/2025	\$27.37	\$7.38	\$4.47	\$1.00	\$0.00	\$40.22
CARPENTERS	10/1/2026	\$28.47	\$7.38	\$4.47	\$1.00	\$0.00	\$41.32
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08
7	85.00	\$23.26	\$7.38	\$3.80	\$1.00	\$0.00	\$35.44
8	90.00	\$24.63	\$7.38	\$3.80	\$1.00	\$0.00	\$36.81

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
2	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
3	65.00	\$18.51	\$7.38	\$0.00	\$1.00	\$0.00	\$26.89
4	70.00	\$19.93	\$7.38	\$0.00	\$1.00	\$0.00	\$28.31
5	75.00	\$21.35	\$7.38	\$3.80	\$1.00	\$0.00	\$33.53
6	80.00	\$22.78	\$7.38	\$3.80	\$1.00	\$0.00	\$34.96
7	85.00	\$24.20	\$7.38	\$3.80	\$1.00	\$0.00	\$36.38
8	90.00	\$25.62	\$7.38	\$3.80	\$1.00	\$0.00	\$37.80

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	1/1/2026	\$53.24	\$13.35	\$16.43	\$7.78	\$1.80	\$92.60
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
Plasterers and Cement Masons - Zone 1	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.62	\$13.35	\$16.43	\$0.00	\$0.00	\$56.40
2	60.00	\$31.94	\$13.35	\$16.43	\$7.78	\$1.80	\$71.30
3	65.00	\$34.61	\$13.35	\$16.43	\$7.78	\$1.80	\$73.97
4	70.00	\$37.27	\$13.35	\$16.43	\$7.78	\$1.80	\$76.63

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	75.00	\$39.93	\$13.35	\$16.43	\$7.78	\$1.80	\$79.29
6	80.00	\$42.59	\$13.35	\$16.43	\$7.78	\$1.80	\$81.95
7	90.00	\$47.92	\$13.35	\$16.43	\$0.00	\$0.00	\$77.70
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17
Apprentice to Journeyworker Ratio: 1:5							
CHAIN SAW OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2025	\$59.88	\$16.55	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: DELEADER (BRIDGE) Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29
Apprentice to Journeyworker Ratio: 1:1							
DEMO: ADZEMAN LABORERS LABORERS - ZONE 2	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
	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 LABORERS - ZONE 2	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
	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 LABORERS - ZONE 2	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
	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 LABORERS - ZONE 2	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
	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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 2	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	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 2	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"							
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

Construction

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

Apprentice: ELECTRICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.26	\$14.98	\$0.58	\$0.00	\$0.00	\$34.82
2	45.00	\$21.67	\$14.98	\$0.65	\$0.00	\$0.00	\$37.30
3	48.00	\$23.12	\$14.98	\$13.55	\$2.54	\$0.00	\$54.19
4	55.00	\$26.49	\$14.98	\$13.65	\$2.92	\$0.00	\$58.04
5	65.00	\$31.30	\$14.98	\$13.80	\$3.45	\$0.00	\$63.53
6	80.00	\$38.53	\$14.98	\$14.02	\$4.24	\$0.00	\$71.77

Apprentice: ELECTRICIAN							
Effective Date: 9/6/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.75	\$15.96	\$0.59	\$0.00	\$0.00	\$36.30
2	45.00	\$22.22	\$15.96	\$0.67	\$0.00	\$0.00	\$38.85
3	48.00	\$23.70	\$15.96	\$13.80	\$2.61	\$0.00	\$56.07
4	55.00	\$27.16	\$15.96	\$13.90	\$2.99	\$0.00	\$60.01
5	65.00	\$32.10	\$15.96	\$14.05	\$3.53	\$0.00	\$65.64
6	80.00	\$39.50	\$15.96	\$14.28	\$4.35	\$0.00	\$74.09

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87
ELEVATOR CONSTRUCTORS LOCAL 41							

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.62	\$16.38	\$0.00	\$0.00	\$0.00	\$51.00
2	55.00	\$38.08	\$16.38	\$11.06	\$10.70	\$0.00	\$76.22
3	65.00	\$45.00	\$16.38	\$11.06	\$10.70	\$0.00	\$83.14
4	70.00	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
5	80.00	\$55.38	\$16.38	\$11.06	\$10.70	\$0.00	\$93.52

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$36.12	\$16.48	\$0.00	\$0.00	\$0.00	\$52.60
2	55.00	\$39.73	\$16.48	\$11.16	\$11.00	\$0.00	\$78.37
3	65.00	\$46.95	\$16.48	\$11.16	\$11.00	\$0.00	\$85.59

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2027							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4 70.00		\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
5 80.00		\$57.78	\$16.48	\$11.16	\$11.00	\$0.00	\$96.42
Apprentice to Journeyworker Ratio: 1:1							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
ELEVATOR CONSTRUCTORS LOCAL 41							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIREMAN (ASST. ENGINEER)	12/1/2025	\$47.09	\$16.55	\$13.35	\$3.25	\$0.00	\$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$28.09	\$10.65	\$9.75	\$9.21	\$0.00	\$57.70
LABORERS	6/1/2026	\$29.21	\$10.65	\$9.75	\$9.21	\$0.00	\$58.82

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$29.21	\$10.65	\$9.75	\$9.21	\$0.00	\$58.82

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

FLOORCOVERER	3/1/2024	\$48.93	\$10.33	\$11.47	\$8.80	\$0.00	\$79.53
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER

Effective Date: 3/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.47	\$10.33	\$0.00	\$1.76	\$0.00	\$36.56
2	55.00	\$26.91	\$10.33	\$0.00	\$1.76	\$0.00	\$39.00
3	60.00	\$29.36	\$10.33	\$0.00	\$3.52	\$0.00	\$43.21
4	65.00	\$31.80	\$10.33	\$0.00	\$3.52	\$0.00	\$45.65
5	70.00	\$34.25	\$10.33	\$11.47	\$5.28	\$0.00	\$61.33
6	75.00	\$36.70	\$10.33	\$11.47	\$5.28	\$0.00	\$63.78
7	80.00	\$39.14	\$10.33	\$11.47	\$7.04	\$0.00	\$67.98
8	85.00	\$41.59	\$10.33	\$11.47	\$7.04	\$0.00	\$70.43

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.88	\$0.00	\$44.21
3	60.00	\$29.44	\$10.35	\$0.00	\$7.50	\$0.00	\$47.29
4	65.00	\$31.89	\$10.35	\$0.00	\$8.13	\$0.00	\$50.37
5	70.00	\$34.34	\$10.35	\$12.00	\$8.75	\$0.00	\$65.44

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	75.00	\$36.80	\$10.35	\$12.00	\$9.38	\$0.00	\$68.53
7	80.00	\$39.25	\$10.35	\$12.00	\$10.00	\$0.00	\$71.60
8	90.00	\$44.15	\$10.35	\$12.00	\$11.25	\$0.00	\$77.75
Apprentice to Journeyworker Ratio: 1:1							
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.88	\$0.00	\$0.00	\$0.00	\$0.00	\$32.88
2	60.00	\$35.87	\$16.05	\$13.25	\$3.25	\$0.00	\$68.42
3	65.00	\$38.86	\$16.05	\$13.25	\$3.25	\$0.00	\$71.41
4	70.00	\$41.85	\$16.05	\$13.25	\$3.25	\$0.00	\$74.40
5	75.00	\$44.84	\$16.05	\$13.25	\$3.25	\$0.00	\$77.39
6	80.00	\$47.82	\$16.05	\$13.25	\$3.25	\$0.00	\$80.37
7	85.00	\$50.81	\$16.05	\$13.25	\$3.25	\$0.00	\$83.36
8	90.00	\$53.80	\$16.05	\$13.25	\$3.25	\$0.00	\$86.35
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$13.35	\$3.25	\$0.00	\$69.28
3	65.00	\$38.60	\$17.05	\$13.35	\$3.25	\$0.00	\$72.25
4	70.00	\$41.57	\$17.05	\$13.35	\$3.25	\$0.00	\$75.22
5	75.00	\$44.54	\$17.05	\$13.35	\$3.25	\$0.00	\$78.19
6	80.00	\$47.50	\$17.05	\$13.35	\$3.25	\$0.00	\$81.15
7	85.00	\$50.47	\$17.05	\$13.35	\$3.25	\$0.00	\$84.12
8	90.00	\$53.44	\$17.05	\$13.35	\$3.25	\$0.00	\$87.09
Apprentice to Journeyworker Ratio: 1:6							
HVAC (DUCTWORK)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
PLUMBERS LOCAL 4							
PLUMBERS LOCAL 4							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
PLUMBERS LOCAL 4							
PLUMBERS LOCAL 4							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.11	\$0.00	\$70.73
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.55	\$10.65	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$47.00	\$10.65	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.50	\$10.65	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$50.00	\$10.65	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	12/1/2025	\$41.22	\$10.65	\$9.75	\$9.21	\$0.00	\$70.83
LABORERS	6/1/2026	\$42.66	\$10.65	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.65	\$9.75	\$9.21	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS) Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.69	\$14.75	\$9.27	\$5.05	\$0.00	\$57.76
2	60.00	\$34.43	\$14.75	\$9.32	\$6.05	\$0.00	\$64.55
3	70.00	\$40.17	\$14.75	\$9.37	\$7.06	\$0.00	\$71.35
4	80.00	\$45.90	\$14.75	\$9.42	\$8.07	\$0.00	\$78.14
Apprentice to Journeyworker Ratio: 1:4							
IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (WORCESTER AREA)	9/16/2025	\$57.57	\$9.05	\$12.75	\$14.50	\$0.00	\$93.87

Apprentice: IRONWORKER/WELDER Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.54	\$9.05	\$12.75	\$4.50	\$0.00	\$60.84
2	75.00	\$43.18	\$9.05	\$12.75	\$4.50	\$0.00	\$69.48
3	85.00	\$48.93	\$9.05	\$12.75	\$4.50	\$0.00	\$75.23
Apprentice to Journeyworker Ratio: 1:4							

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

Apprentice: LABORER Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.11	\$0.00	\$53.79
2	70.00	\$29.20	\$10.15	\$9.50	\$9.11	\$0.00	\$57.96
3	80.00	\$33.38	\$10.15	\$9.50	\$9.11	\$0.00	\$62.14
4	90.00	\$37.55	\$10.15	\$9.50	\$9.11	\$0.00	\$66.31
Apprentice: LABORER Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.15	\$10.65	\$9.75	\$9.11	\$0.00	\$54.66
2	70.00	\$29.34	\$10.65	\$9.75	\$9.11	\$0.00	\$58.85
3	80.00	\$33.53	\$10.65	\$9.75	\$9.11	\$0.00	\$63.04
4	90.00	\$37.72	\$10.65	\$9.75	\$9.11	\$0.00	\$67.23
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.21	\$0.00	\$70.08
LABORERS	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.21	\$0.00	\$72.96
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.03	\$10.15	\$9.50	\$9.21	\$0.00	\$53.89
2	70.00	\$29.20	\$10.15	\$9.50	\$9.21	\$0.00	\$58.06
3	80.00	\$33.38	\$10.15	\$9.50	\$9.21	\$0.00	\$62.24
4	90.00	\$37.55	\$10.15	\$9.50	\$9.21	\$0.00	\$66.41
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.15	\$10.65	\$9.75	\$9.21	\$0.00	\$54.76
2	70.00	\$29.34	\$10.65	\$9.75	\$9.21	\$0.00	\$58.95
3	80.00	\$33.53	\$10.65	\$9.75	\$9.21	\$0.00	\$63.14
4	90.00	\$37.72	\$10.65	\$9.75	\$9.10	\$0.00	\$67.22
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
LABORERS	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS LABORERS - ZONE 2	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 2	12/1/2025	\$40.56	\$10.65	\$9.75	\$9.65	\$0.00	\$70.61
	6/1/2026	\$42.00	\$10.65	\$9.75	\$9.65	\$0.00	\$72.05
	12/7/2026	\$43.44	\$10.65	\$9.75	\$9.65	\$0.00	\$73.49
	6/7/2027	\$44.89	\$10.65	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.34	\$10.65	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.84	\$10.65	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.34	\$10.65	\$9.75	\$9.65	\$0.00	\$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 2	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 2	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42
	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER LABORERS	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.11	\$0.00	\$69.98
	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.11	\$0.00	\$71.42

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.80	\$10.65	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.25	\$10.65	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.75	\$10.65	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.25	\$10.65	\$9.75	\$9.11	\$0.00	\$78.76

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

LASER BEAM OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21

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

MARBLE & TILE FINISHERS	2/1/2026	\$52.08	\$12.84	\$15.57	\$5.78	\$0.00	\$86.27
BRICKLAYERS LOCAL 3	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$12.84	\$15.57	\$5.78	\$0.00	\$60.23
2	60.00	\$31.25	\$12.84	\$15.57	\$5.78	\$0.00	\$65.44
3	70.00	\$36.46	\$12.84	\$15.57	\$5.78	\$0.00	\$70.65
4	80.00	\$41.66	\$12.84	\$15.57	\$5.78	\$0.00	\$75.85
5	90.00	\$46.87	\$12.84	\$15.57	\$5.78	\$0.00	\$81.06

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 8/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MARBLE MASONS,TILELAYERS & TERRAZZO MECH	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 - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$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: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
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

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	1/5/2026	\$46.86	\$10.58	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.77	\$10.58	\$0.00	\$5.50	\$0.00	\$41.85
2	65.00	\$30.46	\$10.58	\$0.00	\$6.50	\$0.00	\$47.54
3	75.00	\$35.15	\$10.58	\$11.47	\$7.50	\$0.00	\$64.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MILLWRIGHT (Zone 2) Effective Date: 1/5/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 4	85.00	\$39.83	\$10.58	\$11.47	\$8.50	\$0.00	\$70.38
Apprentice Notes Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
Apprentice to Journeyworker Ratio: 1:4							
MORTAR MIXER	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2025	\$25.08	\$16.55	\$13.35	\$3.25	\$0.00	\$58.23
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)	12/1/2025	\$31.05	\$16.55	\$13.35	\$3.25	\$0.00	\$64.20
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$48.52	\$10.35	\$12.00	\$12.60	\$0.00	\$83.47
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.26	\$10.35	\$0.00	\$0.00	\$0.00	\$34.61
2	55.00	\$26.69	\$10.35	\$0.00	\$6.93	\$0.00	\$43.97
3	60.00	\$29.11	\$10.35	\$0.00	\$7.56	\$0.00	\$47.02
4	65.00	\$31.54	\$10.35	\$0.00	\$8.19	\$0.00	\$50.08
5	70.00	\$33.96	\$10.35	\$12.00	\$8.82	\$0.00	\$65.13
6	75.00	\$36.39	\$10.35	\$12.00	\$9.45	\$0.00	\$68.19
7	80.00	\$38.82	\$10.35	\$12.00	\$10.08	\$0.00	\$71.25
8	90.00	\$43.67	\$10.35	\$12.00	\$11.34	\$0.00	\$77.36

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:1							
PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.93	\$0.00	\$44.26
3	60.00	\$29.44	\$10.35	\$0.00	\$7.56	\$0.00	\$47.35
4	65.00	\$31.89	\$10.35	\$0.00	\$8.19	\$0.00	\$50.43
5	70.00	\$34.34	\$10.35	\$12.00	\$8.82	\$0.00	\$65.51
6	75.00	\$36.80	\$10.35	\$12.00	\$9.45	\$0.00	\$68.60
7	80.00	\$39.25	\$10.35	\$12.00	\$10.08	\$0.00	\$71.68
8	90.00	\$44.15	\$10.35	\$12.00	\$11.34	\$0.00	\$77.84

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$47.12	\$10.35	\$12.00	\$12.60	\$0.00	\$82.07
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.56	\$10.35	\$0.00	\$0.00	\$0.00	\$33.91
2	55.00	\$25.92	\$10.35	\$0.00	\$6.93	\$0.00	\$43.20
3	60.00	\$28.27	\$10.35	\$0.00	\$7.56	\$0.00	\$46.18
4	65.00	\$30.63	\$10.35	\$0.00	\$8.19	\$0.00	\$49.17
5	70.00	\$32.98	\$10.35	\$12.00	\$8.82	\$0.00	\$64.15
6	75.00	\$35.34	\$10.35	\$12.00	\$9.45	\$0.00	\$67.14
7	80.00	\$37.70	\$10.35	\$12.00	\$10.08	\$0.00	\$70.13
8	90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/1/2025	\$40.47	\$10.65	\$9.75	\$9.21	\$0.00	\$70.08
LABORERS	6/1/2026	\$41.91	\$10.65	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.65	\$9.75	\$9.21	\$0.00	\$72.96

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2) For apprentice rates see "Apprentice- PILE DRIVER"	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34

Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.39	\$10.08	\$0.00	\$2.53	\$0.00	\$36.00
2	55.00	\$28.58	\$10.08	\$0.00	\$5.07	\$0.00	\$43.73
3	70.00	\$36.38	\$10.08	\$11.62	\$7.60	\$0.00	\$65.68
4	80.00	\$41.58	\$10.08	\$11.62	\$10.14	\$0.00	\$73.42

Apprentice to Journeyworker Ratio: 1:5

PIPELAYER LABORERS LABORERS - ZONE 2	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER & PIPEFITTER PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77

Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.36	\$13.10	\$0.00	\$0.00	\$0.00	\$35.46
2	50.00	\$27.95	\$13.10	\$0.00	\$0.00	\$0.00	\$41.05
3	60.00	\$33.54	\$13.10	\$0.00	\$0.00	\$0.00	\$46.64
4	70.00	\$39.13	\$13.10	\$0.00	\$8.06	\$0.00	\$60.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBER & PIPEFITTER Effective Date: 3/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	80.00	\$44.72	\$13.10	\$0.00	\$8.06	\$0.00	\$65.88
Apprentice to Journeyworker Ratio: 1:3							
PNEUMATIC CONTROLS (TEMP.) PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 2	12/1/2025	\$41.47	\$10.65	\$9.75	\$9.11	\$0.00	\$70.98
	6/1/2026	\$42.91	\$10.65	\$9.75	\$9.11	\$0.00	\$72.42
	12/1/2026	\$44.35	\$10.65	\$9.75	\$9.11	\$0.00	\$73.86
	6/1/2027	\$45.80	\$10.65	\$9.75	\$9.11	\$0.00	\$75.31
	12/1/2027	\$47.25	\$10.65	\$9.75	\$9.11	\$0.00	\$76.76
	6/1/2028	\$48.75	\$10.65	\$9.75	\$9.11	\$0.00	\$78.26
	12/1/2028	\$50.25	\$10.65	\$9.75	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	\$41.47	\$10.65	\$9.75	\$9.21	\$0.00	\$71.08
	6/1/2026	\$42.91	\$10.65	\$9.75	\$9.21	\$0.00	\$72.52
	12/1/2026	\$44.35	\$10.65	\$9.75	\$9.21	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83
	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2025	\$37.37	\$16.55	\$13.35	\$3.25	\$0.00	\$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

READY-MIX CONCRETE DRIVER TEAMSTERS 170 TEAMSTERS 170 - Dauphinais (Bellingham)	1/1/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$0.00	\$45.01

RECLAIMERS	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23
	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67
	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85
2	60.00	\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73

Apprentice Notes**** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1****Apprentice to Journeyworker Ratio: 1:5**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

Apprentice: SHEETMETAL WORKER

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89
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

Apprentice: SHEETMETAL WORKER

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82

Apprentice to Journeyworker Ratio: 1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1							

Apprentice: SPRINKLER FITTER**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS	2/1/2026	\$66.89	\$12.84	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$12.84	\$15.57	\$8.02	\$0.00	\$69.88
2	60.00	\$40.13	\$12.84	\$15.57	\$8.02	\$0.00	\$76.56
3	70.00	\$46.82	\$12.84	\$15.57	\$8.02	\$0.00	\$83.25
4	80.00	\$53.51	\$12.84	\$15.57	\$8.02	\$0.00	\$89.94

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	90.00	\$60.20	\$12.84	\$15.57	\$8.02	\$0.00	\$96.63
Apprentice: TERRAZZO FINISHERS Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER	12/1/2025	\$51.95	\$10.65	\$9.75	\$9.80	\$0.00	\$82.15
LABORERS	6/1/2026	\$53.50	\$10.65	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	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	12/1/2025	\$48.07	\$10.65	\$9.75	\$9.80	\$0.00	\$78.27
LABORERS	6/1/2026	\$49.62	\$10.65	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.12	\$10.65	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING 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"							
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2025	\$58.02	\$16.55	\$13.35	\$3.25	\$0.00	\$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR	12/1/2025	\$60.18	\$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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	12/1/2025	\$62.18	\$10.65	\$9.75	\$10.25	\$0.00	\$92.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$63.73	\$10.65	\$9.75	\$10.25	\$0.00	\$94.38
	12/1/2026	\$65.23	\$10.65	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	12/1/2025	\$52.25	\$10.65	\$9.75	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$53.80	\$10.65	\$9.75	\$10.25	\$0.00	\$84.45
	12/1/2026	\$55.30	\$10.65	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	12/1/2025	\$54.25	\$10.65	\$9.75	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$55.80	\$10.65	\$9.75	\$10.25	\$0.00	\$86.45
	12/1/2026	\$57.30	\$10.65	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/7/2025	\$36.12	\$14.98	\$13.94	\$3.97	\$0.00	\$69.01
ELECTRICIANS LOCAL 96	9/6/2026	\$37.04	\$15.96	\$14.20	\$4.07	\$0.00	\$71.27
ELECTRICIANS LOCAL 96							

Apprentice: VOICE-DATA-VIDEO TECHNICIAN**Effective Date: 9/7/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.06	\$14.98	\$0.54	\$3.97	\$0.00	\$37.55
2	55.00	\$19.87	\$14.98	\$0.60	\$3.97	\$0.00	\$39.42
3	60.00	\$21.67	\$14.98	\$13.51	\$3.97	\$0.00	\$54.13
4	65.00	\$23.48	\$14.98	\$13.56	\$3.97	\$0.00	\$55.99
5	70.00	\$25.28	\$14.98	\$13.62	\$3.97	\$0.00	\$57.85
6	75.00	\$27.09	\$14.98	\$13.67	\$3.97	\$0.00	\$59.71
7	80.00	\$28.90	\$14.98	\$13.73	\$3.97	\$0.00	\$61.58
8	85.00	\$30.70	\$14.98	\$13.78	\$3.97	\$0.00	\$63.43

Apprentice: VOICE-DATA-VIDEO TECHNICIAN**Effective Date: 9/6/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.52	\$15.96	\$0.56	\$4.07	\$0.00	\$39.11
2	55.00	\$20.37	\$15.96	\$0.61	\$4.07	\$0.00	\$41.01
3	60.00	\$22.22	\$15.96	\$13.76	\$4.07	\$0.00	\$56.01
4	65.00	\$24.08	\$15.96	\$13.81	\$4.07	\$0.00	\$57.92
5	70.00	\$25.93	\$15.96	\$13.87	\$4.07	\$0.00	\$59.83
6	75.00	\$27.78	\$15.96	\$13.92	\$4.07	\$0.00	\$61.73
7	80.00	\$29.63	\$15.96	\$13.98	\$4.07	\$0.00	\$63.64

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																
Apprentice: VOICE-DATA-VIDEO TECHNICIAN Effective Date: 9/6/2026 <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>8</td><td>85.00</td><td>\$31.48</td><td>\$15.96</td><td>\$14.03</td><td>\$4.07</td><td>\$0.00</td><td>\$65.54</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	8	85.00	\$31.48	\$15.96	\$14.03	\$4.07	\$0.00	\$65.54
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																
8	85.00	\$31.48	\$15.96	\$14.03	\$4.07	\$0.00	\$65.54																
Apprentice to Journeyworker Ratio: 1:1																							
WAGON DRILL OPERATOR	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.11	\$0.00	\$70.23																
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.11	\$0.00	\$71.67																
LABORERS - ZONE 2	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.11	\$0.00	\$73.11																
	6/1/2027	\$45.05	\$10.65	\$9.75	\$9.11	\$0.00	\$74.56																
	12/1/2027	\$46.50	\$10.65	\$9.75	\$9.11	\$0.00	\$76.01																
	6/1/2028	\$48.00	\$10.65	\$9.75	\$9.11	\$0.00	\$77.51																
	12/1/2028	\$49.50	\$10.65	\$9.75	\$9.11	\$0.00	\$79.01																
For apprentice rates see "Apprentice- LABORER"																							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$40.72	\$10.65	\$9.75	\$9.21	\$0.00	\$70.33																
LABORERS	6/1/2026	\$42.16	\$10.65	\$9.75	\$9.21	\$0.00	\$71.77																
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.60	\$10.65	\$9.75	\$9.21	\$0.00	\$73.21																
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"																							
WASTE WATER PUMP OPERATOR	12/1/2025	\$58.68	\$16.55	\$13.35	\$3.25	\$0.00	\$91.83																
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03																
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48																
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																							
WATER METER INSTALLER	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77																
PLUMBERS LOCAL 4																							
PLUMBERS LOCAL 4																							
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"																							

Additional Apprentice Information

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

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

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

ATTACHMENT B

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

***NOTICE** - These are **NOT** the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking the Official Edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed before November 30, 2023. For laws enacted since that time, see the 2023 Session Laws and the 2024 Session Laws.*

CERTAIN EXCERPTS FROM THE MASSACHUSETTS GENERAL LAWS ARE APPLICABLE TO CONSTRUCTION CONTRACTS. ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 149 AS AMENDED.

Section 25. LODGING, BOARD AND TRADE OF PUBLIC EMPLOYEES; STATUTE PART OF EMPLOYMENT CONTRACT.

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

Section 26. PUBLIC WORKS; PREFERENCE TO VETERANS AND CITIZENS; WAGES.

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..."

Section 34. PUBLIC CONTRACTS; STIPULATION AS TO HOURS AND DAYS OF WORK; VOID CONTRACTS.

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

Section 34A. CONTRACTS FOR PUBLIC WORKS; WORKERS' COMPENSATION INSURANCE; BREACH OF CONTRACT; ENFORCEMENT AND VIOLATION OF STATUTE.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid

stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. CONTRACTS FOR PUBLIC WORKS; WAGES FOR RESERVE POLICE OFFICER.

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

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. FILING OF BIDS; FORMS; MODULAR BUILDINGS. Second paragraph of subdivision (2), clause E.

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

For projects estimated to cost more than \$25,000, the following provision applies to sub-bidders:

Section 44F. PLANS AND SPECIFICATIONS; SUB-BIDS; FORM; CONTENTS. First paragraph of clause I of subdivision (2) of section 44F.

"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; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F."

Section 44G. ALLOWANCES; ALTERNATES; WEATHER PROTECTION DEVICES.

"(A) "Allowance" as used herein means a sum of money covering one or more items of labor or labor and materials which is designated in bid documents and which general bidders are required to use in computing their bids. The use of such allowances shall be prohibited in the award of any contract subject to the provisions of section forty-four A. Whenever the designer is unable to supply specifications for any item prior to the solicitation of bids, such item shall not be included in any contract subject to the provisions of section forty-four A. The awarding authority shall solicit bids for every such item separately pursuant to the provisions of section forty-four A after specifications for that item are prepared.

(B) Every alternate contained in the form for general bids shall be listed in a numerical sequence in order of priority. When the awarding authority decides to consider alternates in determining the lowest eligible and responsible bidder, the awarding authority shall consider the alternates in descending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to or subtracted from the base bid price.

(C) The use of options other than alternates in bid documents or bid forms subject to section forty-four A shall be prohibited under all circumstances.

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.”

Section 44J. INVITATIONS TO BID; NOTICE; CONTENTS; VIOLATIONS; PENALTY.

"(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project, and on the COMMBUYS system administered by the operational services division. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specifications of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district or municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages

which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 38A. PRICE ADJUSTMENT CLAUSE IN CONTRACTS FOR ROAD, BRIDGE, WATER AND SEWER PROJECTS AWARDED UNDER SEC. 39M

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

Section 39F. CONSTRUCTION CONTRACTS; ASSIGNMENT AND SUBROGATION; SUBCONTRACTOR DEFINED; ENFORCEMENT OF CLAIM FOR DIRECT PAYMENT; DEPOSIT; REDUCTION OF DISPUTED AMOUNTS.

"(1) Every contract awarded pursuant to sections forty-four A to L inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

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

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

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

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

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

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

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

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

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

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general

contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g), and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction."

Section 39G. COMPLETION OF PUBLIC WORKS; SEMI-FINAL AND FINAL ESTIMATES; PAYMENTS; EXTRA WORK; DISPUTED ITEMS.

"Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the

contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one-day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one percent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment.

Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract."

Section 39I. DEVIATIONS FROM PLANS AND SPECIFICATIONS.

"Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both."

Section 39J. PUBLIC CONSTRUCTION CONTRACTS; EFFECT OF DECISIONS OF CONTRACTING BODY OR ADMINISTRATIVE BOARD.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district,

board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law.”

Section 39K. PUBLIC BUILDING CONSTRUCTION CONTRACTS; PAYMENTS.

"Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five-days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest

provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

Section 39L. PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS; RESTRICTIONS AND REPORTS.

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

Section 39M. CONTRACTS FOR CONSTRUCTION AND MATERIALS; MANNER OF AWARDING.

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

can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

For projects estimated to cost more than \$10,000, the following provision, section 39M subsection c, applies:

"(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable."

Section 39N. CONSTRUCTION CONTRACTS; EQUITABLE ADJUSTMENT IN CONTRACT PRICE FOR DIFFERING SUBSURFACE OR LATENT PHYSICAL CONDITIONS.

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

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

Section 39O. CONTRACTS FOR CONSTRUCTION AND MATERIALS; SUSPENSION, DELAY OR INTERRUPTION DUE TO ORDER OF AWARDING AUTHORITY; ADJUSTMENT IN CONTRACT PRICE; WRITTEN CLAIM.

"Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the

awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

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

Section 39P. CONTRACTS FOR CONSTRUCTION AND MATERIALS; AWARDING AUTHORITY’S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE.

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

Section 39Q. CONTRACTS FOR CAPITAL FACILITY CONSTRUCTION; CONTENTS; ANNUAL CLAIMS REPORT.

“(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his designee shall be final and conclusive unless an appeal is taken as provided below.

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such

filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of all parties to each such claim; a brief description of the claim: the date of submission and of disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document."

Section 39R. KEEPING AND MAINTAINING OF BOOKS, RECORDS AND ACCOUNTS; STATEMENT OF MANAGEMENT ON INTERNAL ACCOUNTING CONTROL; FINANCIAL STATEMENTS; ENFORCEMENT.

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

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

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

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

Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

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

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

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

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

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

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

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a

letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

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

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

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

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

(2) transactions are recorded as necessary:

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

ii. to maintain accountability for assets;

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

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

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

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

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

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

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

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

Section 39S. CONTRACTS FOR CONSTRUCTION; REQUIREMENTS.

“(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) 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; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.”

Section 40. DISCHARGE OR RELEASE OF BONDS.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 82 (THE LAYING OUT, ALTERATION, RELOCATION AND DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC REPAIRS THEREON) OF THE GENERAL LAWS OF MASSACHUSETTS AS AMENDED TO DATE.

Section 40. DEFINITIONS APPLICABLE TO SECTIONS 40A TO 40E.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"**Company**", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, municipal traffic signal department, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"**Description of excavation location**", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of

the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"Emergency", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"Excavation", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures.

"Excavator", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"Marking standards", the methods by which a company designates its facilities in accordance with standards established by the Common Ground Alliance and the American Public Works Association.

"Non-mechanical means", excavation using any device or tool manipulated by human power, including air vacuum, air blowing or similar methods of excavation designed to minimize direct contact with utilities.

"Premark", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on nonpaved surfaces. No premarking shall be acceptable if such marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Premarking shall not be required of any continuous excavation that is over 500 feet in length.

"Professional land surveyor", a professional land surveyor as defined in section 81D of chapter 112.

"Safety zone", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"Standard color-coded markings", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white - premark of proposed excavation.

"System", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. EXCAVATIONS; NOTICE.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has premarked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

Any professional land surveyor working on a preliminary design for a new facility or renovation where excavation is necessary shall: (i) Premark the proposed excavation; and (ii) provide initial notice to the system.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be premarked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours

in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged.”

Section 40B. DESIGNATION OF LOCATION OF UNDERGROUND FACILITIES.

“Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator or professional land surveyor agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator or professional land surveyor has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator or professional land surveyor shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible. A company shall conduct periodic audits to ensure: (i) the accuracy of the designated location and marking of its facilities; and (ii) its adherence to marking standards.”

Section 40C. EXCAVATOR’S RESPONSIBILITY TO MAINTAIN DESIGNATION MARKINGS; DAMAGE CAUSED BY EXCAVATOR.

“After a company has designated the location of its facilities at the location in accordance with section 40B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person.”

Section 40D. LOCAL LAWS REQUIRING EXCAVATION PERMITS; PUBLIC WAYS.

“Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless

the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A.”

Section 40E. VIOLATIONS OF SECS. 40A TO 40E; PUNISHMENT.

“Any person or company found by the department of public utilities, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$1000 for the first offense and not less than \$5,000 nor more than \$10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to premark for an excavation on such person's residential property. The department of public utilities may require any person or company not in compliance with sections 40A to 40E, inclusive, to complete a “Dig Safe” training program in lieu of a fine for a first offense.”

ATTENTION IS DIRECTED TO THE FOLLOWING SECTIONS OF CHAPTER 30 (AN ACT MOBILIZING ECONOMIC RECOVERY IN THE COMMONWEALTH) OF THE ACTS OF 2009.

Section 33.

“(a) Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed \$1,000,000. For the purposes of this section, “public works” shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, “construction” shall have the meaning provided in section 27D of chapter 149 of the General Laws.

(b) For any public works project subject to subsection (a), the specifications set forth in any request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth.”

Section 39.

“Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement.”

Section 40.

“Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth’s job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement.”

END OF SECTION

SECTION 00830-ATT. C1

THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

I. Definitions

For purposes of this contract,

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

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

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

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

II. Equal Opportunity, Non-Discrimination and Affirmative Action

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

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

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

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

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

III. Minority and Women Workforce Participation

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

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

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

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

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

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

VI. Access to Work Site

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

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

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

VIII. Sanctions

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

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

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

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

IX. Severability

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

X. Contractor's Certification

A bidder for a state construction contract or state assisted construction contract will not be eligible for award of the contract unless such bidder has submitted to the administering agency the following certification, which will be incorporated into the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that they:
(Contractor Name)

1. Will not discriminate in their employment practices;
2. Intend to use the following listed construction trades in the work under the contract

_____ ; and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agree to comply with all provisions contained herein.

(Signature of authorized representative of Contractor)

Date

(Printed name of authorized representative of Contractor)

XI. Subcontractor Requirements

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

ATTACHMENT D

CHANGE ORDERS

Policy:

This section supplements Article 11, Changes to the Contract, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment. See Article 13 in the Supplementary Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.
2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

Liability insurance:	Bodily injury; excess umbrella; property damage; public liability

Blasters insurance:	If applied to any required direct labor costs

Builders risk insurance:	If applied to any required direct labor costs

Experience modification insurance:	If applied to any required direct labor costs

Surcharges:	If applied to any required direct labor costs

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.

4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current EquipmentWatch, division of Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate, the following shall apply:
- a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;
 - b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

- 5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

Change Order
(Enter Project Name)
(Enter Location)

Sheet ___ of ___

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ____ calendar days.

The extended completion date is _____
_____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, Accountant, Treasurer) Date

Do not write below this space: this space reserved for STATE AGENCY APPROVAL

CHANGE ORDER (continued)
(Enter Project Name)
(Enter Location)

Sheet ___ of ___

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Appendix B
Example Calculation Sheet

1. Labor

Foreman	10 hours @	\$10.00/hour	\$100.00
Engineer	10 hours @	8.80/hour	85.00
Operator	10 hours @	9.50/hour	95.00
Laborers	24 hours @	7.00/hour	<u>168.00</u>
			\$448.00

2. Direct Labor Cost (use the agreed upon Direct Labor Cost)

*(30)% of \$448.

*(used for example purposes only) \$ 134.00

3. Materials & Freight

150 l.f. of 12" pipe @ \$2.00/l.f.	\$ 300.00
15 v.f. precast SMH	1,700.00
Freight (slip# ___ enclosed)	<u>25.00</u>
	\$2,025.00

4. Equipment

EXAMPLE

1 Backhoe	10 hours @	\$ 80.00/hour	\$ 800.00
1 Truck-crane	10 hours @	100.00/hour	<u>1000.00</u>
			\$1800.00

TOTAL (items 1 through 4): \$4,407.00

5. (20%) markup for Overhead, Profit

(20%) of \$4,407 \$ 881.00

6. (7½ %) markup on subcontractor's cost for general contractor (if subcontractor is involved)

(7½ %) of \$4,407 \$ 331.00

7. Credits (deductibles) -\$323.00

TOTAL COST: \$5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports.

END OF SECTION

SECTION 00890

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

- A. Section 01110, CONTROL OF WORK AND MATERIALS
- B. Section 02000, TECHNICAL SPECIFICATIONS

1.03 GENERAL REQUIREMENTS:

- A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS.

<u>Permits by Owner</u>	<u>Status</u>
Conservation Commission Order of Conditions (Ch. 131, s. 40)	(Attached)
Trench Permit (520 CMR 14.00)(eff. date 3/1/09)	*
U.S. Corps of Engineer Preconstruction Notification (PCN)	GP 23 & 24 (Verification Attached)
Mass. DEP Chapter 91 Waterways License (310 CMR 9.00)	(Attached)
NPDES Construction General Permit	*
*Contractor shall determine Permit eligibility, prepare permit application, as required, and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.	

1.04 CONSERVATION COMMISSION ORDERS:

The Conservation Commission has under the authority of Massachusetts General Laws Chapter 131, Section 40, issued an Order of Conditions on the work under this contract.

This Order is to become a part of the Contract Documents and the Contractor shall perform all work in strict conformance with said Order. A copy of this Order is attached to this section.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.
- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:311-0816
eDEP Transaction
#:1731622
City/Town:UPTON

A. General Information

1. Conservation Commission	UPTON		
2. Issuance	a. ☒ OOC	b. ☐ Amended OOC	
3. Applicant Details			
a. First Name	DENNIS	b. Last Name	WESTGATE
c. Organization	TOWN OF UPTON DEPARTMENT OF PUBLIC WORKS		
d. Mailing Address	1 MAIN STREET, BOX 13		
e. City/Town	UPTON	f. State	MA
		g. Zip Code	01568
4. Property Owner			
a. First Name	DENNIS	b. Last Name	WESTGATE
c. Organization	TOWN OF UPTON DEPARTMENT OF PUBLIC WORKS		
d. Mailing Address	1 MAIN STREET, BOX 13		
e. City/Town	UPTON	f. State	MA
		g. Zip Code	01568
5. Project Location			
a. Street Address	GROVE ST. OVER CENTER BROOK		
b. City/Town	UPTON	c. Zip Code	01568
d. Assessors	201	e. Parcel/Lot#	058
Map/Plat#		g. Longitude	71.60284W
f. Latitude	42.17286N		
6. Property recorded at the Registry of Deed for:			
a. County	b. Certificate	c. Book	d. Page
WORCESTER		63958	135
7. Dates			
a. Date NOI Filed : 1/4/2024	b. Date Public Hearing Closed: 2/28/2024	c. Date Of Issuance: 5/29/2024	
8. Final Approved Plans and Other Documents			
a. Plan Title:	b. Plan Prepared by:	c. Plan Signed/Stamped by:	d. Revised Final Date: e. Scale:
GROVE ST. BRIDGE OVER CENTER BROOK NO. U-01-004 (CAH) BRIDGE REPLACEMENT	WESTON SAMPSON SCOTT BRUSO		Feb. 2024

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act
Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

a. ☒ Public Water Supply	b. ☐ Land Containing Shellfish	c. ☒ Prevention of Pollution



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d. ☒ Private Water Supply	e. ☒ Fisheries	f. ☒ Protection of Wildlife Habitat
g. ☒ Ground Water Supply	h. ☒ Storm Damage Prevention	i. ☒ Flood Control

2. Commission hereby finds the project, as proposed, is:

Approved subject to:

- a. ☒ The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- b. ☐ The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. ☒ Bank	<u>144</u> a. linear feet	<u> </u> b. linear feet	<u>144</u> c. linear feet	<u> </u> d. linear feet
5. ☐ Bordering Vegetated Wetland	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. ☒ Land under Waterbodies and Waterways	<u>750</u> a. square feet	<u> </u> b. square feet	<u>745</u> c. square feet	<u> </u> d. square feet
	<u>63</u> e. c/y dredged	<u> </u> f. c/y dredged	<u> </u>	<u> </u>
7. ☐ Bordering Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. ☐ Isolated Land Subject to Flooding	<u> </u>	<u> </u>	<u> </u>	<u> </u>



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	a. square feet	b. square feet		
Cubic Feet Flood Storage				
	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. ☒ Riverfront Area	14890	14890		
	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	13875	13875		
	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	1015	1015		
	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts:

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. ☐ Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. ☐ Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. ☐ Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. ☐ Coastal Beaches	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. ☐ Coastal Dunes	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
15. ☐ Coastal Banks	a. linear feet	b. linear feet		
16. ☐ Rocky Intertidal Shores	a. square feet	b. square feet		
17. ☐ Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. ☐ Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. ☐ Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. ☐ Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	c. c/y dredged	d. c/y dredged		



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21. ☐ Land Subject to Coastal Storm Flowage

a. square feet b. square feet

22.

☐ Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

23.

☒ Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

0

1

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon



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which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"

[or 'MassDEP']

File Number : "311-0816"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) ☒ is not (2) ☐ subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain 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



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BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.* the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.* the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 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



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File #:311-0816

eDEP Transaction #:1731622

City/Town:UPTON

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:

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No

2. The Conservation Commission hereby (check one that applies):

a. ☐ DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw _____

2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. ☒ APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw TOWN OF UPTON WETLAND BYLAW

2. Citation CHAPT. 280

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:

Special Conditions: 311-816**Address: Grove St. Bridge****Findings of Fact** (considered as and given equal status to Special Conditions)Project Description

Replacement of Grove St. Bridge. The project will consist of removing the existing crossing (27' 2") wide and replacing it with a (27'3") wide open bottom precast span. The hydraulic opening will be 16 ' wide (which is wider than the current 13' 8"). The height of the bridge will be about the same. There is a 2' gas main below the existing bridge and an 8" water main running underneath the river bed. Both the gas main and the water main will be put on a utility support connected with the bridge. (The existing water main will be abandoned in place.) One existing catch basin located southeast of the bridge will be replaced and piped into the brook. An existing 48" Reinforced Concrete pipe that outlets in a concrete wall to the west of the bridge on the north side of center brook. This pipe connects to a manhole, which will be replaced in a new location because the angle of the pipe is changing. A separate pedestrian bridge will be installed on it's own abutments. The project will involve dredging for the footings of the bridge and regrading the streambed. The project involves 144 sq. ft. of temporary impact to bank, 745 sq. of temporary impact to Land Under Water, (and 5 sq. ft. of permanent impact). The total impact on the Riverfront area is 13,426. Project includes plantings on the bank to provide stability. All plantings are a carryover from the Riverfront alterations from the Community center project.

Jurisdiction/Performance standards:

- Inland Bank: 310 CMR 10.54(4)
- Land Under Water: 310 CMR 10.56(4)(a)
- Bordering Vegetated Wetland (BVW) w/ 100' Buffer Zone: 310 CMR 10.55(4) & 310 CMR 10.53(1)
- Riverfront Area: 310 CMR 10.58 to
- Riverfront Area: Town of Upton Wetland Regulations 330 -21

Impact Summary/Reasons for Approval:

Most of the work is in previously disturbed Riverfront Area. Project qualifies for a redevelopment project. Mitigation to include live dormant stakings in riprap. Stream crossing standards have been met with the exception of Span. New catch basin is a deep sump catch basin 48". Also they propose installation of riprap to the existing country drainage where sedimentation is occurring. Erosion controls will be used on land to protect the stream. Measures to protect the stream in the water include sandbag coffer dam, sheet piling and silt curtain. Alternatives Analysis was completed.

A Chapt. 91 Dredging permit will be required and Army Corp Pre-Construction Notification

Approved Plans:

Grove St. Bridge over Center Brook Bridge No. U-01-004 (CAH) Bridge Replacement, February 2024, Weston & Sampson.

C-09 Planting Plan Grove St. Bridge, Weston & Sampson, Feb. 2024.

Conditions

21. The Commission shall be notified in writing at the time of any transfer of title to the property prior to the issuance of the Certificate of Compliance.
22. Any changes to plans/documents referenced in this Order must be reviewed by the Conservation Commission or its Agent before work commences or prior to execution of said change. If warranted, the Commission may require the Applicant or representative to file for and obtain an Amended Order of Conditions or file a new Notice of Intent for the project in accordance with the provisions contained in *Wetlands Program Policy 85-4: Amended Orders*.
23. This Order shall be included in all construction contracts and subcontracts dealing with the work proposed and shall supersede any conflicting contract requirements. A copy of this Order and the plans/documents cited in Special Condition 21 shall be kept on the site upon commencement and during any site work for contractors to review and follow.
24. Members of the Commission or its Agent shall have right to halt all work on the site if the Commission or Agent determines that any of the work is not in compliance with the Order. Work shall not resume until the Commission is satisfied that the work will comply and has so notified the Applicant in writing.
25. The Order of Conditions must be recorded at the Worcester County Registry of Deeds and proof of recording must be submitted to the Conservation Commission before work commences.
26. Any other federal, state or local permits needed for the project shall be obtained prior to starting work at the site.
27. If the tree located on the south west side of the bridge needs to be removed for construction, one or more replacement trees 1.5" caliper of similar species shall be provided.

Prior to the Start of Work or Construction

28. The Applicant, representative or contractor shall notify the Conservation Commission at least 5 business days prior to the start of work at the site.
29. The proposed limit of work shall be clearly marked with stakes or flags and should be inspected and approved by the Commission or its agent. Such markers will be maintained until all construction on the site is completed. Workers shall be informed that no construction activity is to occur beyond this line at any time.
30. The Applicant shall provide the Commission with the name(s) and telephone numbers of the site Contractor and the project manager(s) responsible on site for compliance with this Order. The project manager shall oversee any emergency placement of erosion and sedimentation controls and be responsible for the regular inspection or replacement of control devices and for the proper disposal of waste products. The Commission shall be notified in the event that the project manager or site contractor is changed.

31. The Applicant shall hold a meeting on site with the Commission or its agent, the project manager, and other relevant parties identified by the Applicant or the Commission to review the project and this Order of Conditions. This meeting shall be scheduled a minimum of 3 days prior to the commencement of activity of the site. Erosion and sedimentation controls, wetland flags, and limit of disturbance flags shall be inspected at this time.
32. Erosion/sedimentation control barriers must be installed by the Applicant/Contractor and approved by members of the Conservation Commission (or its Agent) prior to the start of work within each phase of the project. All erosion control structures shall be installed according to the plans approved by the Commission.
33. Flags delineating boundaries of resource areas on the property shall be maintained throughout the construction process to allow the contractor and the Commission to readily see the resource area limits during construction.
34. All cut trees, stumps, branches, slash, debris, excess construction materials, trash, etc. must be removed from the wetland areas and within 50 ft of the waterway. NO stumping or grubbing may occur until erosion controls are in place and inspected by Conservation Commission or its agent.
35. Any other federal, state or local permits needed for the project shall be obtained prior to starting work at the site. Electronic copies of all other permits shall be provided to the Conservation Office..

During Construction

36. An adequate supply of erosion/sedimentation control materials must be kept onsite at all times. At a minimum, at least 50 linear feet of siltation fence and 50 linear feet of straw wattles or compost tubes shall be available to facilitate replacement of damaged portions of the perimeter erosion control barrier and/or provide additional protection within problematic area.
37. The erosion/sedimentation controls identified on the approved plans and specified in this Order will be the minimum standards for this project; the Commission or its Agent may require additional or modified erosion/sedimentation controls during construction if it deems that site conditions warrant such measures. If necessary, the Commission may require the Applicant to engage a Certified Professional Erosion Control Specialist (or similarly qualified individual) to formulate and/or oversee the installation of additional measures to minimize erosion and/or prevent sedimentation of protected resource areas.
38. There shall be no direct discharge of dewatering operations into any wetland, watercourse, or drainage system without approval from the Commission. Any dewatering discharge shall be passed through a sedimentation control device to remove any solids. The contractor is to maintain said sedimentation control devices through the entire dewatering operation and repair any deficiencies immediately.
39. Any damage caused as a result of this project to any wetland resource area or the buffer zone which according to plan will remain undisturbed, shall be the responsibility of the

Applicant to repair, restore, or replace. Sedimentation and erosion into these areas shall be considered damage to wetland resource areas. If sediment reaches these areas, the Commission or its Agent shall be contacted immediately by the Applicant. A plan for remediation of the problems and restoration of the affected areas shall be submitted to the Commission for its approval within one week of the occurrence of the problem.

40. Construction materials shall be stockpiled outside of wetlands and the 100' buffer zone within areas of the site that are stable.
41. Storage of fuel and refueling operations shall not take place within wetland resources or the 100 foot buffer zone.
42. Aside from components of the project that may have specific compositional requirements (cores of berms, etc.), all fill material utilized at the project shall not contain more than 40 percent of silt and clay sized sediment. Fill material utilized at the project shall not be obtained from current/former commercial or industrial properties that store(d) or utilize(d) hazardous materials.
43. Seven "no-disturb" bounds shall be installed at the locations noted on the approved plans. The bounds shall consist of 4 inch by 4 inch concrete posts that are embedded at least 3 feet into the substrate and extend at least 1.5 feet above the ground surface. Metal "no disturb" signs (available for purchase from the Commission) shall be permanently affixed to top of each bound.
44. Work on the Mitigation area shall begin as soon as possible after the construction of the bridge. Success of plantings shall be evaluated after two years.
45. The mitigation areas shall be monitored during the spring and fall of each year for at least two full growing seasons in accordance with the criteria specified on the approved plans. Copies of the monitoring reports shall be provided to the Commission within 48 hours after they have been finalized. If plantings occur before June 1 of year A. Four monitoring reports shall be submitted starting in the Fall of year A and ending after June 1 of year C.
46. By the end of the monitoring period, the mitigation areas shall achieve the following standards:
 - a) At least 100 percent survival of woody species planted in the replacement areas;
 - b) At least 75 percent coverage by herbaceous groundcover species that are indigenous to central Massachusetts; and
 - c) Less than 5 percent coverage by invasive and/or non-native plant species.

If it becomes evident that the areas may not achieve these standards, the environmental scientist shall develop remedial measures to address any deficiencies and submit them to the Commission for review/approval prior to implementation. Depending on the type/extent of remedial measures, the monitoring may be extended for 1 or more growing seasons.

47. Remove asphalt, concrete, and other portions of the bridge which have fallen into the river during construction immediately and dispose of offsite.

Following Construction

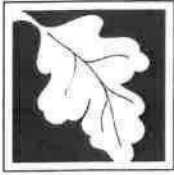
48. Erosion/sedimentation controls must be removed by the Applicant/Contractor after authorization from the Commissioners or its Agent prior to filing the Request for a

Certificate of Compliance.

49. The Applicant shall file a Request for a Certificate of Compliance for the project at the end of the mitigation monitoring period. The Request shall include an as-built plan of elements of the project located within the 100' buffer zone and a statement prepared by a Professional Engineer (or similarly qualified individual) demonstrating that all conditions of the Order have been complied with in a satisfactory manner.
50. The members and agents of the Commission shall have the right to enter the project site to verify compliance with the Order until a Certificate of Compliance has been issued.

Conditions to Extend in Perpetuity

51. No clearing of vegetation, placement of fill material, disposal of landscape waste, or other disturbance shall take place outside the limits of work depicted on the approved plans without the express authorization of the Conservation Commission
52. Stormwater management measures shall be inspected, maintained and repaired in accordance with the Dept of Public Works protocols. Records of the inspections, maintenance and repairs shall be retained at the DPW office and shall be made available to members of the Conservation Commission or its Agent upon request. This condition shall remain in effect in perpetuity and shall not be released by a Certificate of Compliance.
53. The following conditions shall extend beyond the Certificate of Compliance, in perpetuity, and shall be referred to in all future recorded deeds to this property: 51 and 52.



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:

311-0816
MassDEP File #

eDEP Transaction #

Upton
City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

5/29/2024
1. Date of Issuance

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

4
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Christine Scott

Printed Name

J. Michael Penko

Printed Name

Sandy Lajoie

Printed Name

Marcella Stasa

Printed Name

Thomas Jango

Printed Name

Alan Miano

Printed Name

David Szczebak

Printed Name

Printed Name

☒ by hand delivery on

5/29/24
Date

☐ by certified mail, return receipt requested, on

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:
MassDEP File #:311-0816
eDEP Transaction #:1731622
City/Town:UPTON

E. Signatures

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

5/29/2024

1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

4

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Mike Penko

Alan Miano

Marcella Stasa

Thomas Jango

☐ by hand delivery on

☐ by certified mail, return receipt requested, on

Date

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land



**Massachusetts Department of Environmental
Protection**

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:311-0816
eDEP Transaction #:1731622
City/Town:UPTON

subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

UPTON

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

UPTON

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

GROVE ST. OVER CENTER BROOK

Project Location

311-0816

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner DENNIS WESTGATE

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Rev. 4/1/2010



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

March 12, 2025

Regulatory Division
File Number: NAE-2024-02412

Dennis Westgate
Department of Public Works, Town of Upton
1 Main Street, Box 13
Upton, Massachusetts 01568
(Via Email): dwestgate@uptonma.gov

Dear Dennis Westgate:

This regards your application submitted to the U.S. Army Corps of Engineers (USACE) to permanently impact 1,176 square feet and temporarily impact 170 square feet of area below the Ordinary High Water (OHW) mark for the purposes of reconstructing an existing road bridge and creating a pedestrian bridge. The new road bridge will be 50 feet X 18 feet (900 square feet), and the pedestrian bridge will be 35 feet X 6 feet (210 square feet). The bridges will meet the state stream crossing standards for openness, embedment, and natural stream substrate. Riprap of 66 square feet will be installed below the OHW. Work will be done in the dry. Dry conditions will be met through sandbag cofferdams and a 42-inch bypass pipe. Approximately 170 square feet of area will be occupied by the cofferdams. Silt curtains will be installed for the duration of all in-water work. The temporary impacts are expected to last approximately 4 months. This project is located on the Center Brook, Grove Street Bridge, Upton, Massachusetts 01568 at site coordinates 42.172858, -71.602847. The work is shown on the enclosed plans titled "TOWN OF UPTON, MASSACHUSETTS GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO.U-01-004 (CAH) BRIDGE REPLACEMENT" on 28 sheets and dated "SEPTEMBER 2024."

Based on the information that you have provided, we verify that the activity is authorized under General Permit # 23 and # 24 of the June 2, 2023, federal permit known as the Massachusetts General Permits (GPs). The GPs are available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit>.

Please review the enclosed GPs carefully, in particular the general conditions beginning on page 35, and ensure that you and all personnel performing work authorized by the GPs are fully aware of and comply with its terms and conditions. A copy of the GPs and this verification letter shall be available at the work site as required by General Condition 17. You must perform this work in compliance with the following special condition(s):

- 1) All construction shall be completed in accordance with the limits of construction and construction sequences detailed on the enclosed plan drawings, titled "TOWN OF UPTON, MASSACHUSETTS GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO.U-01-004 (CAH) BRIDGE REPLACEMENT" on 28 sheets and dated "SEPTEMBER 2024". If you change the plans or construction methods for work within or adjacent to the Center Brook, please contact us immediately to discuss modification of this authorization. The Corps of Engineers must approve any changes before you undertake them.
- 2) You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated start date. The form shall be emailed to Maninder Singh at Maninder.Singh@usace.army.mil and cenae-r@usace.army.mil; or mailed to Maninder Singh, Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, Massachusetts 01742-2751.
- 3) You must complete and return the enclosed Compliance Certification Form to this office within one month of the completion of work. The form shall be emailed to Maninder Singh at Maninder.Singh@usace.army.mil and cenae-r@usace.army.mil; or mailed to Maninder Singh, Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, Massachusetts 01742-2751.
- 4) Turbidity curtains shall be installed for the duration of all in-water work and shall be maintained in working condition.

This authorization expires on June 1, 2028. You must commence or have under contract to commence the work authorized herein by June 1, 2028, and complete the work by June 1, 2029. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

We continually strive to improve our customer service. To better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

Please contact Maninder Singh of my staff at (978) 318-8967 or (978)-257-6884 or Maninder.Singh@usace.army.mil if you have any questions.

Sincerely,

Paul Maniccia

Paul Maniccia
Chief, Massachusetts Branch
Regulatory Division

Enclosures

Cc:

Alexandra Gaspar, Weston & Sampson; GasparA@wseinc.com
Ed Reiner, U.S. EPA, Region 1, Boston, MA, reiner.ed@epa.gov
DEP CERO, Wetlands and Waterways, Worcester, MA; cero_noi@mass.gov
David Robinson, MA Board of Underwater Archaeological Resources (BUAR);
david.s.robinson@mass.gov



**US Army Corps
of Engineers**
New England District

WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

EMAIL TO: Maninder.Singh@usace.army.mil and cenae-r@usace.army.mil; or

MAIL TO: Maninder Singh
Regulatory Division
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, Massachusetts 01742-2751

Corps of Engineers Permit No. **NAE-2024-02412** was issued to Dennis Westgate. This work is located on the Center Brook, Grove Street Bridge, Upton, Massachusetts 01568 at site coordinates 42.172858, -71.602847 and authorized to permanently impact 1,176 square feet and temporarily impact 170 square feet of area below the Ordinary High Water (OHW) mark for the purposes of reconstructing an existing road bridge and creating a pedestrian bridge. The new road bridge will be 50 feet X 18 feet (900 square feet), and the pedestrian bridge will be 35 feet X 6 feet (210 square feet). The bridges will meet the state stream crossing standards for openness, embedment, and natural stream substrate. Riprap of 66 square feet will be installed below the OHW. Work will be done in the dry. Dry conditions will be met through sandbag cofferdams and a 42-inch bypass pipe. Approximately 170 square feet of area will be occupied by the cofferdams. Silt curtains will be installed for the duration of all in-water work. The temporary impacts are expected to last approximately 4 months.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Phone & email: () () _____

Proposed Work Dates: Start: _____ Finish: _____

Permittee/Agent Signature: _____ Date: _____

Printed Name: _____ Title: _____

Date Permit Issued: _____ Date Permit Expires: _____

FOR USE BY THE CORPS OF ENGINEERS

PM: _____ Submittals Required: _____

Inspection Recommendation: _____

U.S. Army Corps of Engineers (USACE) CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.		Form Approved - OMB No. 0710-0003 Expires 2027-10-31
The Agency Disclosure Notice (ADN)		
The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.		
PURPOSE: This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions. Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.		
Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, <u>New England District, Regulatory Office</u>. The certification can be submitted by email at dll-cenae-r-ma@usace.army.mil or by mail at the below address: Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, <u>New England District, Regulatory Office</u>. U.S. Army Corps of Engineers New England District Regulatory Division 696 Virginia Road Concord, MA 01742-2751		
COMPLETED BY THE CORPS		
Corps Action Number:	NAE-2024-02412	
Permit Type:	Regional General Permit	
General Permit Number and Name (<i>if applicable</i>):	GP 23. Linear Transportation Projects and GP 24. Temporary Dewatering	
Name of Permittee:	Dennis Westgate	
Project Name:	Grove Street Bridge Replacement	
Project Location (<i>physical address</i>):	Within Center Brook, at Grove Street Bridge Crossing, Upton, Massachusetts 01568	
PERMITTEE'S CERTIFICATION		
Date Work Started: _____ Date Work Completed: _____ Enclose photographs showing the completed project (<i>if available</i>). I _____ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.		
Name	Date	Signature

TOWN OF UPTON,
MASSACHUSETTS



GROVE STREET BRIDGE OVER
CENTER BROOK
BRIDGE NO. U-01-004 (CAH)
BRIDGE REPLACEMENT

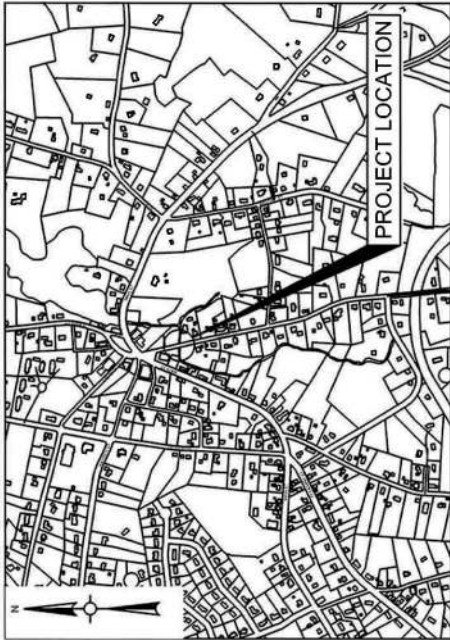
SEPTEMBER 2024
FOR PERMITTING
(NOT FOR CONSTRUCTION)

Weston & Sampson

Weston & Sampson Engineers, Inc.
100 Foxborough Boulevard,
Suite 250, Foxborough, MA 02035
508.698.3034 800.SAMPSON
www.westonandsampson.com



Scott R. Brusco
12/28/13 11:24:07



LOCATION PLAN
SCALE: 1"=100'

SHEET NO.	SHEET INDEX	DESCRIPTION
G-00		COVER SHEET
G-01		LEGEND AND NOTES
C-01		EXISTING CONDITIONS
C-02		TYPICAL SECTIONS
C-03		CONSTRUCTION PLAN
C-04		ENVIRONMENTAL COMPLIANCE PLAN
C-05		GRADING AND UTILITY PLAN
C-06		DETOUR PLAN
C-07		DETAILS SHEET 1 OF 2
C-08		DETAILS SHEET 2 OF 2
C-09		PLANTING PLAN
S-01		KEY PLAN
S-02		GENERAL NOTES
S-03		BORING LOGS
S-04		BRIDGE PLAN
S-05		BRIDGE SECTIONS AND ELEVATIONS
S-06		WATER CONTROL STAGES 1 - 2
S-07		WATER CONTROL STAGE 3 AND TYPICAL SECTION
S-08		ABUTMENT PLAN
S-09		ABUTMENT DETAILS
S-10		APPROACH SLAB DETAILS
S-11		PRECAST GUARDRAIL TRANSITION BASE
S-12		PRECAST GUARDRAIL TRANSITION
S-13		S3-TL4 BRIDGE RAILING
S-14		CULVERT DETAILS
S-15		UTILITY SUPPORT DETAILS
S-16		PEDESTRIAN BRIDGE PLAN & ELEVATION
S-17		PEDESTRIAN BRIDGE DETAILS
S-18		SEGMENTAL BLOCK RETAINING WALL PLAN, ELEVATION & DETAILS

NO.	DATE	DESCRIPTION
1	08/01/2023	AS NOTED

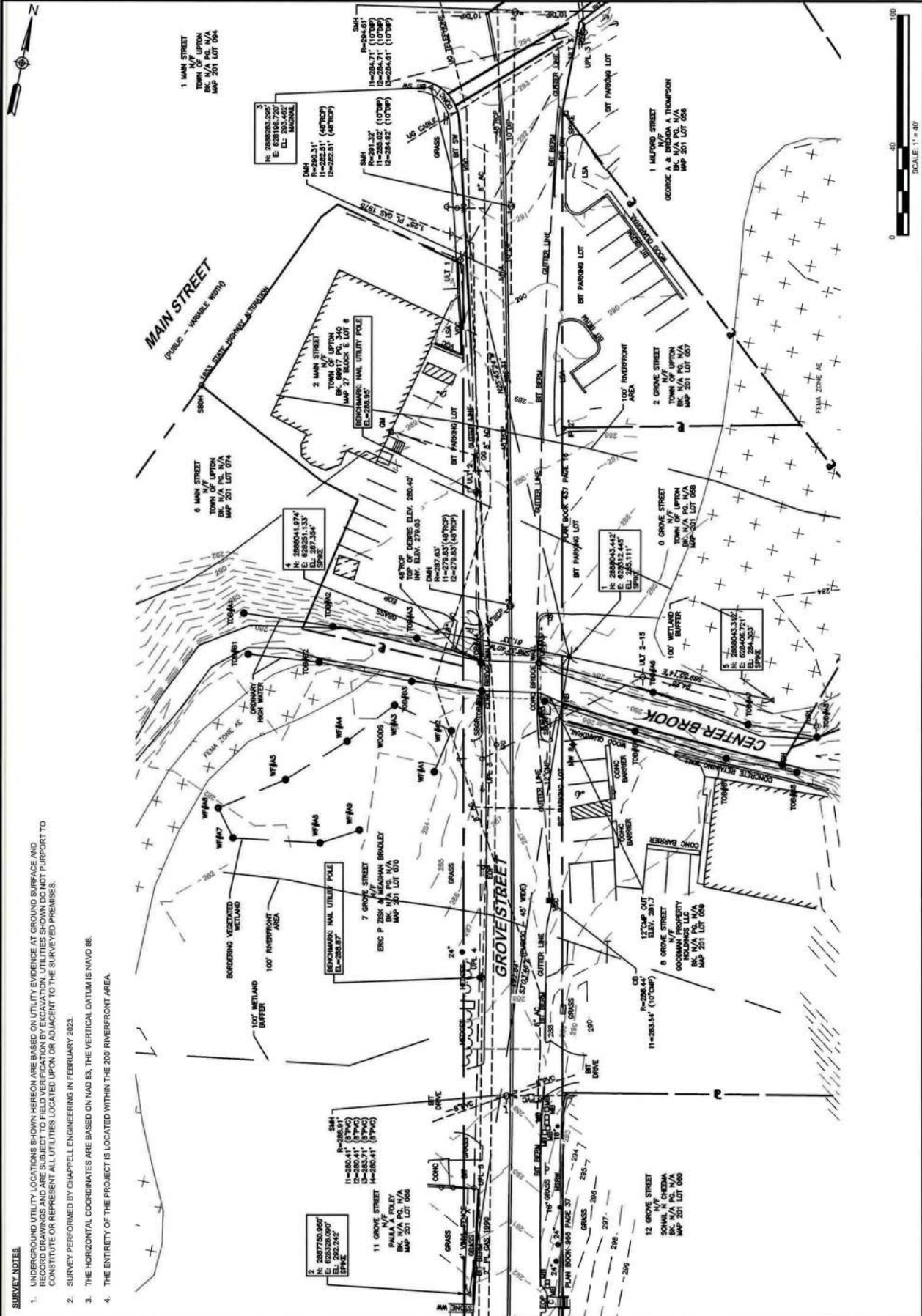
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DESIGNED BY	CTC
DRAWN BY	CTC
CHECKED BY	CTC
APPROVED BY	CTC
W&S PROJECT NO.	190223-015
W&S DTD NO.	

DATE	08/01/2023
DESIGNED BY	CTC
DRAWN BY	CTC
CHECKED BY	CTC
APPROVED BY	CTC
W&S PROJECT NO.	190223-015
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CHECKED BY	CTC
APPROVED BY	CTC
W&S PROJECT NO.	190223-015
W&S DTD NO.	



C-02

CONSTRUCTION &
CROWN LINE

MILL & OVERLAY

VARIES
DRIVEWAY

12.00'
TRAVEL LANE

12.00'
TRAVEL LANE

5.00'
SIDEWALK

VARIES
DRIVEWAY

MEET EXIST

SEE PAVEMENT
NOTES

VERTICAL
GRANITE CURB

IF GRAVEL
BORROW

MEET EXIST

NOTE: SEE PLANS FOR DRIVEWAY LOCATION

MILL & OVERLAY - NORTHERN LIMITS

STATIONED TO CORNER WALL

NOT TO SCALE

[illegible]

204

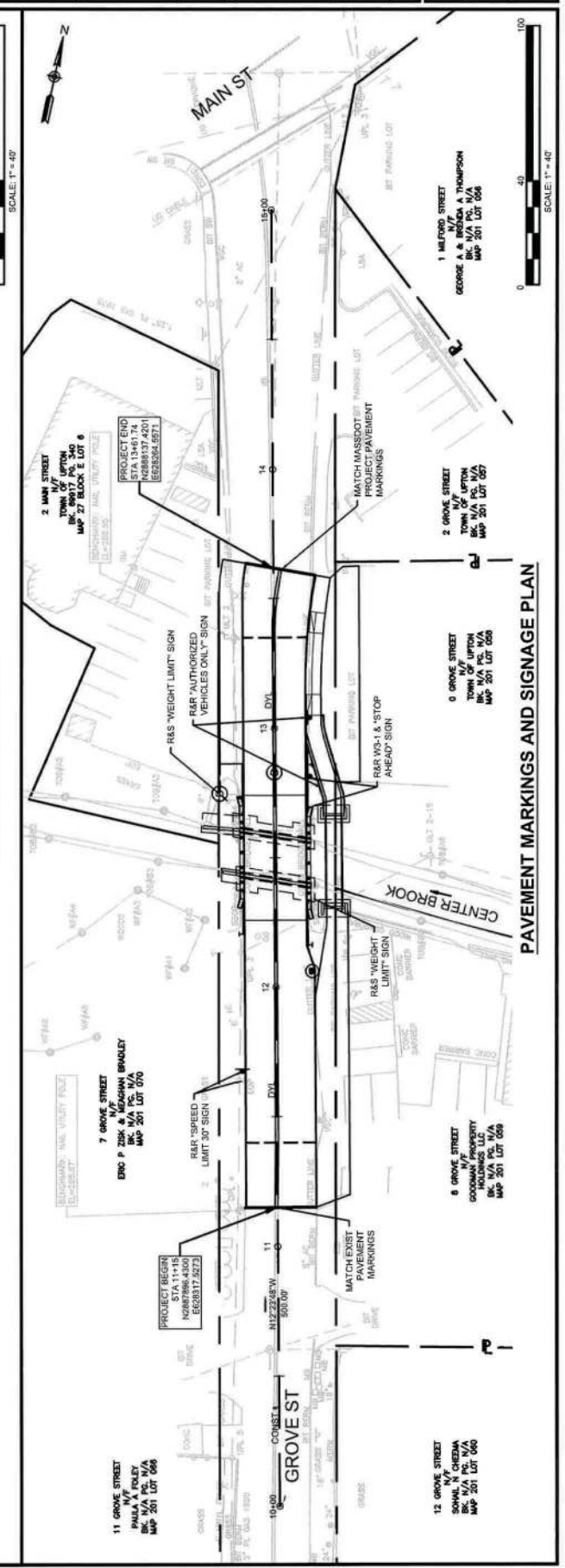
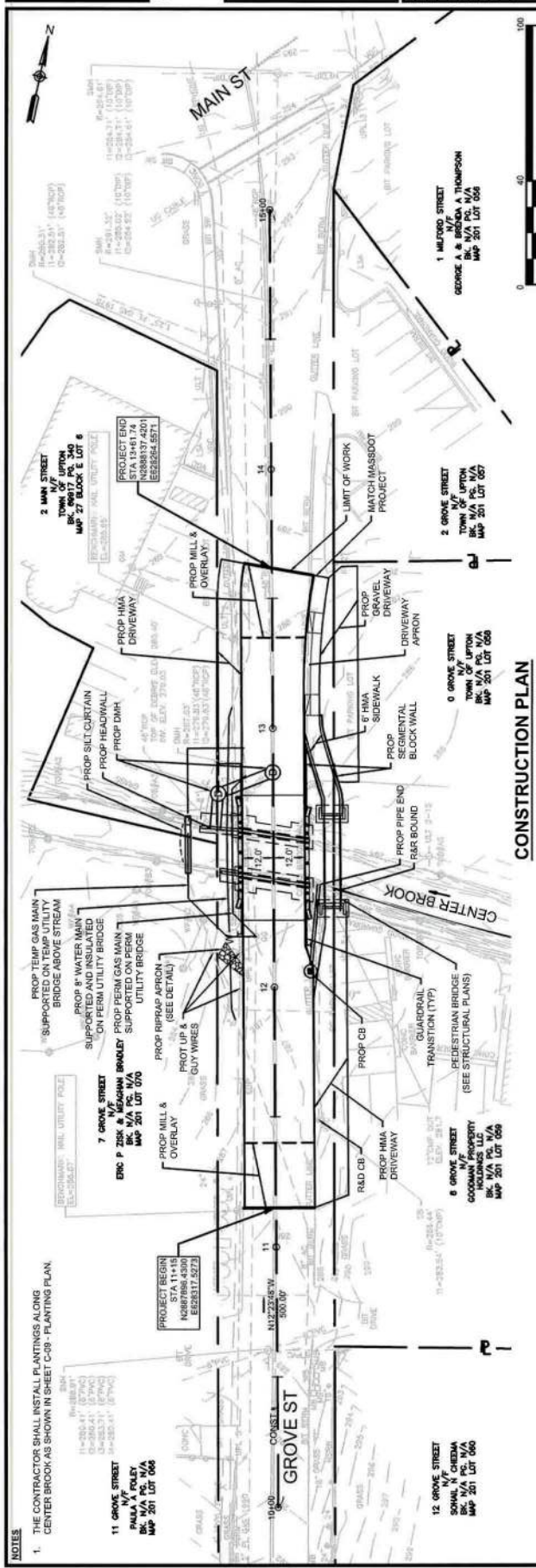
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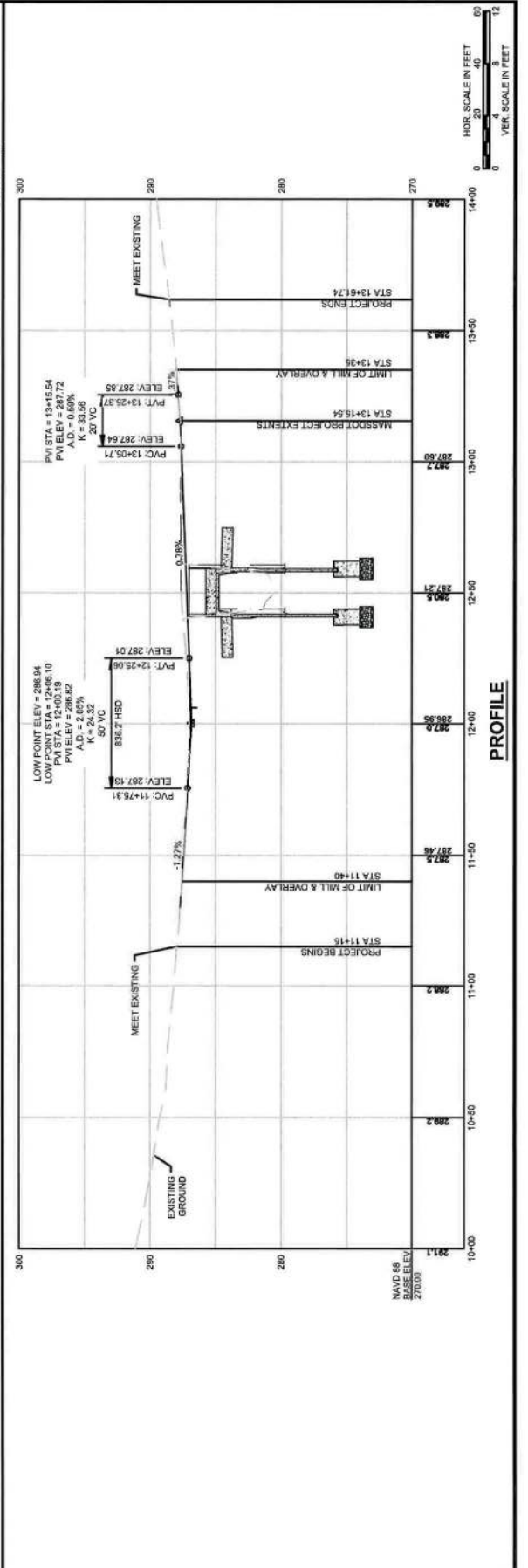
Student	PERMITTING	Score	Not Noted

Date:	SEP 18/2024
Drawn By:	CTC
Reviewed By:	

APPROVED BY:	—
APPROVED BY:	—
UNIS Project No:	ENG22-4798
UNIS P/A No:	
Drawing title	
CONSTRUCTION PLAN	

Blue Acrylic	C-03





[illegible]8

Test	

Volume 2 of 2

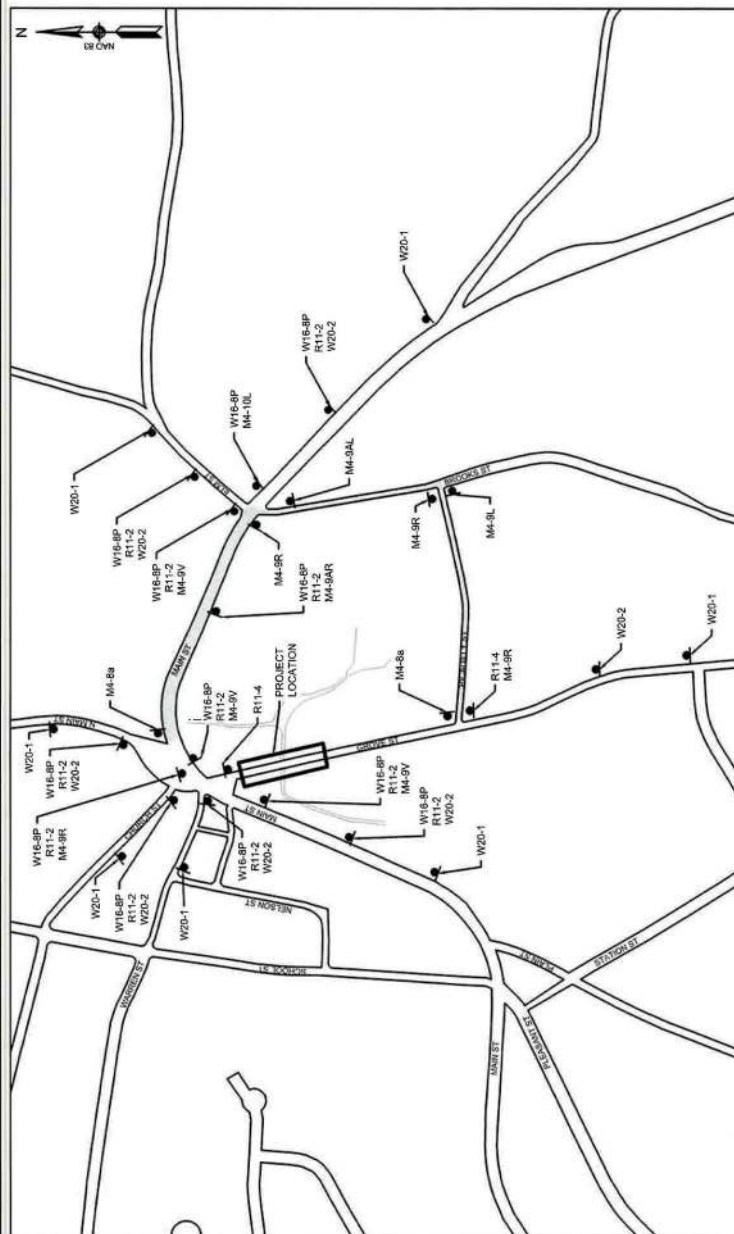
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Reviewed Sp.	-
Avg travel Tpe.	-
HMS Project No.:	ENCSD-1978
HMS File No.:	

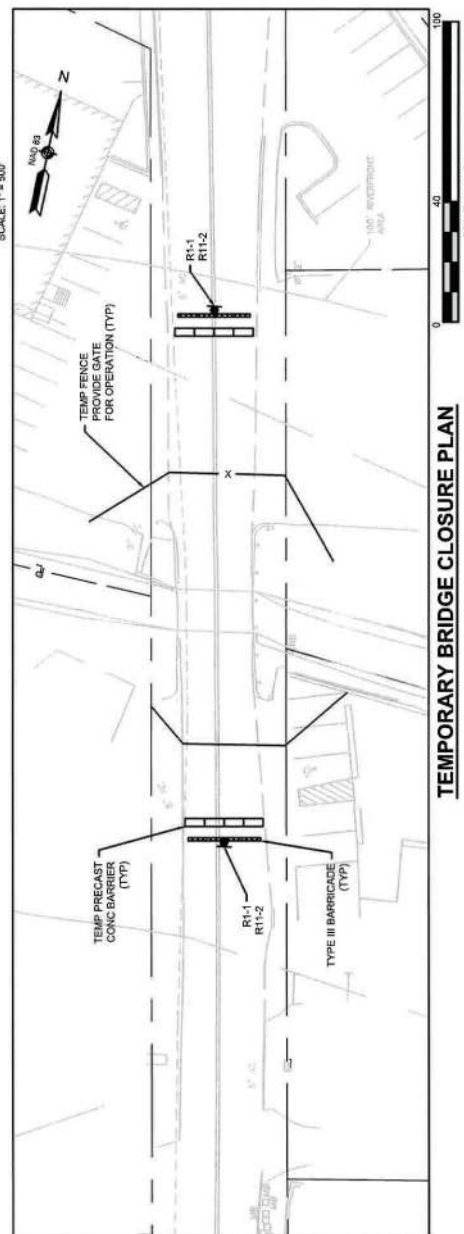
Shoring Use DETOUR PLAN	Shoring Material C-06

TEMPORARY TRAFFIC SIGN SUMMARY

IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT
	WIDTH	HEIGHT	
R1-1	30"	30"	
R11-2	48"	30"	
R11-3A	60"	30"	
W20-2	36"	36"	
M4-9AL	30"	24"	
M4-9L	30"	24"	
M4-9AR	30"	24"	
M4-9R	30"	24"	
M4-9V	30"	24"	
M4-8a	24"	18"	
M4-10R	48"	18"	
M4-10L	48"	18"	
R11-4	60"	30"	
W16-8p	VARIABLE	12"	
W20-3	36"	36"	

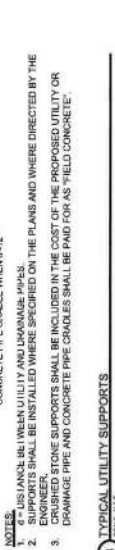
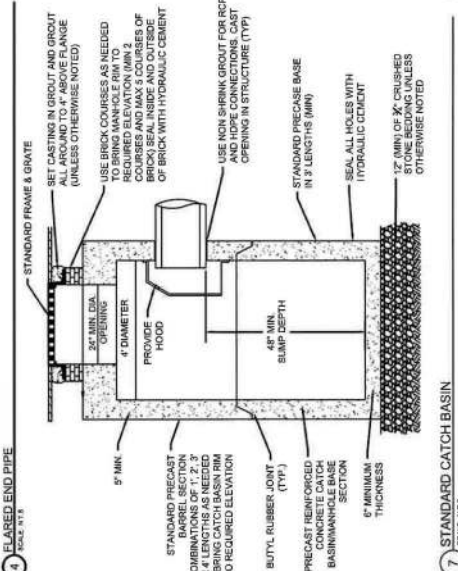


OVERALL DETOUR PLAN



TEMPORARY BRIDGE CLOSURE PLAN

GAS LINE PROVIDED & INSTALLED BY UTILITY COMPANY FROM STREET TO METER. CONTRACTOR IS RESPONSIBLE FOR EXCAVATION AND BACKFILL.



NOTE

1. THE DRAIN MANHOLE SHALL BE DESIGNED TO RESIST BUOYANCY, ASSUMING GROUNDWATER IS AT GRADE. MANUFACTURER SHALL PROVIDE BUOYANCY CALCULATIONS, STAMPED BY A MASSACHUSETTS P.E.
2. MANHOLE FRAME AND COVER SHALL BE H-20 WHEEL LOAD RATED.

TYPICAL PRECAST CONCRETE MANHOLE



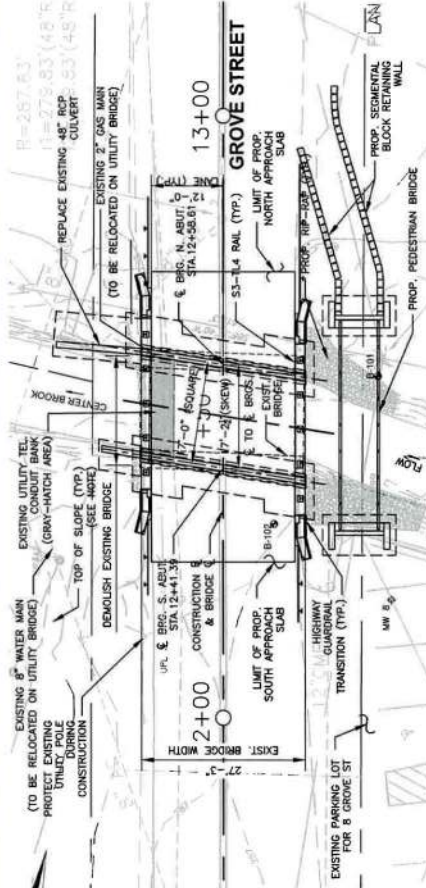
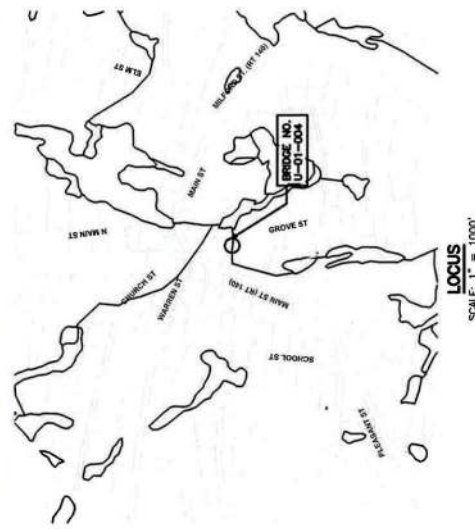
- MITIGATION AREA SEED MIX SPECIES:
NEW ENGLAND AND ROADSIDE MIX UPLAND BY NEW
ENGLAND WETLAND PLANTS OR APPROVED EQUAL
GRASSES) (SEED)
VIRGINIA WILD RYE (*ELYMUS VIRGINICUS*)
LITTLE BLUESTEM (*SCHIZACHYRUM SCOPARIUM*)
RED FESCUE (*FESTUCA RUBRA*)
CRABGRASS (*DACTYLOCTENIUM Aegyptium*)
INDIAN GRASS (*SORGHASTRUM NATANS*)
SWITCH GRASS (*PANICUM VIRGATUM*)
WATER OAT GRASS (SEED)
BUTTERFLY MILKWEED (*ASCLEPIADACEAE FASCICULARIA*)
PANGLOSS TROFOL (*DESMODIUM PANICULATA*)
BEARD TONGUE (*PENTSTEMON DIGITALIS*)
HOLLOWSTEM (*CYNODONT Dactyloctenium*)
FISTULOSUM / EUTROCHIUM FISTULOSUM)
SHRUBS (SEED)
GREY DOGWOOD (*CORNUS PACIFICA*)
SLIKY DOGWOOD (*CORNUS AMOMUM*)
STAR-THORN SUMAC (*RUTHA TYPHINA*)

LEGEND

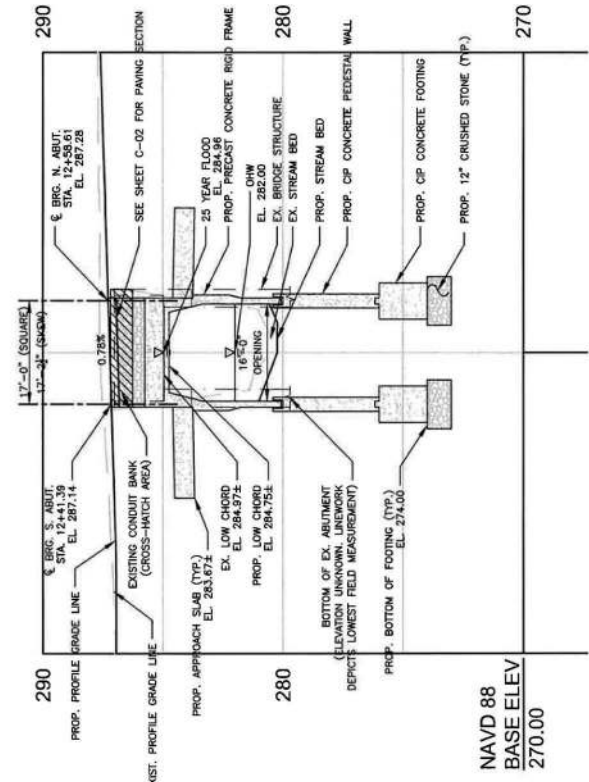
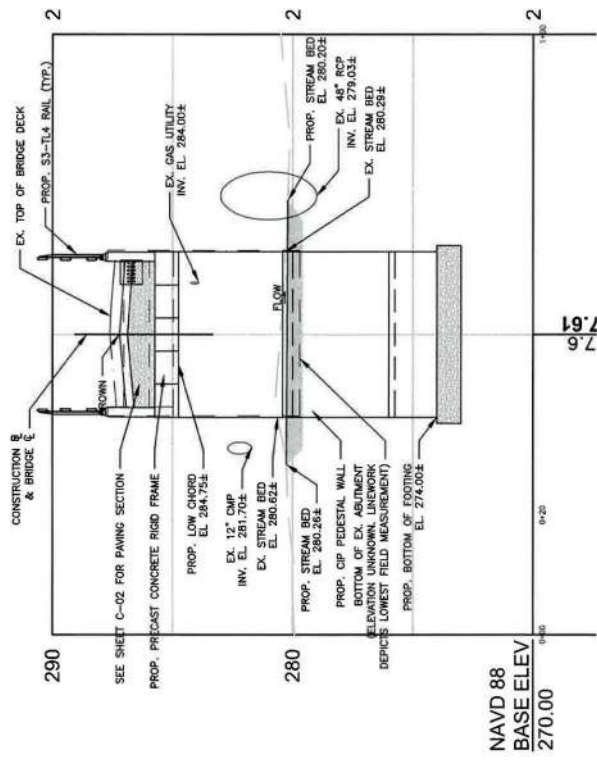
EXISTING TREE

PROPOSED TREE

RESTORATION AREA
BOUNDARY MARKER



WATER CONTROL NOT SHOWN FOR CLARITY
REFER TO SHEET S-06 AND S-07.



PROFILE - CENTER BROOK
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

PROFILE -- GROVE ST
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

KEY PLAN

S-01

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SEISMIC DESIGN CRITERIA

DESIGN RETURN PERIOD:	1000
DESIGN SPECTRA	
At	0.164G
SD	0.224G
SI	0.091G
SITE CLASS	D
SEISMIC DESIGN CATEGORY (SDC)	A

HYDRAULIC DESIGN DATA

DRAINAGE AREA (SQ. MILES)	4.32
DESIGN FLOOD DISCHARGE (C.F.S.)	250
DESIGN FLOOD FREQUENCY (YEARS)	2
DESIGN FLOOD VELOCITY (F.P.S.)	4.5
DESIGN FLOOD ELEVATION (FEET, NAVD)	284.96
BASE (100-YEAR) FLOOD DATA	
BASE FLOOD DISCHARGE (C.F.S.)	360
BASE FLOOD ELEVATION (FEET, NAVD)	286.63

DESIGN AND CHECK SCOUR DATA

DESIGN SCOUR FLOOD EVENT	50
DESIGN FLOOD ABUTMENT SCOUR DEPTH (FEET)	4.47
DESIGN FLOOD PIER SCOUR DEPTH (FEET)	N/A
DESIGN FLOOD RETURN PERIOD (YEARS)	100
CHECK FLOOD ABUTMENT SCOUR DEPTH (FEET)	3.56
CHECK FLOOD PIER SCOUR DEPTH (FEET)	N/A
FLOOD OF RECORD	
DISCHARGE (C.F.S.)	UNKNOWN
FREQUENCY (IF KNOWN, YEARS)	UNKNOWN
MAXIMUM ELEVATION (FEET, NAVD)	UNKNOWN
DATE (MM/YY)	UNKNOWN
UNIT (FEET)	UNKNOWN
EVIDENCE OF SCOUR	UNKNOWN
AND EROSION	UNKNOWN

TEMPORARY WATER CONTROL DESIGN DATA

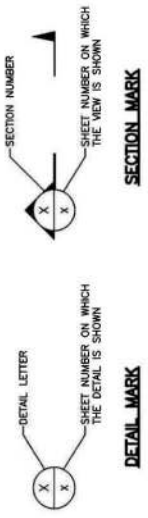
DESIGN FLOOD DISCHARGE (C.F.S.)	80
DESIGN FLOOD FREQUENCY (YEARS)	2
DESIGN FLOOD VELOCITY (F.P.S.)	9.0
DESIGN FLOOD ELEVATION (FEET, NAVD)	285.73

REINFORCEMENT:

1. REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M31 GRADE 60, UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS. ALL BARS SHALL BE LAPPED AS FOLLOWS:

- MODIFICATION CONDITION #4 BARS #6 BARS #8 BARS #10 BARS
1. NONE 16" 19" 23" 27"
 2. 12" OF CONCRETE BELOW BAR 20" 25" 30" 34"
 3. CLEAR SPACING 6d 23" 29" 34" 39"
 4. COATED BARS, ALL OTHER CASES 18" 23" 27" 31"
 5. CONDITION 2 AND 3 26" 32" 39" 45"
 6. CONDITION 2 AND 4 24" 30" 36" 42"

ALL OTHER BARS SHALL BE LAPPED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ALL REINFORCING BARS AND SUPPORTING DEVICES SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.



PRECAST CONCRETE RIGID FRAME NOTES:

THE CONTRACTOR SHALL SUBMIT DESIGN COMPUTATIONS FOR THE PRECAST CONCRETE RIGID FRAME TO THE ENGINEER FOR REVIEW AND APPROVAL. THE DESIGN SHALL BE BASED ON THE LATEST AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS AND THE PLANS USING ENGLISH UNITS AND 14'-0" LIVE LOADING. ONE SET OF REVIEWED COMPUTATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. ALL STRENGTH, EXTRA LIFE, AND SERVICE LIMIT STATES ARE APPROPRIATE FOR EACH STAGE OF FABRICATION, SHIPMENT, CONSTRUCTION, AND FOR THE FINAL PRECAST CONDITION. DESIGN COMPUTATIONS AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PRECAST CONCRETE RIGID FRAME IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CONTRACTOR SHALL DESIGN TRANSVERSE POST-TENSIONING OF THE PRECAST RIGID FRAME UNITS. THE POST-TENSIONING SHALL BE CAPABLE OF PREVENTING REFLECTIVE CRACKING IN THE WEARING SURFACE AT FINISH GRADE ABOVE THE RIGID FRAME UNITS. THE POST-TENSIONING DESIGN SHALL CONSIDER TL-2 VEHICULAR TRUCKS, IMPACT, AND COLLISION. THE DESIGN SHALL BE BASED ON THE LATEST AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS AND THE PLANS USING ENGLISH UNITS AND 14'-0" LIVE LOADING. ONE SET OF REVIEWED COMPUTATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. ALL STRENGTH, EXTRA LIFE, AND SERVICE LIMIT STATES ARE APPROPRIATE FOR EACH STAGE OF FABRICATION, SHIPMENT, CONSTRUCTION, AND FOR THE FINAL PRECAST CONDITION. DESIGN COMPUTATIONS AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PRECAST CONCRETE RIGID FRAME IN THE COMMONWEALTH OF MASSACHUSETTS.

THE FRAME DIMENSIONS PROVIDED ON THE PLANS ARE SHOWN TO ESTABLISH THE SIZE OF THE PROPOSED HYDRAULIC OPENING. THE WIDTH AND THICKNESS OF EACH FRAME UNIT SHALL BE BASED ON THE MANUFACTURER'S CONSTRUCTION PRACTICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADAPTING THE DIMENSIONS OF THE FRAME BRIDGE ELEMENTS TO COMPENSATE FOR ELASTIC SHORTENING, SHRINKAGE, GRADE CHANGES, AND OTHER FACTORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF THE DIMENSIONS SHOWN.

THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE COMPONENTS SHALL BE CONSTRUCTED PERPENDICULAR TO THE ROADWAY CENTERLINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE.

THE DESIGN OF THE FOOTING DETAILS HEREIN IS BASED UPON THE ASSUMED WEIGHT OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE.

ALL FOOTINGS AND WINGWALLS SHALL BE CAST-IN-PLACE CONCRETE AS SHOWN ON THE PLANS.

GENERAL NOTES:

DESIGN: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE.

EXISTING BRIDGE PLANS: EXISTING BRIDGE PLANS ARE NOT AVAILABLE FOR THIS STRUCTURE.

EXISTING CONDITIONS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE.

BENCHMARK:

S.W. NAIL IN UTILITY POLE, STA. 11+14 L.T. EL-288.67
N.W. NAIL IN UTILITY POLE, STA. 13+33 L.T. EL-288.95
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

DATE:

TO BE PLACED ON THE INSIDE FACE OF THE NORTHWEST AND SOUTHEAST HIGHWAY GUARDRAIL TRANSITIONS. A SHEET SHOWING SIZE AND CHARACTER OF NUMERALS WILL BE FURNISHED. THE DATE USED SHALL BE THE LATEST YEAR OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PRECAST CONCRETE RIGID FRAME AND ASSOCIATED SUBSTRUCTURE.

MASSDOT SURVEY NOTEBOOKS:

ELECTRONIC SURVEY PREPARED BY CHAPPELL ENGINEERING ASSOCIATES, INC. PRODUCED ORIGINALLY ON FEBRUARY 17, 2023 AND UPDATED ON MAY 3, 2023.

COORDINATES, IN US SURVEY FEET, ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011, EPOCH 2010.00).

SCALES: NOTED ON THE PLANS ARE NOT APPLICABLE TO REDUCED SIZE PRINTS. UNLESS NOTED BY THE CONTRACTOR, ALL DIMENSIONS SHALL BE IN FEET AND INCHES. UNLESS NOTED BY THE CONTRACTOR, ALL DIMENSIONS SHALL BE IN FEET AND INCHES.

FOUNDATIONS:

FOUNDATIONS MAY BE ALTERED, IF NECESSARY, TO SUIT CONDITIONS ENCOUNTERED DURING CONSTRUCTION, WITH THE APPROVAL OF THE ENGINEER.

UNSATURABLE MATERIAL:

ALL UNSATURABLE MATERIAL SHALL BE REMOVED WITHIN THE LIMITS OF THE FOUNDATIONS OF THE STRUCTURE, AS DIRECTED BY THE ENGINEER.

CONCRETE:

ALL CONCRETE SHALL BE 5000 HP CONCRETE EXCEPT AS NOTED BELOW:

(1)	(2)	(3)	TO BE USED IN CONSTRUCTION OF:
4000	2"	585 HP	DECK SLAB
4000	1 1/2"	585	RETAINING WALLS, PIEDISTAL WALLS, AND 48" HEADWALL
5000	2"	685 HP	PRECAST HIGHWAY GUARDRAIL TRANSITIONS, SAFETY CURBS, AND PRECAST RIGID FRAMES

- (1) 28 DAY COMPRESSIVE STRENGTH (PSI)
(2) 28 DAY TENSILE STRENGTH (PSI)
(3) CEMENTITIOUS CONTENT (LB/CY)

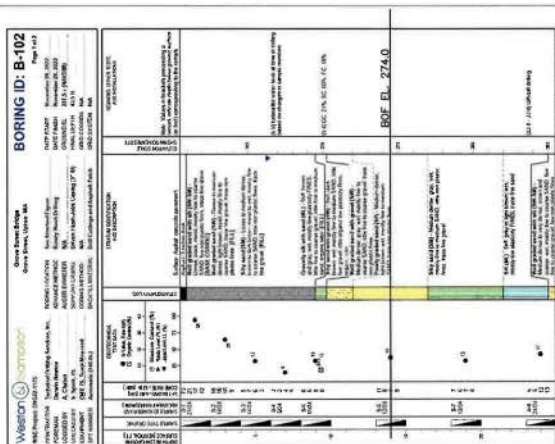
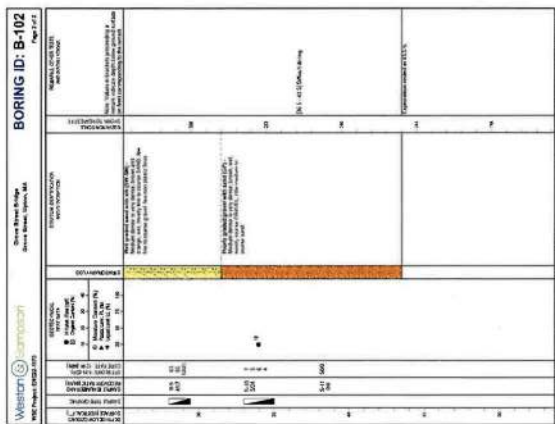
UTILITIES:

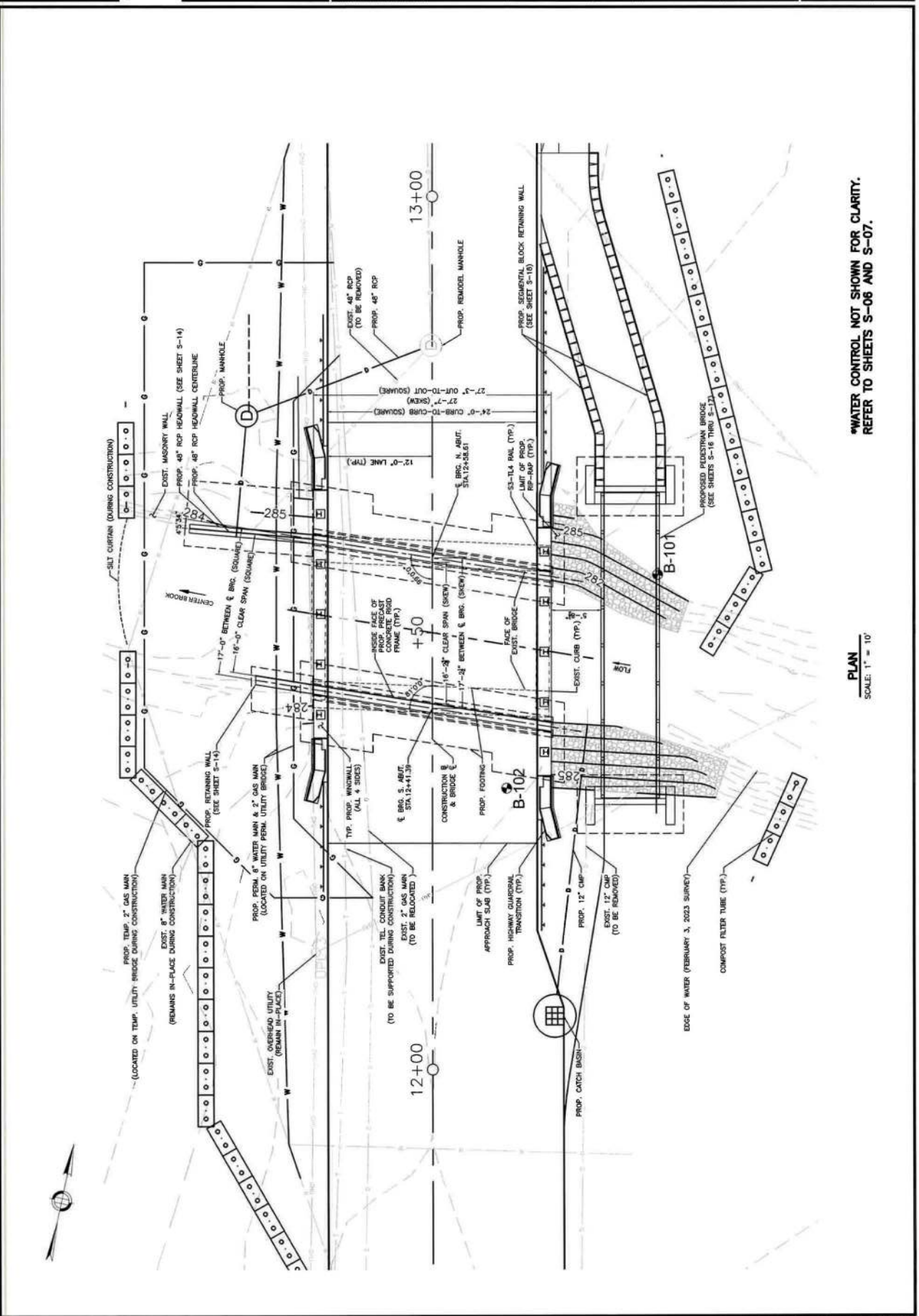
THE CONTRACTOR SHALL LOCATE AND PROTECT FROM DAMAGE ALL EXISTING UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNERS FOR ALL UTILITIES TO BE TEMPORARILY OR PERMANENTLY RELOCATED.

MEMBRANE WATERPROOFING:

ALL MEMBRANE WATERPROOFING USED ON BRIDGE DECKS SHALL BE MEMBRANE WATERPROOFING FOR BRIDGE DECKS - SPRAY APPLIED.

1. LOCATION OF BORING SHOWN ON THE PLAN;
2. BORINGS ARE TAKEN FOR PURPOSE OF DESIGN AND SHOW CONDITIONS AT BORING POINTS ONLY, BUT DO NOT NECESSARILY SHOW THE NATURE OF THE MATERIALS TO BE ENCOUNTERED DURING CONSTRUCTION;
3. DUE TO THE DRIVE-AND-WASH DRILLING TECHNIQUES, THE DEPTH TO THE GROUNDWATER LEVELS OBTAINED DURING DRILLING DO NOT NECESSARILY SHOW THE TRUE GROUND WATER LEVEL.
4. FIGURES IN COLUMNS INDICATE NUMBER OF BLOWS REQUIRED TO DRIVE A 2" I.D. SPLIT SPOON SAMPLER 24" USING A 140 POUND WEIGHT FALLING 30".
5. BORINGS WERE PERFORMED ON NOVEMBER 28, 2022 AND NOVEMBER 29, 2022.
6. BORINGS WERE PERFORMED BY TECHNICAL DRILLING SERVICES, INC. OF STERLING, MASSACHUSETTS.
7. THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 IS USED THROUGHOUT.





*WATER CONTROL NOT SHOWN FOR CLARITY.
REFER TO SHEETS S-06 AND S-07.

PLAN
SCALE: 1" = 10'

[illegible]

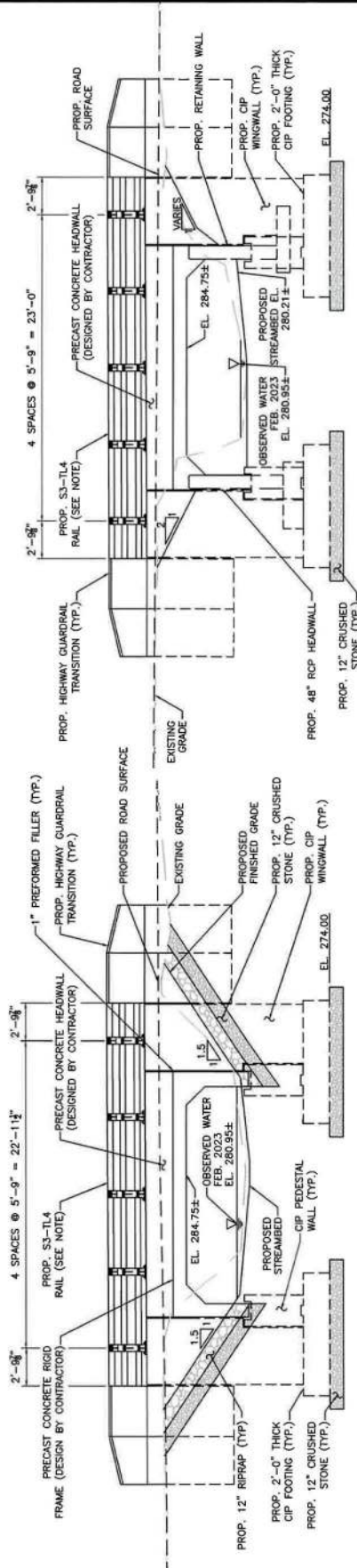
351

828

Issued For:	PERMITTING
Date:	AS NOTED

DATE:	SEPTEMBER, 2024
Drawn By:	SPD/SPR
Reviewed By:	SAUNTY
Approved By:	SPR
1985 Project No.:	198522-1115
1985 File No.:	

Drawing Title BRIDGE SECTIONS AND ELEVATIONS	Sheet Number S-05



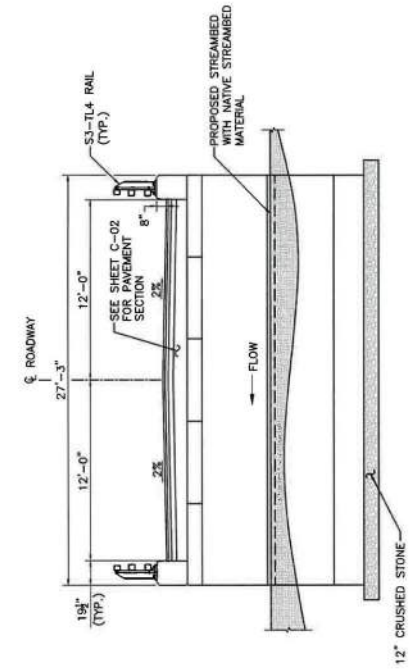
DOWNSTREAM ELEVATION VIEW

SCALE: 1" = 1'-0"

NOTE. S3-TL4 RAILING ANCHORS BOLT LOCATIONS TO BE COORDINATED WITH PRECAST HEADWALL REINFORCEMENT. ANCHOR BOLTS TO BE CAST-IN WITH PRECAST HEADWALL.

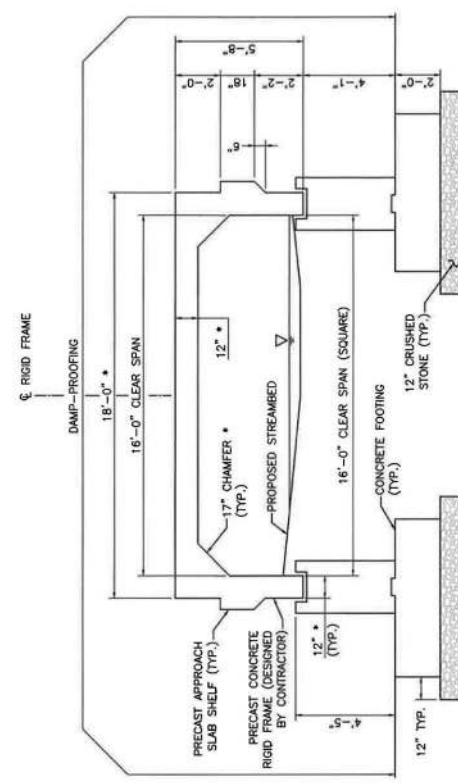
UPSTREAM ELEVATION VIEW

SCALE: 1" = 1'-0"



PROPOSED BRIDGE TRANSVERSE SECTION

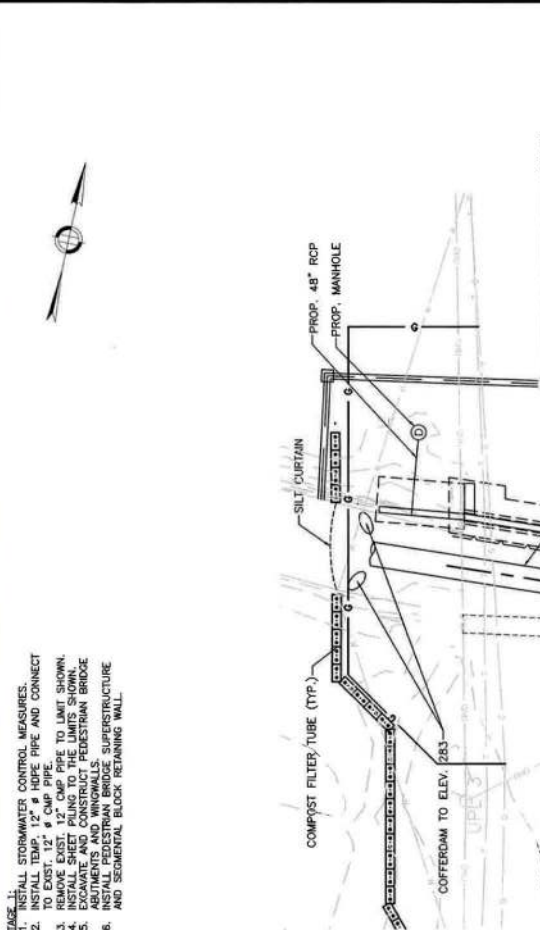
SCALE: 1" = 1'-0"



TYPICAL FRAME SECTION
SCALE: 1" = 1'-0"

SCALE: 1" = 1'-0"

* FINAL DIMENSIONS TO BE DESIGNED BY CONTRACTOR



STAGE 1 WATER CONTROL PLAN

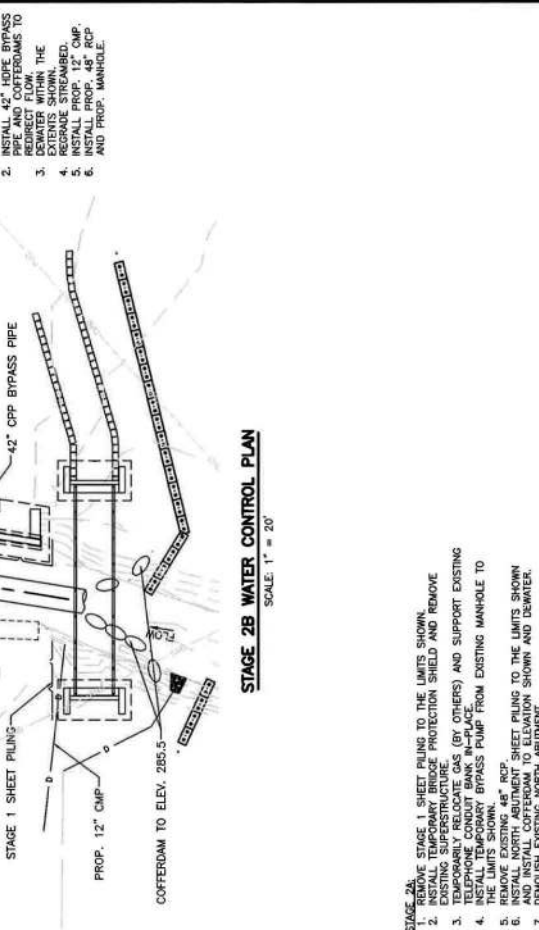


TABLE 1.

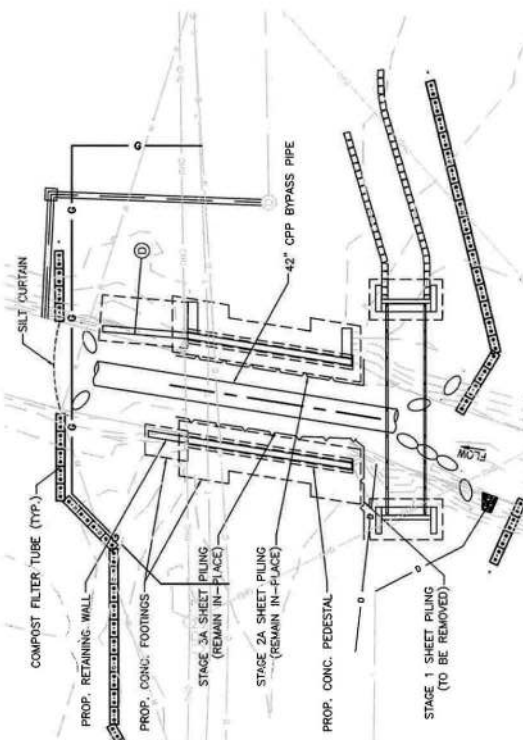
1. INSTALL STORMWATER CONTROL MEASURES.
2. INSTALL TEMP. 12" Ø HDPE PIPE AND CONNECT TO EXIST. 12" Ø CMP PIPE.
3. REMOVE EXIST. 12" CMP PIPE TO LIMIT SHOWN.
4. INSTALL SHEET PILING TO THE LIMITS SHOWN.
5. EXCAVATE AND CONSTRUCT PEDESTRIAN BRIDGE ABUTMENTS AND WINGWALLS.
6. INSTALL PEDESTRIAN BRIDGE SUPERSTRUCTURE AND SEGMENTAL BLOCK RETAINING WALL.

STAGE 2B:

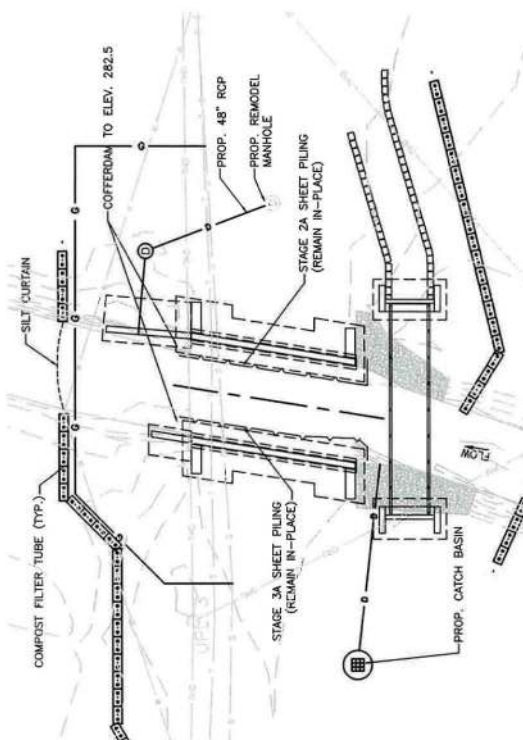
1. REMOVE STAGE 2A SHEET PILING TO THE LIMITS SHOWN.
2. INSTALL 42" HOPE BYPASS PIPE AND COFFERDAMS TO REDIRECT FLOW.
3. DEMATER WITHIN THE EXTENTS SHOWN.
4. REGRADE STREAMBED.
5. INSTALL PROP. 12" CMP.
6. INSTALL PROP. 48" RCP AND PROP. MANHOLE.

1. REMOVE STAGE 1 SHEET PILING TO THE LIMITS SHOWN
2. INSTALL TEMPORARY BRIDGE PROTECTION SHIELD AND REMOVE EXISTING SUPERSTRUCTURES (BY OTHERS) AND SUPPORT EXISTING TELEPHONE CONDUIT BANK IN PLACE
3. INSTALL TEMPORARY BRIDGE PILING FROM EXISTING MANHOLE TO EXISTING NORTH ABUTMENT
4. REMOVE EXISTING 48" RCP
5. INSTALL NORTH ABUTMENT SHEET PILING TO THE LIMITS SHOWN AND INSTALL CONFORM TO ELEVATION SHOWN AND DRAINER.
6. EXCAVATE AND CONSTRUCT NORTH ABUTMENT FOOTING, PEDestal, WALL, AND WINDOWS, AND 48" RCP FOOTING AND HEADWALL.
7. BACKFILL TO ELEV. 279.3

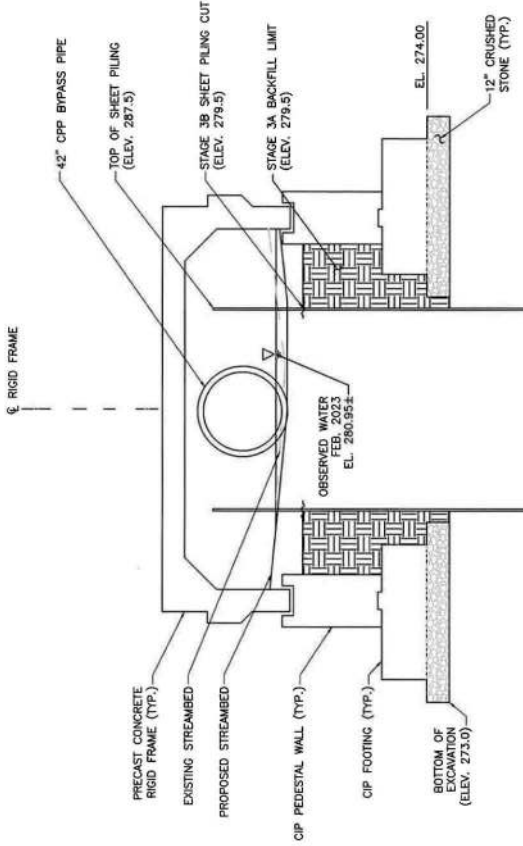
- STAGE 3A:**
1. INSTALL SOUTH ABUTMENT SHEET PILING TO THE EXTENTS SHOWN.
 2. EXCAVATE AND CONSTRUCT SOUTH ABUTMENT FOOTING, PEDESTAL WALL, AND RETAINING WALL FOOTING AND WALL.
 3. BACKFILL TO ELEV. 279.5.
 4. REMOVE STAGE 1 SHEET PILING.



STAGE 3A WATER CONTROL PLAN
SCALE: 1" = 20'

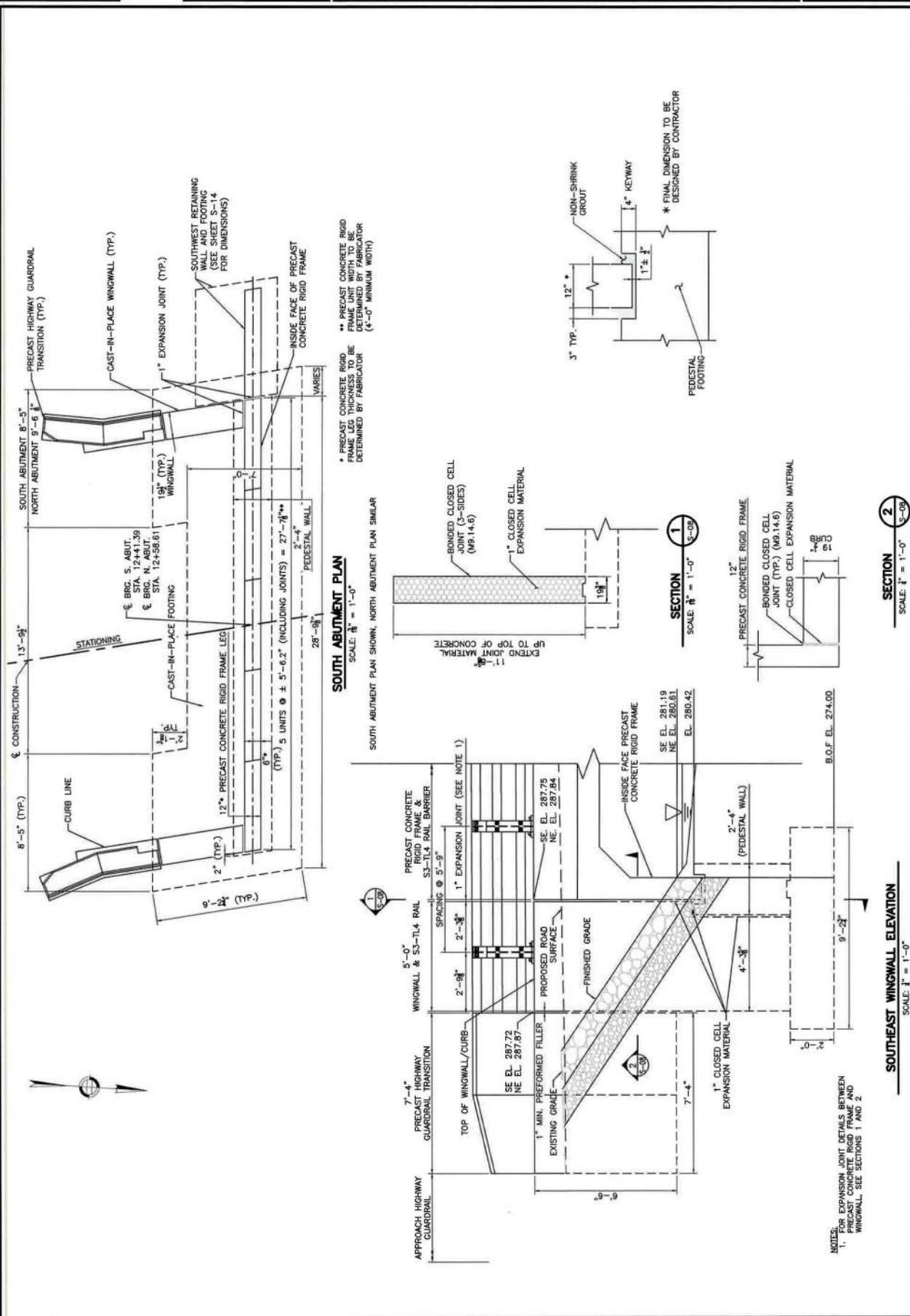


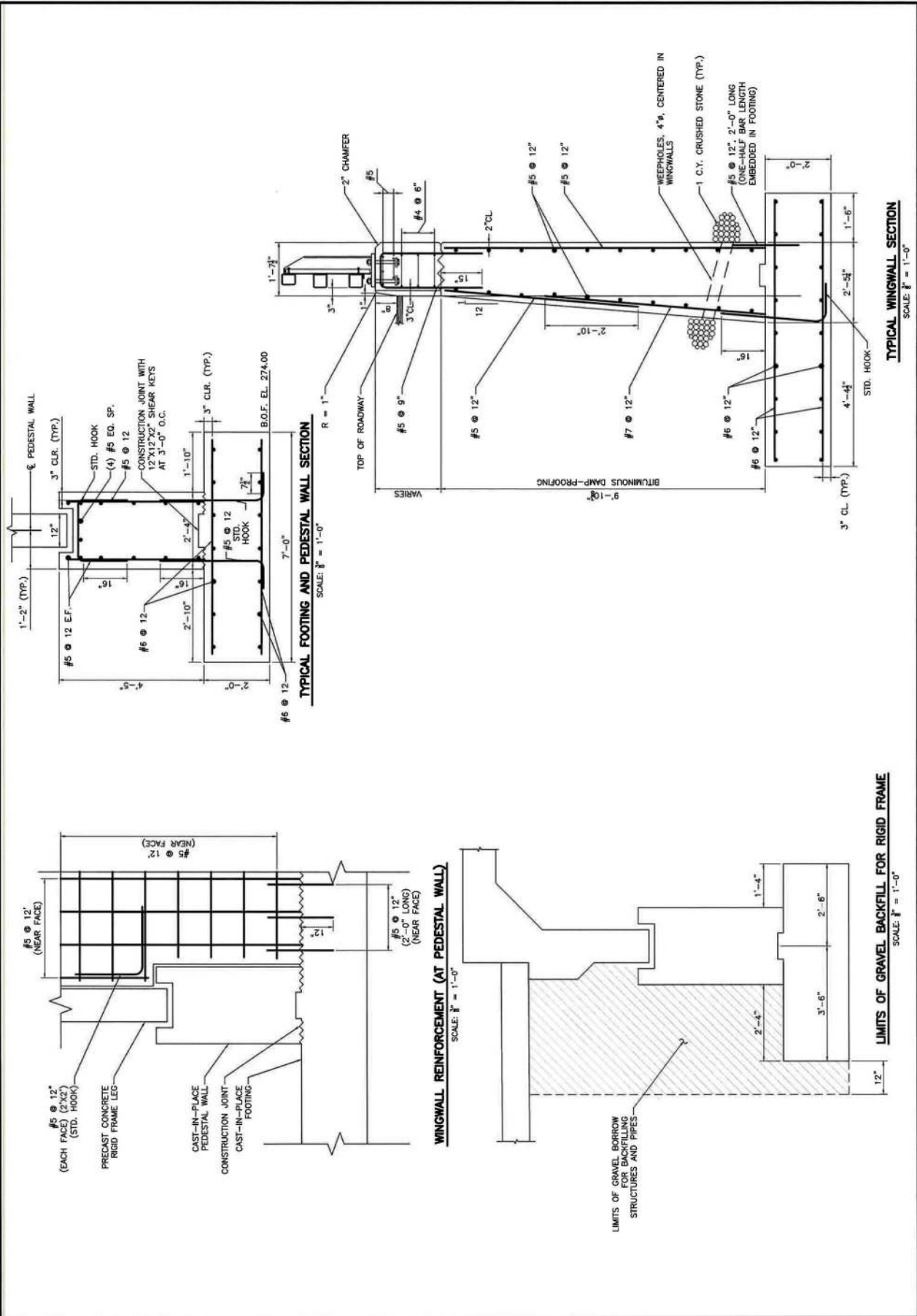
STAGE 3B WATER CONTROL PLAN
SCALE: 1" = 20'

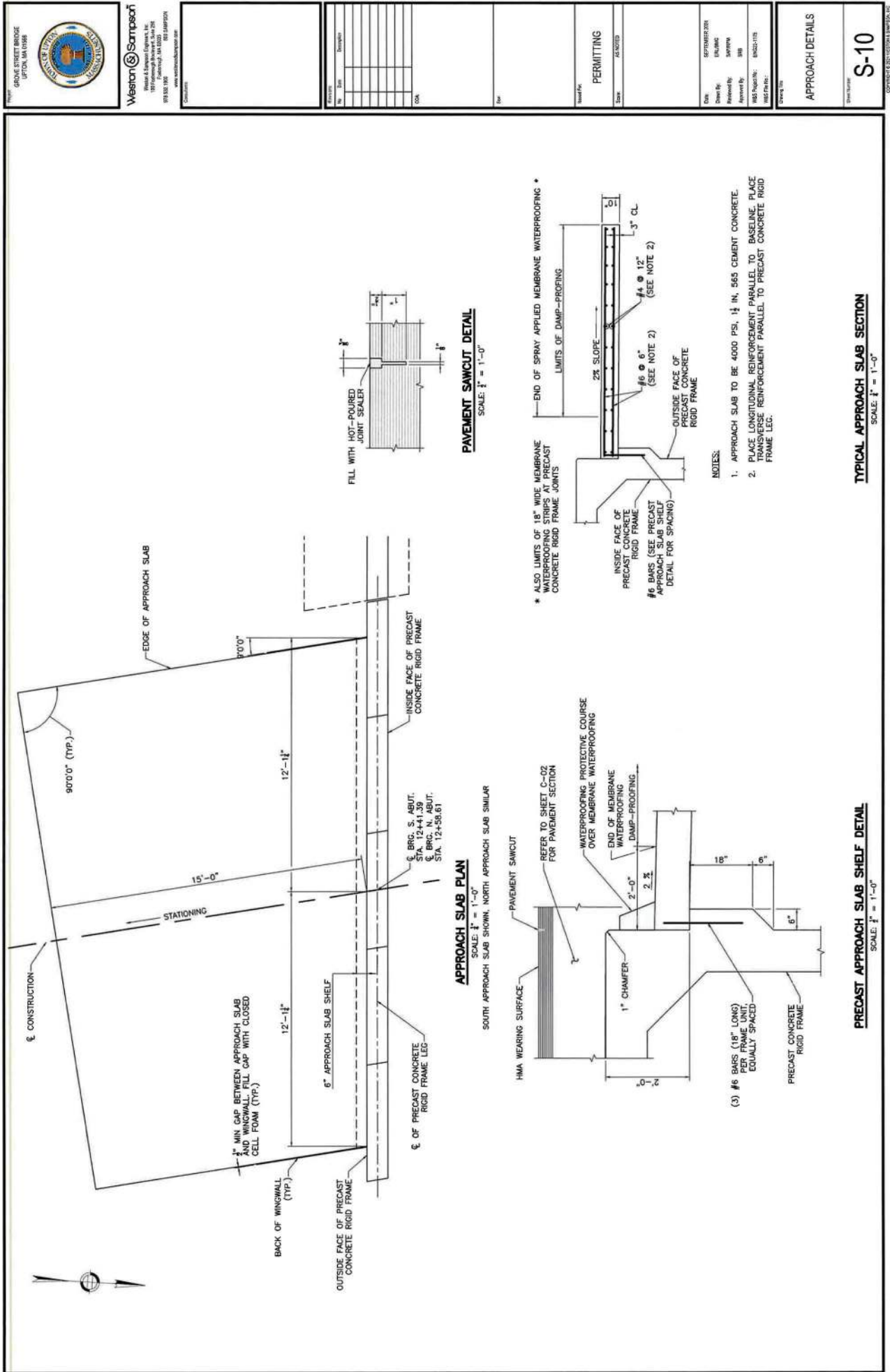


TYPICAL WATER CONTROL SECTION

- STAGE 3B:**
1. REMOVE TEMPORARY 42" C/P BYPASS PIPE AND
 2. INSTALL CONFORMERS TO THE ELEVATIONS SHOWN.
 3. INSTALL PRECAST RIGID FRAME UNITS AND GROUT
 4. SHEAR KEYS AT WINGWALLS.
 5. REMOVE TEMPORARY PUMP PUMP FROM
 6. EXISTING MANHOLE AND REDIRECT DRAINAGE
 7. THROUGH NEW 48" HEADWALL.
 8. SHEAR PILES AT EXISTING HEADWALL TO PREVENT SHEET PILES FROM BREACHING WITHIN THE LIMITS OF
 9. CUT SHEET PILING TO ELEV. 279.5 AND REGRADE, AS NECESSARY.
 10. REMOVE TEMPORARY 12" HOPE PIPE AND
 11. EXISTING DRAINAGE THROUGH NEW 12" C/P.
 12. INSTALL PERMANENT







[illegible]

Standard Fee:	PERMITTING	AS NOTED
Number:		

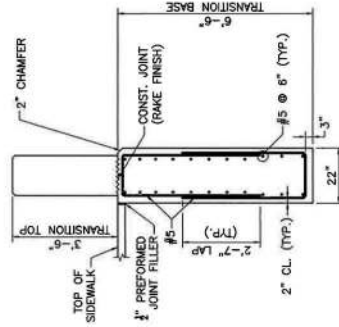
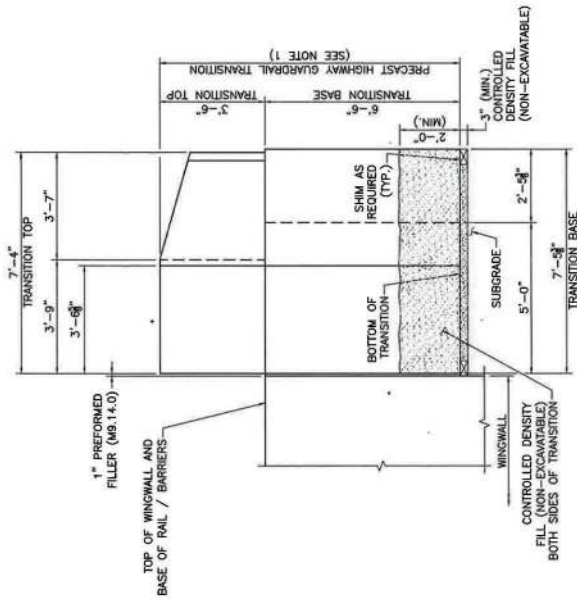
Date:	SEPTEMBER 2004
Drawn By:	BWJ
Reviewed By:	BM
Approved By:	SRB
WMS Project No:	ENC22-1175
WMS File No:	

PRECAST
GUARDRAIL
TRANSITION BASE

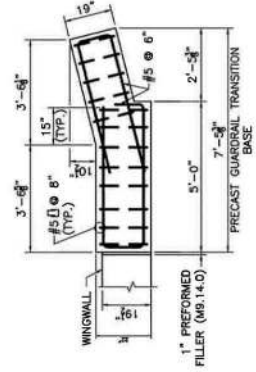
Sheet Number
S-11

NOTES:

1. PRECAST GLADRALCON TRANSITION SHALL BE 6000 PSI, 18, 605 HP CEMENT CONCRETE.
2. GRAVEL BORROW SHALL BE PLACED AND THOROUGHLY COMPACTED TO THE GRADE OF 3" (MIN) BELOW THE INTERSECTED BOTTOM OF THE PRECAST GLADRALCON TRANSITION BASE TO A HEIGHT OF 2'-0" (MIN) ON ALL SIDES OF THE TRANSITION BASE TO FORM A TRENCH IN WHICH TO SET THE TRANSITION. WHERE NO GRAVEL BORROW IS AVAILABLE TO SET THE TRANSITION, IT SHALL BE PLACED ON UNDISTURBED SOIL.
3. CONTRACTOR SHALL SET THE PRECAST GLADRALCON TRANSITION TO ALL PRECAST GLADRALCON TRANSITION WITH CONTROLLED DENSITY FILL (NON-EXCAVATABLE) TO THE ELEVATION SHOWN.
4. AFTER CONTROLLED DENSITY FILL (NON-EXCAVATABLE) HAS SET FILL THE GAPS BETWEEN GLADRALCON TRANSITION AND BLOCK-OUT IN BACKFILL AND ADJUTMENT WITH NON-SHRINK GROUT UP TO THE TOP OF BACKFILL.



NOTE:
REINFORCEMENT OF THE TRANSITION TOP
IS NOT SHOWN FOR CLARITY.



NOTE: WINGWALL REINFORCEMENT AND STRIATIONS NOT SHOWN FOR CLARITY.

PRECAST HIGHWAY GUARDRAIL TRANSITION BASE ELEVATION

SCALE: 1" = 1'-0"

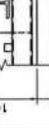
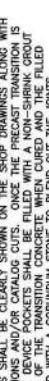
SECTION 1
SCALE: 1" = 1'-0"

SCALE: 1" = 1'-0"

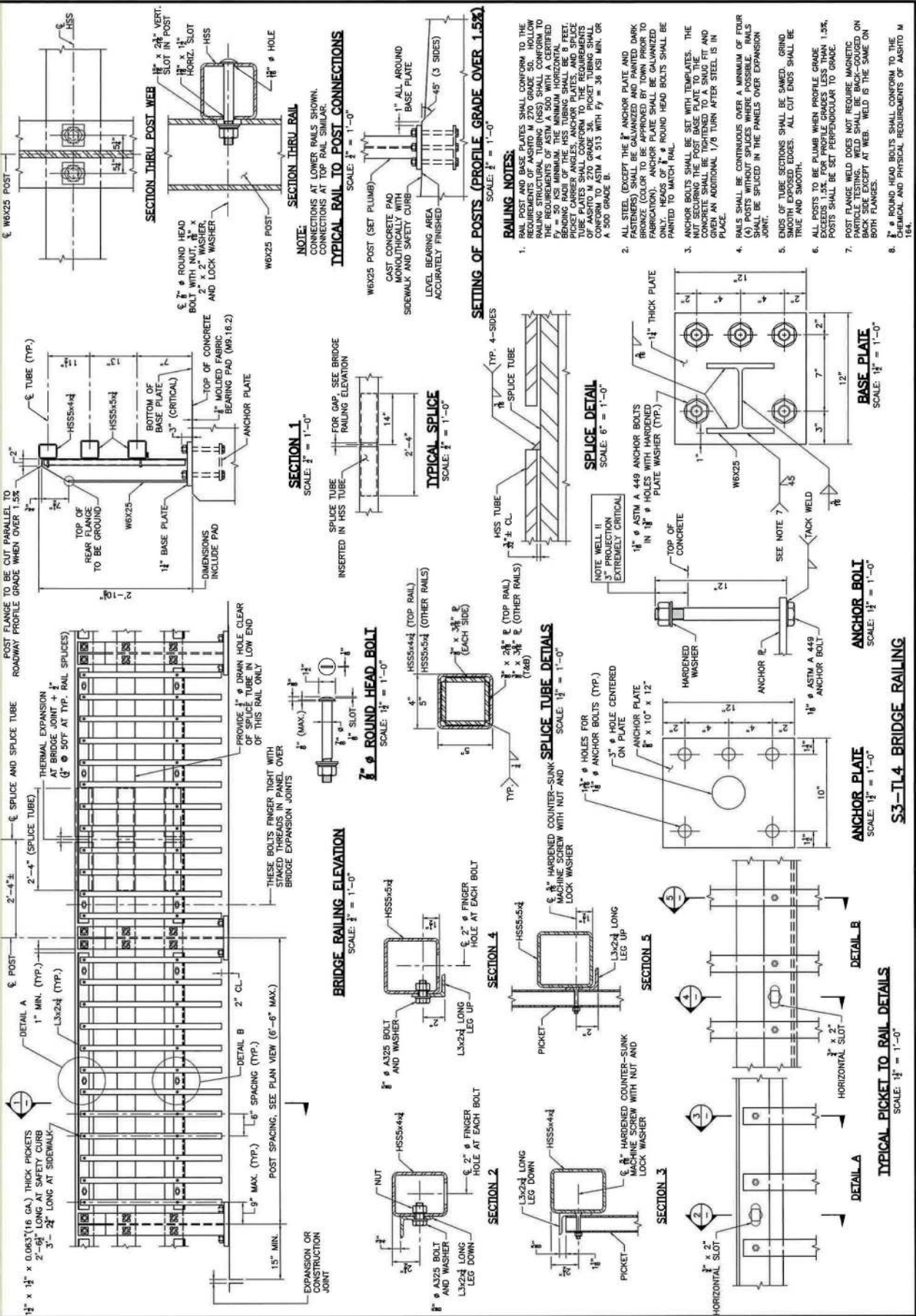
SECTION 2
SCALE: 1" = 1'-0"

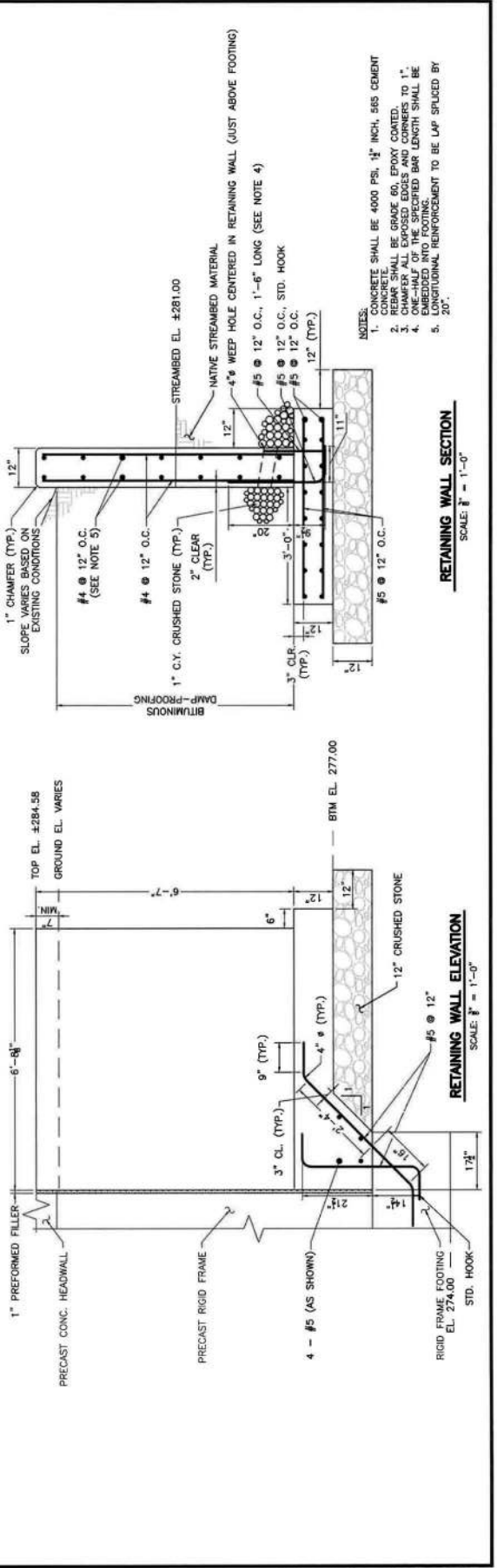
NOTES

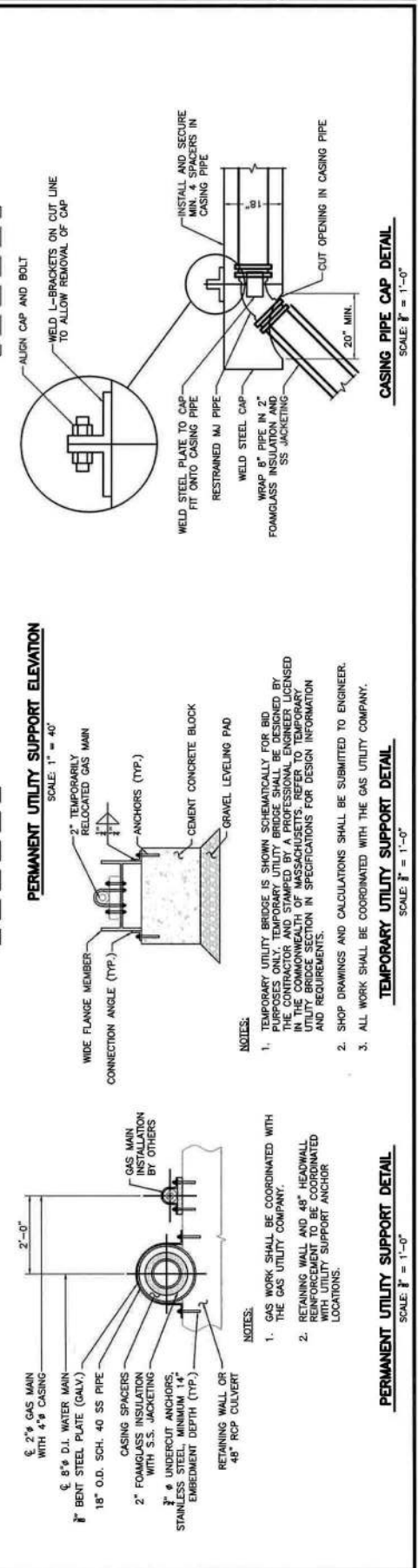
BOTTOM OF PRECAST HIGHWAY GUARDRAIL TRANSITION FOR S3-TL4 RAILING

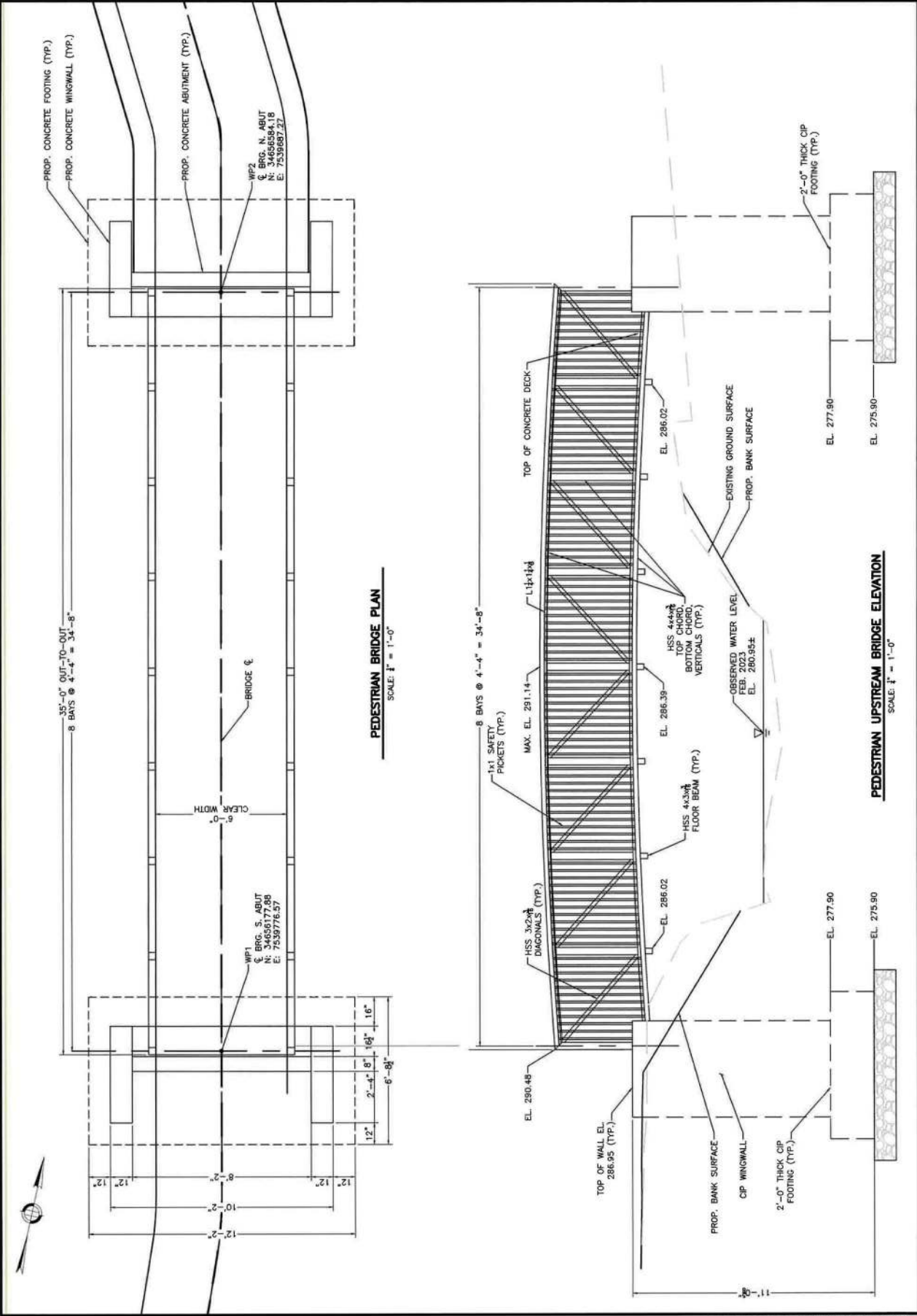


S3-TL4 BRIDGE RAILING	S-13











[illegible]

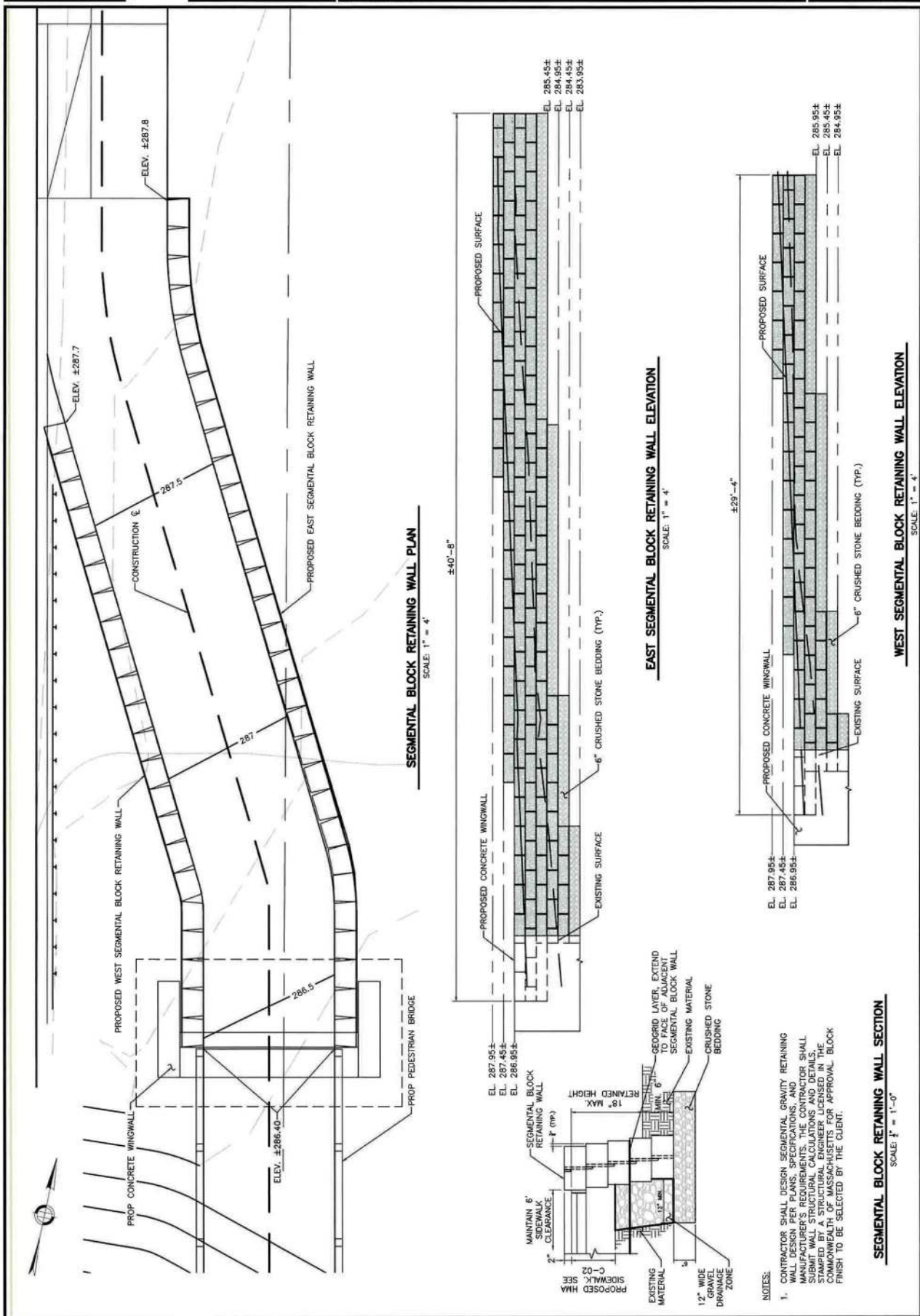
204

226

PERMITTING	AS NOTED
\$XXX.	

Cont.	SQF048JN 2024
Cover By	SAP
Reviewed By	SQF048M
Approved By	SAB
1632 Project No.: EQG02-175 1632 File No.:	

SEGMENTAL BLOCK RETAINING WALL PLAN, ELEVATION, & DETAILS	S-18





Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs

Department of Environmental Protection

Address: 100 Cambridge Street, Suite 900, Boston MA 02114 | Phone: 617-292-5500

Maura T. Healey
Governor

Kim Driscoll
Lieutenant Governor

Rebecca Tepper
Secretary

Bonnie Heiple
Commissioner

March 18, 2026

Town of Upton, Dennis Westgate, Director of Public Works
c/o Alexandra Gaspar, Weston & Sampson Engineers, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

RE: ISSUANCE OF CHAPTER 91 LICENSE N^o: WW01-0000754; 0 Grove Street Right of Way,
7 and 8 Grove Street, and 2 Main Street, Waters of Center Brook, Upton, Worcester
County

Dear Mr. Westgate:

Subject to the appeal rights identified in the regulations at 310 CMR 9.17, the Department of Environmental Protection has tentatively approved the enclosed, above-referenced Chapter 91 License Application. Pursuant to 310 CMR 9.14, a copy of the License is enclosed. **This License is not final until the administrative appeal period for this License has elapsed, or if such an appeal has been filed, until all proceedings before the Department have been completed.**

Pursuant to 310 CMR 9.17, this decision may be appealed within twenty-one (21) days of the date of issuance of this License. The work authorized by this License shall not commence if the Department receives a request for an adjudicatory hearing in accordance with 310 CMR 9.17(2). Upon successful completion of the appeal period and prior to conducting any work, this License shall be recorded at the applicable Registry of Deeds within the chain of title for the affected property as described below.

RECORDING OF THE LICENSE

Once final, this License and accompanying Mylar Plans must be recorded within the chains of title of all affected properties at the appropriate Registry of Deeds or, if registered land, with the Land Registration Office, within sixty (60) days from the date of license issuance. In

the case of recorded land, the License shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the project is located. In the case of the registered land, the License shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the project is located. Failure to record this License within the chains of title of all affected properties within sixty (60) days of the date of issuance will render this License void pursuant to 310 CMR 9.18.

Upon recording the License and Mylar Plans, you must notify the Department by accessing your Authorization record at <https://eplace.eea.mass.gov/citizenaccess> and entering the recording information. Instructions for entering recording information may be found at the following link: <https://www.mass.gov/doc/eplace-waterways-recording-information-amendment/download>. Failure to notify the Department of the recording of this License is a violation of 310 CMR 9.00.

CERTIFICATE OF COMPLIANCE

Pursuant to 310 CMR 9.19, once the licensed project is complete, the Licensee must file a Request for a Certificate of Compliance form, BRP WW05, within sixty (60) days of completion but in no event later than five (5) years from the License's issuance date. The License for any project for which such a request is not filed and a certificate issued may be revoked pursuant to 310 CMR 9.26.

Please contact the Waterways Regulation Program at dep.waterways@mass.gov if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "D. J. Padien", with a long horizontal stroke extending to the right.

Daniel J. Padien
Program Chief
Waterways Regulation Program

cc: Town of Upton Board of Selectmen
Town of Upton Planning Board
Town of Upton Conservation Commission

Encl: Chapter 91 License
Notice of Appeal Rights

NOTICE OF APPEAL RIGHTS

The following persons shall have the right to an adjudicatory hearing concerning this decision by the Department to grant or deny a license or permit, in accordance with 310 CMR 9.17(1): (a) an applicant who has demonstrated property rights in the lands in question, or which is a public agency; (b) any person aggrieved by the decision of the Department to grant a license or permit who has submitted written comments within the public comment period; (c) ten (10) residents of the Commonwealth who, pursuant to M.G.L. Chapter 30A, § 10A, have submitted comments within the public comment period with at least 5 of the 10 residents residing in the municipality(s) in which the license or permitted activity is located. The appeal shall clearly and specifically state the facts and grounds for the appeal and the relief sought, and each appealing resident shall file an affidavit stating the intent to be part of the group and to be represented by its authorized representative; (d) the municipal official in the affected municipality who has submitted written comments within the public comment period; and (e) CZM, for any project identified in 310 CMR 9.13(2)(a) for CZM participation or, in an Ocean Sanctuary, if it has filed a notice of participation within the public comment period.

How can I request an adjudicatory hearing?

A person requesting an adjudicatory hearing must submit a "Notice of Claim" to the Department, with a copy of the MassDEP Adjudicatory Hearing Fee Transmittal Form and include the details specified below, within twenty-one (21) days of the date of issuance of this decision. The Fee Transmittal Form is available at the following website: <https://www.mass.gov/doc/adjudicatory-hearing-fee-transmittal-form/download>. The Notice of Claim must be made in writing and sent by certified mail or hand delivery to:

MassDEP
Case Administrator
100 Cambridge Street, 9th Floor
Boston, MA 02114

A copy of the complete Notice of Claim must be sent at the same time by certified mail or hand delivery to: (1) the Applicant, (2) the municipal official of the city or town where the project is located, and (3) the issuing office of the MassDEP, which in this case is located at:

MassDEP
Waterways Regulation Program
100 Cambridge Street, 9th Floor
Boston, MA 02114

The MassDEP Adjudicatory Hearing Fee Transmittal Form and a valid check payable to "The Commonwealth of Massachusetts" in the amount of one hundred dollars (\$100) must be mailed to:

MassDEP
Commonwealth Master Lockbox
P.O. Box 4062
Boston, MA 02211

What information must be included in the hearing request?

Pursuant to 310 CMR 9.17(3), any Notice of Claim requesting an adjudicatory hearing must include the following information:

- (a) the MassDEP Waterways Application File Number;
- (b) the complete name, address, fax number and telephone number of the Applicant;
- (c) the address of the project;
- (d) the complete name, address, fax number, and telephone number of the party filing the request and, if represented by counsel, the name, address, fax number, and phone number of the attorney;
- (e) if claiming to be a person aggrieved, the specific facts that demonstrate that the party satisfies the definition of "aggrieved person" found in 310 CMR 9.02;
- (f) a clear statement that a formal adjudicatory hearing is being requested;
- (g) a clear statement of the facts which are the grounds for the proceedings, the specific objections to the MassDEP's written decision, and the relief sought through the adjudicatory hearing, including specifically the changes desired in the final written decision; and
- (h) a statement that a copy of the request has been sent to the Applicant and the municipal official of the city or town where the project is located.

Dismissal of request

The request for appeal will be dismissed if the filing fee is not paid unless the appellant is exempt or is granted a waiver.

Exemptions

The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority.

Waiver

The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

The Commonwealth of Massachusetts



No. WW01-0000754

Whereas, The Town of Upton

of -- Upton -- in the County of -- Worcester -- and Commonwealth aforesaid, has applied to the Department of Environmental Protection for license to -- construct an infrastructure crossing facility and stormwater improvements, including improvement dredging, as further detailed below -----

and has submitted plans of the same; and whereas due notice of said application, ~~and of the time and place fixed for a hearing thereon,~~ has been given, as required by law, to the -- Municipal Official -- of the -- Town of Upton; -----

Now, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, ~~subject to the approval of the Governor,~~ authorizes and licenses the said -----

Town of Upton -- subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to -- construct and maintain a 16-foot wide by 27.6-foot long culvert with a low chord elevation of 284.75 feet NAVD 88 (approximately 3.8 feet of clearance above the High Water Mark) with utility crossings, a 17.6-foot wide by 6.7-foot long pedestrian bridge with a low chord elevation of 286.39 feet NAVD 88 (approximately 5.44 feet of clearance above the High Water Mark), including 187 square feet of retaining wall with subsurface concrete footings and crushed stone base, 66 square feet of riprap scour protection at the east end of the culvert along both shorelines extending east beneath the bridge, and a 48-inch outfall at the west end of the project site, including 962 square feet (66 cubic yards) of improvement dredging to a maximum depth of 273 feet NAVD 88, and temporary construction measures including cofferdams and a bridge/utility support -

0 Grove Street Right of Way, 7 and 8 Grove Street, and 2 Main Street, Waters of Center Brook, Upton, Worcester County

within waters of -- Center Brook -- 0 Grove Street Right of Way, 7 and 8 Grove Street, and 2 Main Street -- in the -- Town of Upton -- and in accordance with the locations shown and details indicated on the accompanying License Plan (8 sheets) signed and sealed on February 26, 2026 by Scott R. Bruso, Massachusetts Professional Engineer No. 48061.

No Specific Legislative Authorizations and/or Licenses for the project site have been identified.

The structures authorized hereby shall be limited to the following uses: infrastructure crossing facilities, stormwater conveyance, and shoreline stabilization.

This License is valid for an unlimited term, pursuant to 310 CMR 9.15(1)(c).

This License is subject to the following Special Conditions and Standard Conditions:

SPECIAL CHAPTER 91 LICENSE CONDITIONS

1. The bridges and all above-ground utilities shall be maintained such that they minimally provide clearance above the High Water Mark as specified herein.
2. Temporary construction measures shall be removed within five (5) years of the date of license issuance, unless an extension to the construction period is granted by the Department as described in Special Condition No 9.
3. Any structural alteration, change in use, or other modifications to that explicitly authorized herein and contained on the License Plans shall require the prior review of the Department to determine whether additional licensing is required pursuant to M.G.L. Chapter 91 and the Waterways Regulations at 310 CMR 9.00.
4. All structures authorized herein shall be constructed to meet the Engineering and Construction Standards pursuant to 310 CMR 9.37.
5. The use of unencapsulated polystyrene as part of any permanent or temporary component of the structures authorized herein is prohibited.
6. The Licensee shall maintain all fill and structures in accordance with the terms and conditions specified herein or this License may expire, pursuant to 310 CMR 9.25(1)(c).

0 Grove Street Right of Way, 7 and 8 Grove Street, and 2 Main Street, Waters of Center Brook, Upton, Worcester County

7. The Licensee shall allow agents of the Department to enter the project site to verify compliance with the conditions of this License.
8. All work authorized herein shall be completed within five (5) years of the date of license issuance. The construction period may be extended by the Department for one (1) or more one (1) year periods without public notice, provided that the Licensee submits to the Department a minimum of thirty (30) days prior to the end of the construction period, a written request to extend the period and provides adequate justification for said extension.
9. Within sixty (60) days of completion of the licensed project, the Licensee shall request in writing that the Department issue a Certificate of Compliance in accordance with 310 CMR 9.19. The request shall be accompanied by a certification by a registered professional engineer licensed to do business in the Commonwealth that the project was completed in accordance with the plans, specifications, and conditions of this License.

Please see below for additional conditions to this License _____

Duplicate of the plan for License Number WW01-0000754 is on file in the office of the Department, and original of said plan accompanies this License and is to be referred to as a part hereof.

STANDARD CHAPTER 91 LICENSE CONDITIONS

1. Acceptance of this License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein.
2. This License is granted upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity or use authorized pursuant to this License.
3. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this License void.
4. This License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This License may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.
5. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein and the details indicated on the accompanying license plans.
6. Nothing in this License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner or owners thereof. The Licensee stated that The Town of Upton was the property owner at the time the application was submitted.

0 Grove Street Right of Way, 7 and 8 Grove Street, and 2 Main Street, Waters of Center Brook, Upton, Worcester County

7. This License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to the Wetlands Protection Act, M.G.L. Chapter 131, §40.
8. This License is granted upon the express condition that the use of the structures and/or fill authorized hereby shall be in strict conformance with all applicable requirements and authorizations of the MassDEP.
9. This License authorizes structure(s) and/or fill on:

_____ Private Tidelands - In accordance with the public easement that exists by law on Private Tidelands, the Licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, and the natural derivatives thereof.

_____ Commonwealth Tidelands - The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark and upon any other lands defined as Commonwealth Tidelands. Said lands are held in trust by the Commonwealth for the benefit of the public.

_____ Great Pond of the Commonwealth - The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose.

☒ Navigable River or Stream - The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, in the waterway.

No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this License.

10. Unless otherwise expressly provided by this License, the Licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon.

STANDARD CHAPTER 91 DREDGING CONDITIONS

1. Acceptance of this authorization shall constitute an agreement by the Licensee/Permittee to conform to all terms and conditions stated herein.
2. Any modification from that explicitly authorized herein and contained on the Plans shall require prior review of the Department to determine whether additional authorization is required pursuant to M.G.L. Chapter 91, the Public Waterfront Act, and the Waterways Regulations at 310 CMR 9.00.
3. The Licensee/Permittee shall inform the Department in writing at least three (3) days before commencing any authorized dredging or dredge material disposal.
4. This authorization is issued upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee/Permittee prior to the commencement of any activity hereby authorized.
5. This authorization shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This authorization may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee/Permittee, or his agent, and those persons who have filed a written request, with the Department, for such notice and have afforded the Licensee/Permittee a reasonable opportunity to correct said noncompliance. Failure to correct noncompliance after the issuance of a written notice by the Department shall render this authorization void.

0 Grove Street Right of Way, 7 and 8 Grove Street, and 2 Main Street, Waters of Center Brook, Upton, Worcester County

6. This authorization is issued subject to all applicable federal, state, county, and municipal laws, ordinances, bylaws, and regulations, including but not limited to, a valid Order of Conditions issued pursuant to the Wetlands Protection Act, M.G.L. Chapter 131, §40 and a valid Water Quality Certification issued pursuant 314 CMR 9.00.
7. This authorization is issued upon the express condition that dredging, transportation, and disposal of dredge material shall be in strict conformance with all applicable requirements and authorizations of the Department. Any subsequent maintenance dredging and transportation and disposal of dredge material during the term of this authorization shall be in strict conformance with all applicable requirements and authorizations of the Department.
8. Unless otherwise authorized in accordance with a Special Condition of this authorization, no maintenance dredging beyond the time authorized herein is permitted.
9. The dredging under this authorization shall be conducted as to cause no unnecessary obstruction of the free passage of vessels.
10. In conducting the dredging authorized, care shall be taken to cause no shoaling. If, however, any shoaling is caused, the Licensee/Permittee shall, at his expense, remove the shoal areas. The Licensee/Permittee shall pay all costs of supervision, and if at any time the Department deems necessary a survey or surveys of the area dredged, the Licensee/Permittee shall pay all costs associated with such work.
11. Nothing in this authorization shall be construed as to impair the legal rights of any persons or authorize dredging on land not owned by the Licensee/Permittee without consent of the owner(s) of such property.
12. The Licensee/Permittee shall assume and pay all claims and demands arising in any manner from the work authorized herein and shall save harmless and indemnify the Commonwealth of Massachusetts, its officers, employees, and agents from all claims, audits, damages, costs and expenses incurred by reason thereof.
13. Whosoever violates any provisions of this authorization shall be subject to a fine of twenty-five thousand dollars and zero cents (\$25,000.00) per day for each day such violation occurs or continues, or by imprisonment for not more than one year, or both such fine and imprisonment; or shall be subject to civil penalty not to exceed twenty-five thousand dollars and zero cents (\$25,000.00) for each day such violation occurs or continues.
14. In the event of any conflict between the Special Conditions and the Standard Conditions, the Special Conditions shall prevail.

The amount of tidewater displaced by the work hereby authorized has been ascertained by said Department, and compensation thereof has been made by the said -- Town of Upton -- by paying into the treasury of the Commonwealth -- \$2.00 -- for each cubic yard so displaced (N/A), being the amount hereby assessed by said Department -- *exempt pursuant to 310 CMR 9.16(4)(a)*.

Nothing in this License shall be so construed as to impair the legal rights of any person.

This License shall be void unless the same and the accompanying Mylar plan are recorded within the chain of title for the affected property within sixty (60) days from the date hereof, in the appropriate Registry of Deeds for the -- County of -- Worcester.

0 Grove Street Right of Way, 7 and 8 Grove Street, and 2 Main Street, Waters of Center Brook,
Upton, Worcester County

In witness whereas, said Department of Environmental Protection have hereunto set

their hands this 18th day of March in the year 2026.

Program Chief

D. J. Padier
Daniel J. Padier

Department of
Environmental Protection

THE COMMONWEALTH OF MASSACHUSETTS

~~This License is approved in consideration of the payment into the treasury of the Commonwealth by the said -- Town of Upton -- the further sum of -- N/A -- the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.~~

BOSTON,

~~Approved by the Governor.~~

Maura T. Healey, Governor

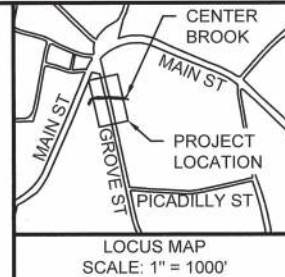
I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Scott Bauer
NAME

2/26/26
DATE

DRAWING INDEX

SHEET	TITLE
1	COVER
2	EXISTING CONDITIONS
3	CONSTRUCTION PLAN
4	WATERWAY DREDGE PLAN
5	BRIDGE SECTION
6	PEDESTRIAN BRIDGE ELEVATION
7	HEADWALL SECTION
8	RETAINING WALL SECTION



TOWN OF UPTON, MASSACHUSETTS

**GROVE STREET BRIDGE
OVER CENTER BROOK
BRIDGE NO. U-01-004 (CAH)
BRIDGE REPLACEMENT**

**CH. 91 PERMITTING SET
- NOT FOR CONSTRUCTION -**



PLAN ACCOMPANYING PETITION OF THE TOWN OF UPTON TO REPLACE AN EXISTING CULVERT/BRIDGE, CONSTRUCT A PEDESTRIAN BRIDGE, DREDGE AND FILL WITHIN THE WATERS OF CENTER BROOK AT GROVE STREET, UPTON, WORCESTER COUNTY, MASSACHUSETTS.

COVER
SHEET 1 OF 8
JANUARY 2026

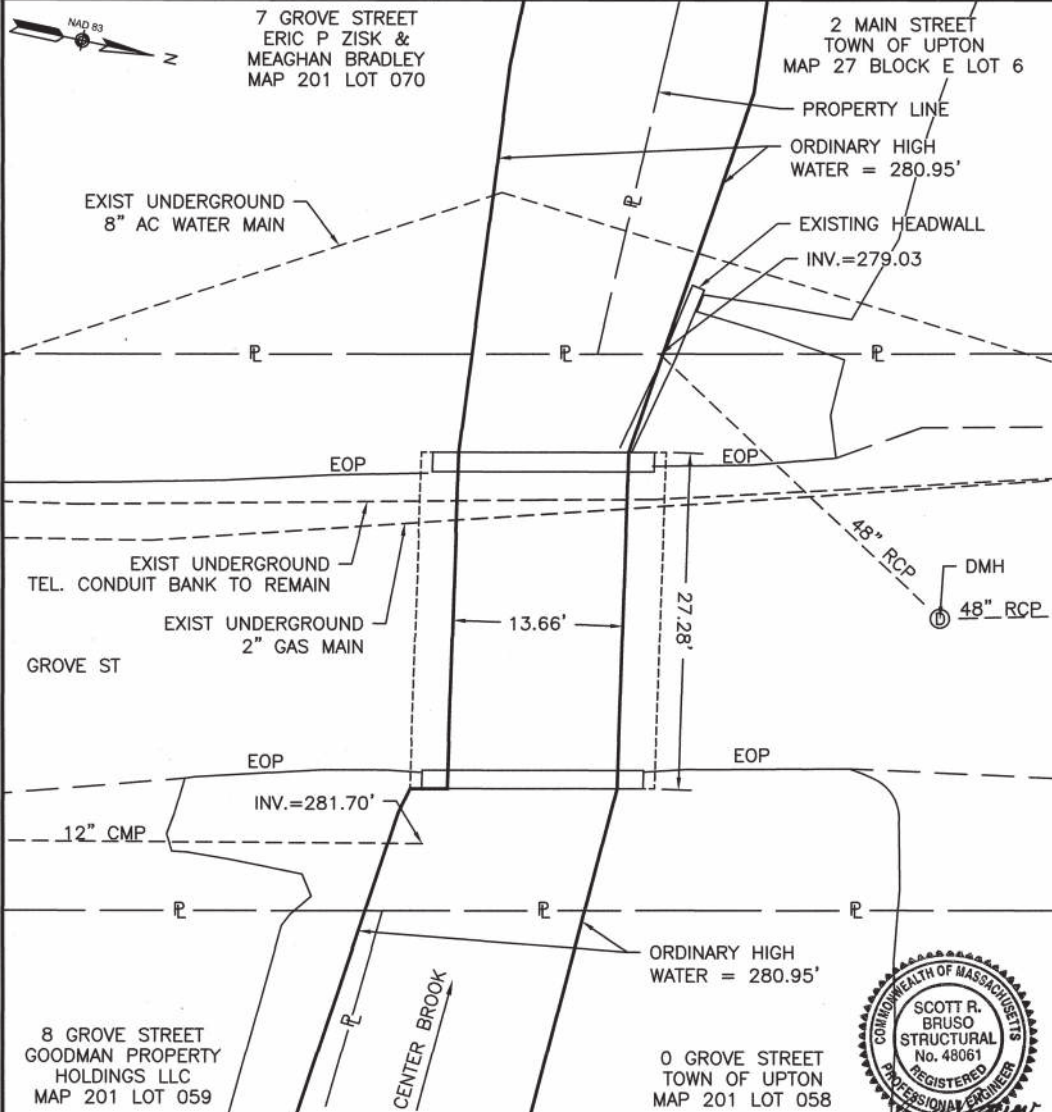
LICENSE PLAN NO. WWE1-0000754
Approved by Department of Environmental Protection
of Massachusetts

David P. [Signature]
March 19, 2026

I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

NAME

2/26/26
DATE



NOTE:

1. TOPOGRAPHICAL INFORMATION IS BASED ON AN ON THE GROUND SURVEY PERFORMED BY CHAPPELL ENGINEERING IN FEBRUARY OF 2023. CONTOURS AND ELEVATIONS SHOWN ON NAVD88 ON GPS OBSERVATIONS TAKEN AT THE TIME OF THE FIELD SURVEY. MAPPING PREPARED ON NAD83 STATE PLAN COORDINATE SYSTEM-MASSACHUSETTS MAINLAND ZONE.



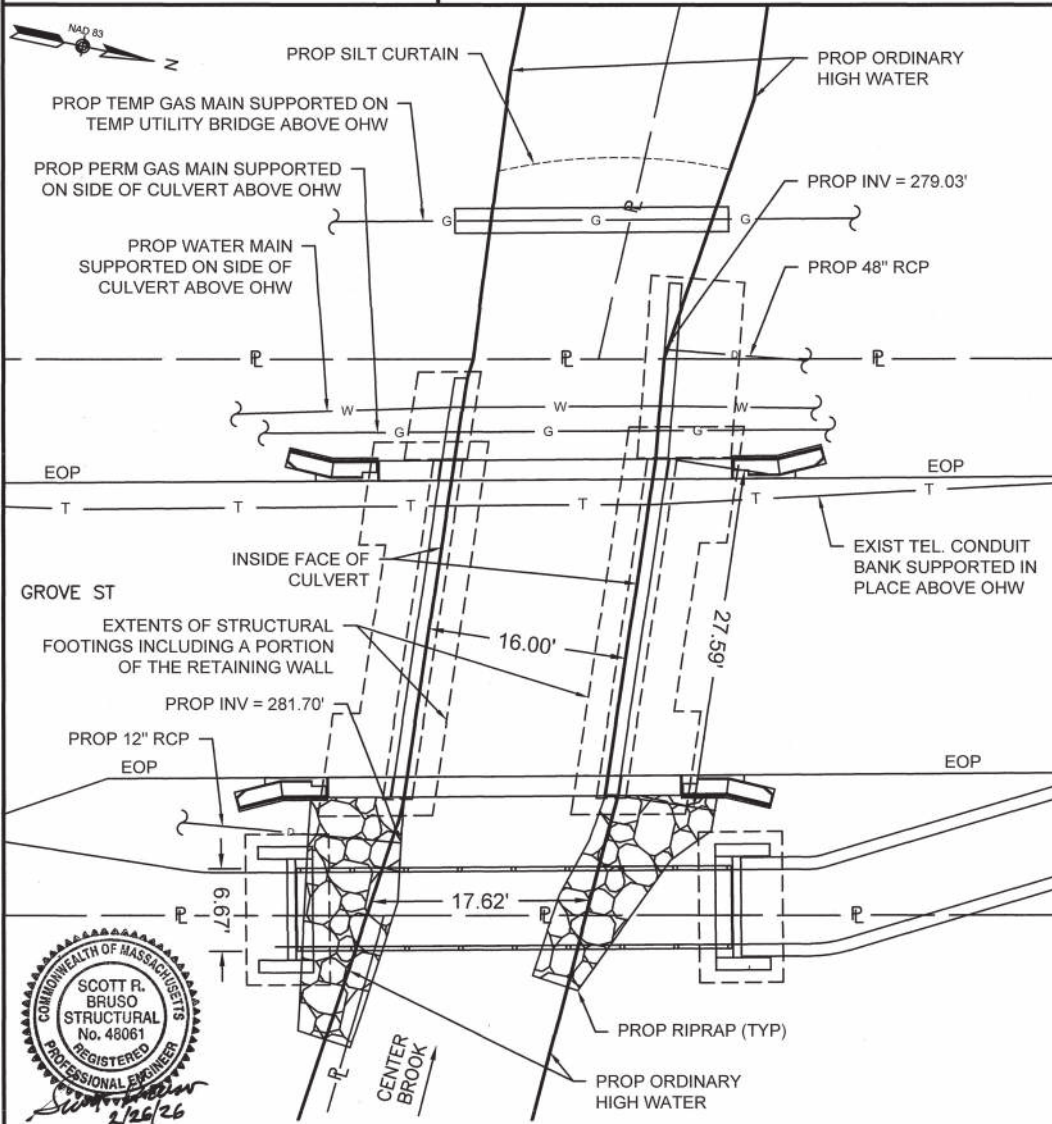
EXISTING CONDITIONS
SHEET 2 OF 8
JANUARY 2026

LICENSE PLAN NO. W001-0000754
Approved by Department of Environmental Protection
Date: March 18, 2026

I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Scott R. Brusco
NAME

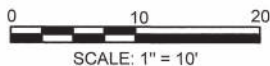
2/26/26
DATE



NOTE:

1. PROJECT CONSTRUCTION WILL BE CONDUCTED USING SHEET PILE COFFER DAMS AND OTHER TEMPORARY MEASURES.

AREA OF RIPRAP WITHIN CHAPTER 91 = 66 SF
AREA OF FOOTINGS AND CRUSHED STONE
BASE WITHIN CHAPTER 91 = 187 SF



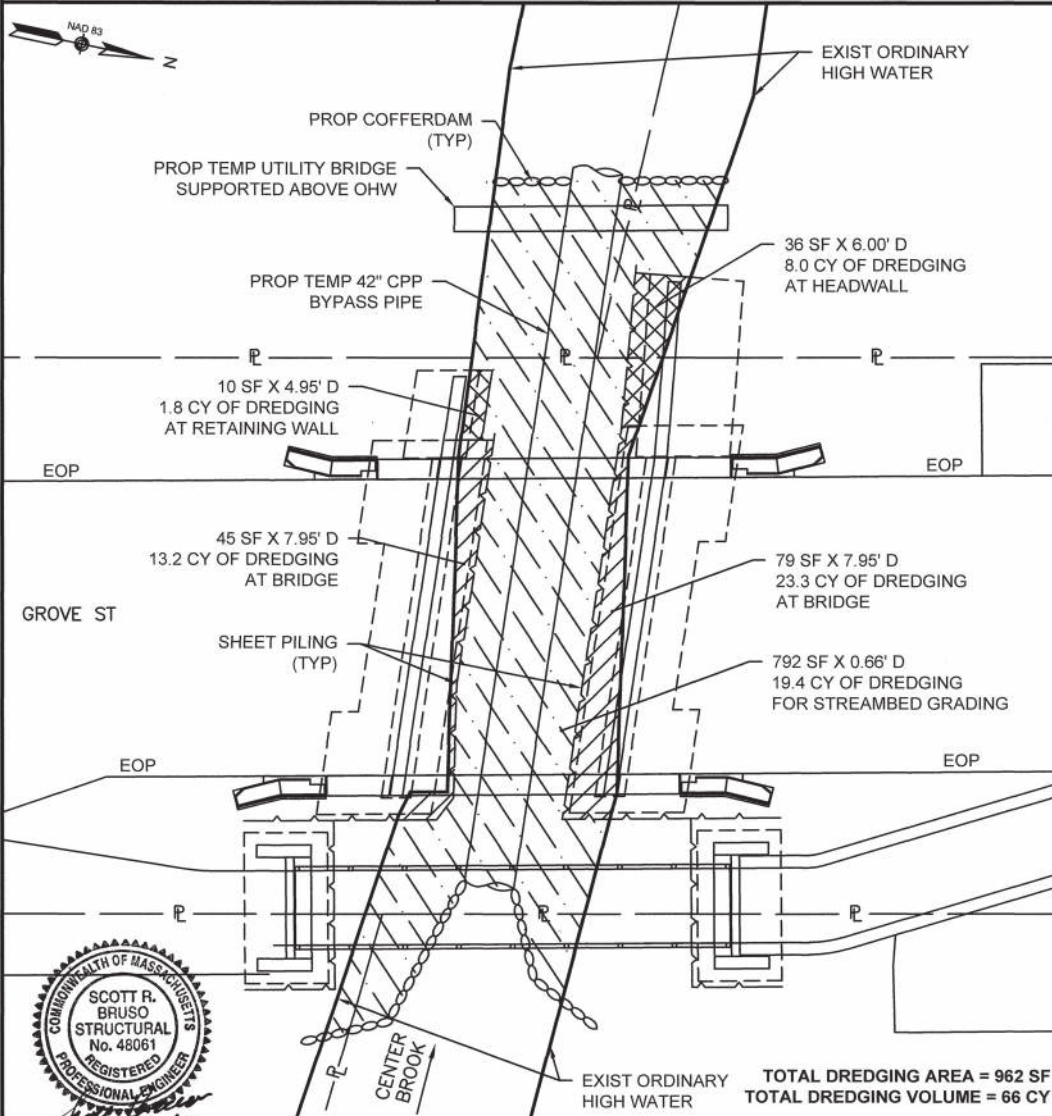
CONSTRUCTION PLAN
SHEET 3 OF 8
JANUARY 2026

LICENSE PLAN NO. *WW01-000754*
Approved by Department of Environmental Protection
Date: *March 18, 2026*

I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Scott Bruo
NAME

2/26/26
DATE



NOTE:

1. SECTIONS AND ELEVATIONS DEPICTING DREDGING DEPTHS ARE SHOWN ON SHEETS 5 - 8.



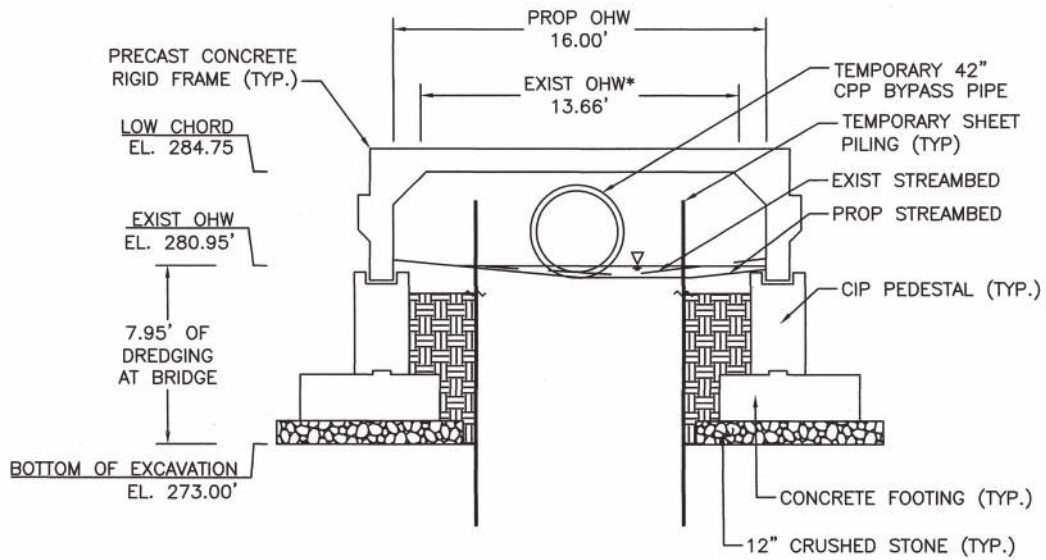
WATERWAY DREDGE PLAN
SHEET 4 OF 8
JANUARY 2026

PERMIT PLAN NO. **WW01-0000754**
Approved by Department of Environmental Protection
Date: **March 18, 2026**

I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Scott Bruso
NAME

2/26/26
DATE



*SEE WATERWAY DREDGE PLAN FOR LOCATION OF EXISTING ORDINARY HIGH WATER ALONG PROPOSED BRIDGE



0 1 2 4 8
SCALE: 3/16" = 1'

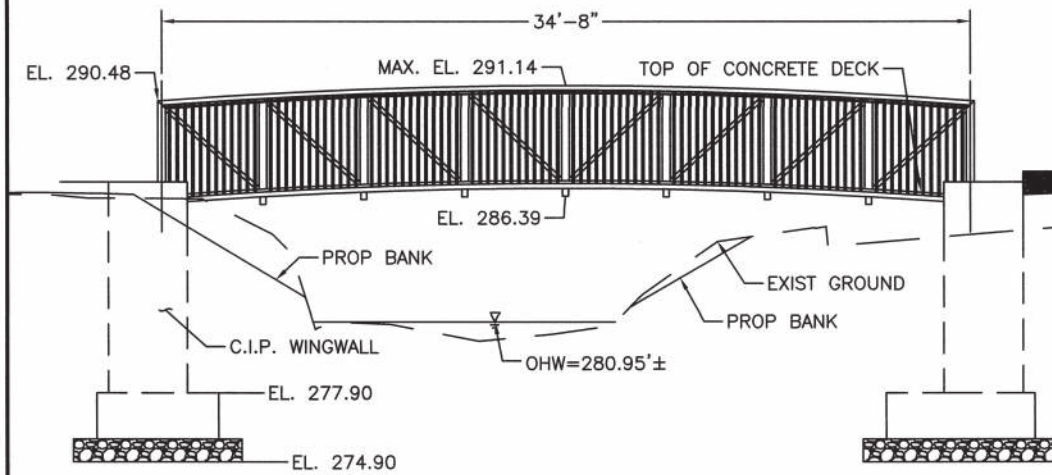
BRIDGE SECTION
SHEET 5 OF 8
JANUARY 2026

LICENSE PLAN NO. WW01-0000754
Approved by Department of Environmental Protection
Date: March 18, 2026

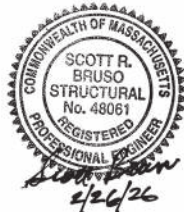
I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Scott Bruso
NAME

2/26/26
DATE



*THE EXCAVATION LIMITS OF THE PROPOSED PEDESTRIAN BRIDGE IS OUTSIDE THE EXTENTS OF THE EXISTING ORDINARY HIGH WATER.



0 1 2 4 8
SCALE: 3/16" = 1'

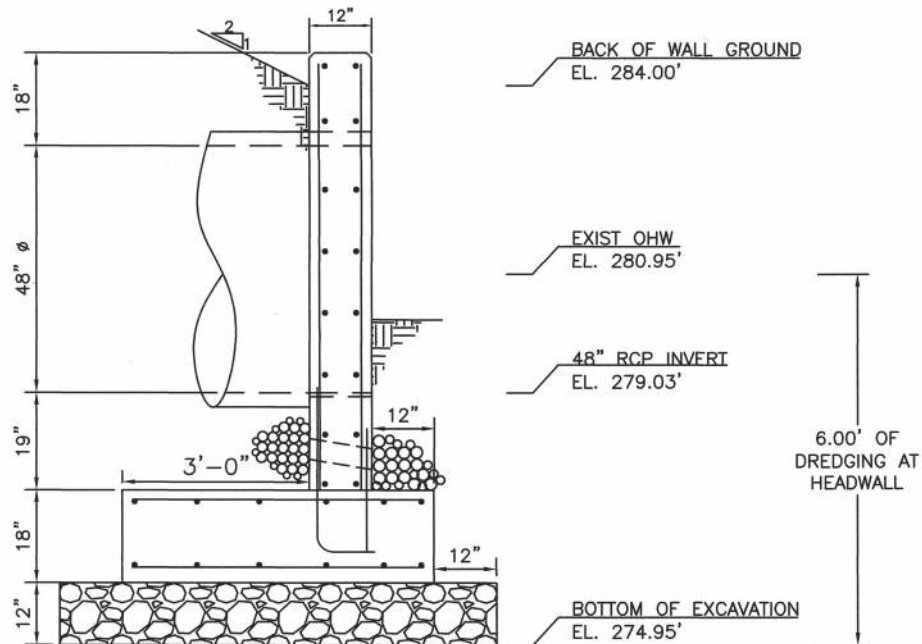
PEDESTRIAN BRIDGE ELEVATION
SHEET 6 OF 8
JANUARY 2026

LICENSE PLAN NO. *WWD1-0000754*
Approved by Department of Environmental Protection
Date: *March 18, 2026*

I CERTIFY THAT THIS PLAN, AS PREPARED, CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Scott Bruso
NAME

2/26/26
DATE



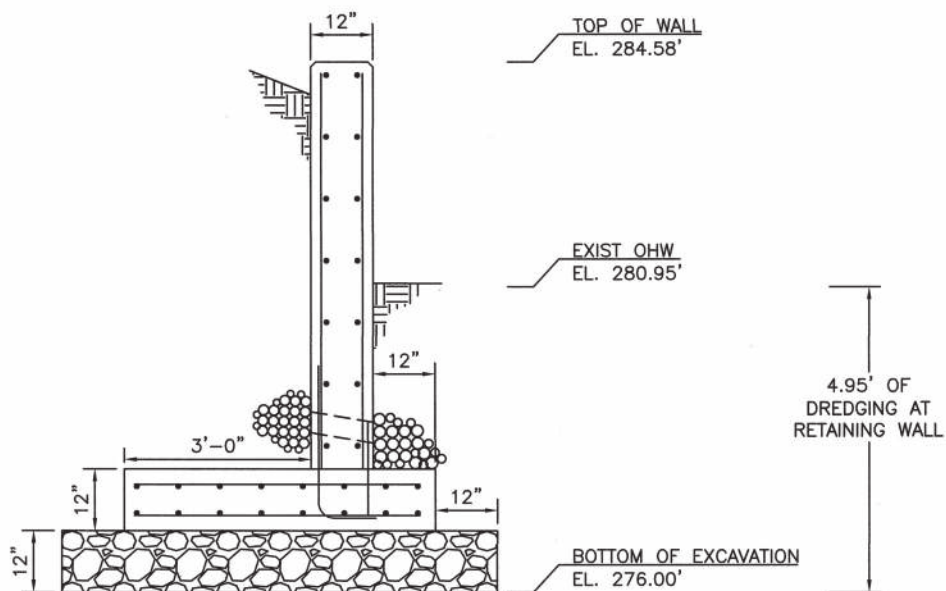
0 1 2 3
SCALE: 1/2" = 1'

HEADWALL SECTION
SHEET 7 OF 8
JANUARY 2026

LICENSE PLAN NO. *WW01-000754*
Approved by Department of Environmental Protection
Date: *March 18, 2026*

Lois Bruer
NAME

2/26/26
DATE



LICENSE PLAN NO. **WW01-0000754**
Approved by Department of Environmental Protection
Date: **March 19, 2026**

SECTION 01110

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be always had to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.
- D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 EASEMENTS:

- A. As indicated on the drawings, the work is in easements obtained by the Owner. The Contractor has no rights outside of the easements unless they are obtained from the property owner.
- B. Contractor shall schedule work so that it will cause minimum inconvenience and nuisance to abutting property owners, over the shortest possible time.
- C. Easements shall be kept clean; no rubbish or discarded construction materials shall be allowed to accumulate. Storage of excess construction materials, including soil, ledge, equipment, or machinery on easements will not be allowed.

- D. Restoration of fences, shrubs, trees, and grass shall be completed promptly following completion of the work in an easement, to minimize disruption and inconvenience to property owners.
- E. Unless approved by the Engineer, the use of easements for ease of access to and egress from other areas of the project will not be permitted.

3.03 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- B. Bridges provided for access to private property during construction shall be removed when no longer required.
- C. The length of open trench will be controlled by the surrounding conditions but shall always be confined to the limits prescribed by the Engineer.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- E. All street excavations shall be completely closed at the end of each work day. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.04 MAINTENANCE OF TRAFFIC:

- A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely always maintained.
- B. Should the Chief of Police deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required.
- C. The Contractor shall at its own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. The Contractor shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner. See Section 01552 CONSTRUCTION ZONE SAFETY PLAN.

- D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.
- E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as guards to protect the Contractor's equipment and materials.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of its responsibilities for protection of persons and property under the terms of the Contract.

3.05 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at its expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

3.06 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

- A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported, and protected from damage by the contractor. Should such property be damaged, the Contractor shall restore it, at no additional cost to the Owner.
- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.
- C. When fences interfere with the Contractor's operations, it shall remove and (unless otherwise specified) promptly restore them in.
- D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped to cut or otherwise damage such surfaces.
- E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

- F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.07 MAINTENANCE OF FLOW:

- A. The Contractor shall at its own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.
- B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the previously mentioned drainage facilities, it shall repair the same within the same day.
- C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01740, CLEANING UP.

3.08 REJECTED MATERIALS AND DEFECTIVE WORK:

- A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or its employees, as determined by the Engineer, occurring before the final payment.

3.09 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.10 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." The Contractor shall be familiar with the requirements of these regulations.

3.11 SITE INVESTIGATION:

The Contractor acknowledges that it has satisfied itself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished as far as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor based on the information made available by the Owner.

3.12 HANGERS, PADS, AND SUPPORTS:

- A. Unless otherwise indicated, hangers and supports shall be by the trade providing the supported item.
- B. Except where detailed or specified, design of hangers and supports shall be the responsibility of the Contractor. All parts of such hangers or supports shall be designed in accordance with accepted engineering practice, using a factor of safety of at least 2½.
- C. When proprietary hangers, etc., are supplied, satisfactory evidence of the strength of such items shall be furnished.
- D. Hangers for items hung from steel and concrete shall be centered on the vertical center of gravity of the beam.
- E. Locations and sizes of openings, sleeves, concrete pads, steel frames, and other equipment supports are indicated on the drawings for bidding purposes only. Final sizes and locations of such items shall be obtained from the shop drawings.

3.13 SLEEVES, HOLES, HANGERS, INSERTS, ETC.:

- A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the architectural and structural drawings (or reference is made thereon to drawings containing such information) to accommodate mechanical or electrical items, they shall be by the mechanical or electrical trade concerned.

- B. Sleeves, inserts, anchors, etc., supplied under the mechanical and electrical contracts in sufficient time to so permit, shall be set in concrete, masonry, etc., or fastened to steel deck, etc., by the respective architectural or structural trade. Where not supplied in sufficient time, installation of such items shall be the responsibility of the mechanical or electrical trade involved.
- C. Nothing shall be suspended from the steel roof deck and no fastenings made to it, except with the prior permission of the Engineer. Request for permission shall be accompanied by full details of the hanger or fastener, including the weight of the item to be suspended.
- D. Nailers and other wood members attached to steel or masonry, for which fasteners are not indicated on the design drawings or in the specification, shall be fastened with the equivalent of ½-inch diameter bolts at 3 feet o.c.
- E. Openings for mechanical and electrical items in finished areas of the building shall be closed off with near escutcheon plates or similar closures. These closures shall be by the mechanical or electrical trade involved.

3.14 WEATHER PROTECTION:

In conformance with Sections 44F and 44G of Chapter 149 of the General Laws of Massachusetts, the General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the Director of Building Construction in the Executive Office for Administration and Finance.

3.15 ELECTRIC SERVICE:

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a skillful manner where there is not sufficient daylight.

3.16 HAZARDOUS WASTE:

Should the Contractor, while performing work under this contract, uncover hazardous materials (other than those identified in this specification to be addressed by the Contractor, if applicable), as defined in Massachusetts Hazardous Waste Regulations 310 CMR 30.00, it shall immediately notify the Engineer. The Contractor is not, and has no authority to act as, a handler, generator, operator or disposer of hazardous or toxic substances found or identified at the site, and the Owner shall undertake all such functions.

END OF SECTION

SECTION 01140

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for jetting backfill and other construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
- B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3.03 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions

and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.04 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

3.05 EXISTING UTILITY LOCATIONS – CONTRACTOR'S RESPONSIBILITY:

- A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.
- B. To satisfy the requirements of Massachusetts law, Chapter 82, Section 40, the Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.
- C. The Contractor shall coordinate all work involving utilities and shall satisfy itself as to the existing conditions of the areas in which it is to perform its work. It shall conduct

and arrange its work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.06 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of General Bid. The Bidder shall base its bid on completing the proposed work by the completion date stipulated in Section 00410, FORM OF GENERAL BID/FORM FOR GENERAL BID.

3.08 MAINTENANCE OF TRENCH SURFACE:

After backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

3.09 DESIGN OF EQUIPMENT:

Attention is directed to the fact that the layout of certain equipment is based on that of one manufacturer. If other equipment is submitted for approval, the Contractor shall prepare and submit for approval at its expense, detailed structural, mechanical and electrical drawings, equipment lists, maintenance requirements, and any other data required by the Engineer, showing all necessary changes and embodying all special features of the equipment it proposes to furnish. Such changes, if approved, shall be made at the expense of the Contractor.

3.10 SERVICES OF MANUFACTURER'S REPRESENTATIVE:

- A. The Contractor shall arrange for a qualified service representative, at a time suitable to the Engineer, from the company manufacturing or supplying certain equipment as indicated on the detailed specifications, to perform the duties described herein.
- B. After installation of the listed equipment has been completed and the equipment is presumably ready for operation, but before others operate it the representative shall

inspect, operate, test, and adjust the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:

1. Soundness (without cracks or otherwise damaged parts); completeness in all details, as specified; correctness in setting, alignment, and relative arrangement of various parts; adequacy and correctness of packing, sealing and lubricants.
2. The operation, testing, and adjustment shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified. Where called for in the specifications, vibration readings shall be made and the equipment balanced accordingly.
3. On completion of its work, the Contractor shall submit in triplicate to the Engineer the manufacturer's or supplier representative's complete signed report of the results of its inspection, operation, adjustments, and test. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report shall also include a certificate that the equipment conforms to the requirements of the contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.
4. After the Engineer has reviewed the reports from the manufacturer's representative, the Contractor shall make arrangements to have the manufacturer's representative present when the field acceptance tests are made.

3.11 WETLANDS PROTECTION SIGN:

A sign not less than two square feet in size shall be displayed at the site. The sign shall bear the words "Massachusetts Department of Environmental Protection, File Number 311-0816."

3.12 COMPLIANCE WITH PERMITS:

- A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00890 – PERMITS.

3.13 CUTTING, FITTING AND PATCHING:

- A. The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by

work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.

- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.
- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.14 CONNECTIONS TO EXISTING WATER SYSTEMS:

- A. The Owner will, upon 72-hour notice from the Contractor, assist the Contractor by locating and opening or closing any and all valves required for draining or admitting water to the various sections of the water main as required to perform the proposed work. No damages shall be claimed by the Contractor for delays in dewatering pipelines nor shall any damages be claimed because of water leaking through closed valves after dewatering is completed.
- B. Connections to the existing distribution system shall be made with the mains under pressure unless the lines can be temporarily taken out of service as approved by the Owner.
- C. The Contractor will be required to make test excavations to ascertain that the proposed position of the connections will be clear of joints, fittings, or other obstructions.
- D. If any failure occurs in connection to existing mains, service shall be restored in the shortest possible time, the Contractor working around the clock, if necessary. The Contractor shall cooperate with the Owner in notifying the consumers or supplying

emergency water. If required by Owner, the Contractor shall make connections to water mains during night hours, on Sunday or at other times of off-peak demand for water.

3.15 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.16 VISUAL RECORDING:

Before beginning construction, the Contractor shall make a color DVD recording along the entire work length. One complete recording, for the entire project length, shall be furnished to the Engineer prior to the start of the work. The visual recording shall be identified by street name, as applicable, and station.

3.17 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.
- B. The Owner will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner's normal working hours Monday through Friday 7:00 a.m. to 3:00 p.m. When the Contractor requires this assistance outside of the Owner's normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

3.18 CONSTRUCTION CREWS:

The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Engineer.

3.19 HANDLING OF ASBESTOS CEMENT PIPE:

The Contractor will be required to connect to and/or remove asbestos-cement pipe on this project. There are special requirements for performing this work in accordance with OSHA and other federal and state standards. Please refer to specifications section number 02000 for requirements for performing this work.

3.20 MASSACHUSETTS DATA SECURITY REGULATIONS:

The Contractor is required to comply with data security regulations contained in 201 CMR 17.00 that have been established to safeguard personal information of

Massachusetts residents contained in paper or electronic records. The Contractor shall not submit to the Engineer or Owner documents in paper or electronic form that contain personal information (person's name combined with one or more of the following – Social Security Number, driver's license number or state-issued identification card number, financial institution account number, or credit or debit card number). Any document submitted to the Engineer that violates this provision shall be returned to the Contractor and the Contractor shall remove personal information from the document prior to resubmitting it to the Engineer. The Contractor shall require each Subcontractor to also comply with the MA data security regulations insofar as they involve submittal of personal information to the Engineer and Owner.

END OF SECTION

Document1

SECTION 01250

PRICE ADJUSTMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Price adjustments, as required by MGL Chapter 30, Section 38A, shall be implemented for this Project. Price adjustments, as enumerated in Part 3 of this specification, shall be made for the following items:

Water and Sewer Projects

- Diesel fuel and gasoline
- Liquid asphalt
- Portland cement contained in cast-in-place concrete

Road and Bridge Projects

- Diesel fuel and gasoline
- Asphalt
- Concrete
- Steel

- B. Price adjustments shall be made in accordance with the methodology adopted by the Massachusetts Department of Transportation in the following SPECIAL PROVISIONS documents, which are attached, but modified as contained herein:

1. Document 00811 Monthly Price Adjustment for Hot Mix Asphalt Mixtures, revised July 8, 2016
2. Document 00812 Monthly Price Adjustment for Diesel fuel and Gasoline, revised January 26, 2009
3. Document 00813 Price Adjustments for Structural Steel and Reinforcing Steel, dated March 16, 2023
4. Document 00814 Price Adjustments for Portland Cement concrete Mixes, dated January 12, 2009

- C. Base and Period Prices used to calculate price adjustments shall be as published by the Massachusetts Department of Transportation as presented in Documents 00811 through 00814.

1.02 CONTRACTOR CREDIT TO OWNER SHOULD PRICES DECREASE:

- A. Price adjustments will only be made if the variance between the base price and the period price is Five Percent (5%) or more.

- B. In the instance where the period price is below the base price by 5% or more, then the Contractor shall credit the Owner the adjustment.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 DIESEL FUEL AND GASOLINE:

- A. Price adjustments shall be determined based on documented quantities of diesel fuel and gasoline usage for site dedicated equipment. This methodology shall replace the price adjustment basis on fuel usage factors, as described within the Massachusetts Department of Transportation Document 00812.
- B. All site dedicated equipment shall be approved by the Engineer for the calculation of any qualifying price adjustment. Prior to the start of work the Contractor shall submit to the Engineer a list of all dedicated equipment for the project. The Contractor shall forward updated submittals, as necessary, throughout the duration of the contract. Only that equipment included within the current approved list shall be considered eligible for calculating a price adjustment under this Section 01250.
- C. The Contractor shall submit fuel delivery slips to the Engineer as a basis for calculating total diesel fuel and gasoline usage for site dedicated equipment. At a minimum, the delivery slips will include the name of the fuel delivery company, the date and location of fueling, the type of fuel, description of the fueled equipment and the quantity for each type of fuel delivered in gallons. Any slips not providing the minimum information shall not be included in the calculation of total diesel fuel and gasoline usage for price adjustment purposes.

3.02 LIQUID ASPHALT:

- A. The "Period Price Method" shall be used to determine price adjustments. For projects utilizing reclaimed asphalt include Reclaimed Asphalt Pavement (RAP) Factor (0.0 to <1.0) in calculation of the total price adjustment. Otherwise, use RAP Factor = 1.0.
- B. For bid items involving asphalt paving that are measured and paid on a linear foot basis, or some other basis besides tonnage, the number of tons shall be determined by the Engineer using compacted measure of thickness within the established payment limits.

- C. Asphalt paving not separately measured for payment but rather included as an incidental component of work under a related bid item shall not be considered for price adjustment.

3.03 STRUCTURAL AND REINFORCING STEEL:

- A. Steel price adjustments shall not be made for water and sewer projects.
- B. Period prices for steel are subject to change up to four (4) months after the date of original publication. Therefore, no price adjustment will be made until the index for the period is finalized.

3.04 PORTLAND CEMENT AND CONCRETE:

- A. The price adjustment applies to all projects contained herein in Section 1.01A.
- B. Field Concrete used in water and sewer projects, typically used for thrust blocks and concrete encasement, shall not be considered for price adjustment. Cast-in-place concrete used on these projects will be included in the price adjustment determination.

END OF SECTION

ATTACHMENT FOR SECTION 01250 PRICE ADJUSTMENTS

MASSDOT DOCUMENTS 00811-00814

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH AND METRIC UNITS
Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

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

Base Price

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

Period Price

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

Price Adjustment Determination, Calculation and Payment

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

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

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

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

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

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

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

DOCUMENT 00812

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS

Revised: 01/26/2009

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

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

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.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 effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

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

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

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

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

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

DOCUMENT 00813

SPECIAL PROVISIONS

PRICE ADJUSTMENTS FOR STRUCTURAL STEEL AND REINFORCING STEEL

March 16, 2023

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

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

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

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

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

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

Base Prices and Period Prices are defined as follows:

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

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

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

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

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

Period Prices are determined as follows:

Period Price = Base Price X Index Factor

Index Factor = Period Price Index / Base Price Index

Example of a Period Price Calculation:

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

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

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

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

Period Price = Base Price X Index Factor = $\$0.82/\text{Pound} \times 0.950 = \$0.78/\text{Pound}$

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

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

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

End of example.

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

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

Structural Steel

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

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

Reinforcing Steel

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

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

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

BASE PRICES

The Department's table of Base Prices specified above is updated monthly. The current table is attached to this Document 00813 and included in each new contract.

DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

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

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

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

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

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

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

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

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

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

*

END OF DOCUMENT

SECTION 01310

CONSTRUCTION SCHEDULING

PART 1- GENERAL

1.01 PROGRAM DESCRIPTION:

- A. A Critical Path Method (CPM) construction schedule shall be used to control the Work of this Contract and to provide a definitive basis for determining job progress. The Contractor shall prepare the construction schedule. All Work shall be done in accordance with the established CPM schedule and the Contractor and its subcontractors shall be responsible for cooperating fully with the Engineer and the Owner in effectively utilizing the CPM schedule.
- B. The CPM schedule to be prepared and submitted by the Contractor shall consist of a CPM network (diagram of activities) and a computer-generated schedule (print-out) as specified herein. The format shall be the activity-on-node precedence network.
- C. The Contractor shall develop its own outline of the Work and prepare its proposed CPM schedule. The computer-based schedule shall be the product of a recognized commercial computer software producer and shall meet all of the requirements defined herein.

1.02 QUALIFICATIONS:

- A. The Contractor shall have the capability of preparing and utilizing the specified CPM scheduling technique. A statement of CPM capability shall be submitted by the Contractor in writing to the Engineer within 10 days after the issuance of the Notice to Proceed to verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or its consultant has successfully applied the CPM scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of a computer-based CPM schedule. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the CPM schedule and for providing the required updating information.

1.03 SUBMITTALS:

- A. Submit under provisions of Section 01330.
- B. Within 10 days following the issuance of the Notice to Proceed, the Contractor shall submit the CPM Schedule to the Engineer for review and acceptance. The Contractor shall submit to the Engineer a preliminary network defining the planned operations during the first 60 calendar days after the issuance of the Notice to Proceed. The Contractor's general approach for the balance of the project shall be

indicated. Cost of activities expected to be completed or partially completed before submission and approval of the complete network shall be included.

1.04 APPROVED CPM SCHEDULE:

- A. Following review by the Engineer, the Contractor shall incorporate the Engineer's comments into the network and submit the revised network and computer-generated schedule. This final submittal shall be delivered to the Engineer within 60 days after the issuance of the Notice to Proceed.
- B. CPM schedules, which contain activities showing negative, float or which extend beyond the contract completion date in the computer-generated schedule will not be approved.
- C. The approved network shall then be the approved CPM schedule to be used by the Contractor for planning, organizing and directing the work, and reporting progress.
- D. Approval of the CPM activity network by the Engineer is advisory only and shall not relieve the Contractor of responsibility for accomplishing the work within the contract completion date. Omissions and errors in the approved CPM schedule shall not excuse performance less than that required by the Contract. Approval by the Engineer in no way makes the Engineer an insurer of the CPM schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of approval by its agent, the Engineer, of the CPM schedule.
- E. The CPM activity network shall be submitted on sheets 24-in by 36-in and may be divided into as many separate sheets as required. An electronic file in PDF format shall be submitted concurrent with the hard copy schedule.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

3.01 NETWORK REQUIREMENTS:

- A. The network shall show the order and inter-dependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The **basic concept of a network analysis diagram** shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.
- B. Detailed network activities shall include: construction activities, the submittal and approval of shop drawings, the procurement of materials and equipment, fabrication of materials and equipment and their delivery, installation and testing, start-up and training. The Contractor shall break the work into activities with durations no longer than twenty working days each, except as to non-construction activities (such as procurement of materials and delivery of equipment) and any

other activities for which the Engineer may approve the showing of longer duration. To the extent feasible, **activities related** to a specific physical area of the work should be grouped on the network for ease of understanding and simplification.

- C. Separate activities shall be provided for each significant identifiable function in each trade area in each facility. Activities shall be so identified that there will be no reasonable doubt as to how much work remains on each. Specific activities which shall be included are: all subcontract work, all interface work between subcontractors and between the Contractor and subcontractors, leakage tests of pipelines, electrical connections to each item of equipment, supplier and manufacturer technical assistance, mechanical connections to each item of equipment, all tests, concrete finishing, each item of site work, (including restraints on other activities) and all utilities, fuels and chemicals.
- D. Each activity on the network shall have the following indicated on the NODE representing it.
 - 1. A single duration (i.e., the single best estimate of elapsed time considering the scope of the work involved in the activity and the resources planned for accomplishing the activity) expressed in working days.
 - 2. A five character (or less) code indicative of the party responsible for accomplishing the activity.
 - 3. A cost estimate for each activity which, when accumulated with the cost of all activities, equals the total contract cost. Estimated overhead and profit shall be prorated throughout all activities. Materials costs shall be assigned to delivery activities.
 - 4. A brief description of the activity.
- E. The selection and number of activities shall be subject to the Engineer's approval. The detailed network need not be time scaled but shall be drafted to show a continuous flow from left to right with no flow from right to left. In addition to the brief description, the Contractor shall submit a separate list of all activities containing a detailed narrative of the scope of each activity, including the trades, subcontractors involved, and number of man-hours estimated.
- F. To the extent that the network or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include on a network any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the network by the Engineer.
- G. Except where earlier completions are specified, CPM schedules, which show completion of all work prior to the contract completion date, may be approved by

the Engineer but in no event shall they be acceptable as a basis for claim for delay against the Owner by the Contractor.

3.02 COMPUTER-GENERATED SCHEDULE REQUIREMENTS:

- A. Each computer-generated schedule submittal from the CPM activity network shall include the following tabulations: a list of activities in numerical order, a list of activity precedence's, a schedule sequenced by Early Start Date and a schedule sequenced by Total Float. Each schedule shall include the following minimum items:
 - 1. Activity numbers
 - 2. Estimated duration
 - 3. Activity description
 - 4. Early start date (calendar dated)
 - 5. Early finish date (calendar dated)
 - 6. Latest allowable start date (calendar dated)
 - 7. Latest allowable finish date (calendar dated)
 - 8. Status (whether critical)
 - 9. Estimated cost of the activity
 - 10. Total float and free float
- B. In addition, each schedule shall be prefaced with the following summary data:
 - 1. Contract name and number
 - 2. Contractor's name
 - 3. Contract duration
 - 4. Contract schedule
 - 5. The effective or starting date of the schedule.
- C. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work.

3.03 PROGRESS REPORTING:

- A. Progress under the approved CPM schedule shall be evaluated monthly by the Contractor. Not less than seven (7) days prior to each monthly progress meeting, the Contractor shall evaluate the status of each activity on which Work has started or is due to start, based on the preceding CPM schedule; to **show actual progress**, to identify those activities started and those completed during the previous period, to show the estimated time required to complete or the percent complete of each activity started but not yet completed and to reflect any changes indicated for the network. Activities shall not be considered complete until they are, in fact, 100 percent complete.
- B. At each progress meeting, the Contractor shall submit a narrative report, based on the CPM schedule evaluation described above, in a format agreed upon by the Contractor and the Engineer. The report shall include a description of the progress during the previous period in terms of completed activities, an explanation of each activity which is showing a delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates and an explanation of corrective action taken or proposed. This report, as well as the CPM Status Report, will be discussed at each progress meeting.

3.04 RESPONSIBILITY FOR SCHEDULE COMPLIANCE:

- A. Whenever it becomes apparent from the current CPM schedule and narrative report that delays to the critical path have resulted and the Contract completion date will not be met, the Contractor shall take some or all of the following actions at no additional cost to the Owner. It shall submit to the Engineer for approval, a written statement of the steps it intends to take to remove or arrest the delay to the critical path in the approved schedule.

3.05 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME:

- A. If the Contractor desires to make changes in its method of operating which affect the approved CPM schedule, he shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer approves these changes, the Contractor shall revise and submit for approval, without additional cost to the Owner, all of the affected portions of the CPM network. The Contractor shall adjust the CPM schedule only after prior approval of its proposed changes by the Engineer.
- B. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- C. Shop Drawings which are not approved on the first submission or within the schedule time and equipment which do not pass the specified tests shall be immediately rescheduled.

- D. The Contract Times will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the Engineer may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Engineer will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the currently approved CPM schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities, which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network, will not be the basis for a change therein.
- E. Each request for change in any Contract completion date shall be submitted by the Contractor to the Engineer within 30 days after the beginning of the delay for which a time extension is requested, but before the date of final payment under this Contract. No time extension will be granted for requests which are not submitted within the foregoing time limit.

3.06 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES:

- A. Where Work is to be performed under this Contract concurrently with or contingent upon work performed on the same facilities or area under other contracts, the Contractor's CPM Schedule shall be coordinated with the schedules of the other contracts. The Contractor shall obtain the schedules of the other appropriate contracts from the Owner for the preparation and updating of its CPM schedule and shall make the required changes in its schedule when indicated by changes in corresponding schedules.
- B. In case of interference between the operations of different contractors, the Owner will determine the work priority of each Contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Owner shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

END OF SECTION

SECTION 01311

CONSTRUCTION MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This Section specifies requirements for project meetings including but not limited to Pre-Construction Conference and Progress Meetings.
- B. It shall be the responsibility of the Contractor to coordinate work between all subcontractors, sections, and trades required for the proper completion of the Work.

1.02 PRE-CONSTRUCTION CONFERENCE:

- A. After the bids have been opened but prior to the start of the construction there will be a pre-construction conference to discuss the phasing and scheduling of the Project. The specific time and place of the conference shall be arranged by the Engineer after the Contract has been awarded.
- B. This pre-construction conference is intended to establish lines of communication between the parties involved, review responsibilities and personnel assignments, establish project schedules, discuss proposed performance methods, and coordinate Work to be performed by subcontractors.
- C. Authorized representatives of the Owner, Engineer and their consultants, the Contractor, its Superintendent and Site Foreman, and all others invited by the Contractor, shall attend the pre-construction conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- D. Discuss items of significance at the pre-construction conference that could affect progress including at least the following:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Review of Davis Bacon and other federal requirements
 - 7. Distribution of Contract Documents

8. Submittal of Shop Drawings, Product Data and Samples
9. Preparation of record documents
10. Use of the premises
11. Office, work and storage, and laydown areas
12. Equipment deliveries
13. Construction safety procedures
14. Environmental health and safety procedures
15. First aid
16. Security
17. Housekeeping
18. Working hours
19. Traffic Control
20. Emergency Vehicle Access to and around work site
21. Environmental protection measures for construction site

1.03 PROGRESS MEETINGS:

- A. During the course of the Project, the Contractor shall attend weekly progress meetings as scheduled by the Owner. The Owner, based on work progress and activities, may adjust the progress meetings to biweekly or other. The attendance of subcontractors may be required during the progress of the Work. The Contractor's delegate to the meeting shall be prepared and authorized to discuss the following items:
1. Progress of Work/Critical Work Sequencing in relation to Contract Schedule.
 2. Proposed Work activities for forthcoming period.
 3. Resources committed to Contract.
 4. Coordination of Work with others.
 5. Status of procurement of equipment and materials.
 6. Status of Submittals.
 7. Outstanding actions, decisions, or approvals that affect Work activities.
 8. Site access and/or security issues
 9. Hazards and risks
 10. Housekeeping
 11. Quality issues
 12. Potential Claims
 13. Change Orders
 14. Costs, budget, and payment requests
- B. The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized and the revised schedule shall be submitted to the Engineer and Owner.

PART 2 - PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01320

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers construction progress photographs to be furnished by the Contractor on the project.
- B. Construction photographs shall be provided by a commercial photographer acceptable to the Engineer.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS:

- A. Digital photographs shall be in .gif, .jpeg, .bmp or .tif format.
- B. Photographs shall be taken using a digital camera before groundbreaking, weekly throughout the Work, and on final acceptance of the project.

PART 3 - EXECUTION

3.01 DELIVERY OF PHOTOGRAPHS:

- A. Contractor shall upload photographs to a Google Drive or Dropbox account at no expense to the Owner or Engineer.

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

- A. Divisions 1 – 2 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email, one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Engineer's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.
- C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

3.03 HARD COPY SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer, by mail (to Weston & Sampson Engineers, attention: CSD), six (6) copies each of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required in this section of the specifications and General Conditions.

- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.
- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
- G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
- H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when it needs more than two copies or when so requested.

3.05 SAMPLES:

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.

- B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.
- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

3.06 OPERATING AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

- A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit four copies to the Engineer for review in accordance with the instructions furnished under "Shop and Working Drawings." If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., two copies of the submittal will be returned with a copy of transmittal noting status. Four copies of the final operating and maintenance manuals and/or spare parts list shall be delivered to the Engineer prior to or with the equipment when it is delivered to the job site. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.
- B. The information included in the manual shall be as described in the specification sections, but as a minimum shall contain clear and concise instructions for operating, adjusting, lubricating and maintaining the equipment, an exploded assembly drawing identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.
- C. Operating and maintenance manuals shall be in durable loose-leaf binders, on 8½-inch by 11-inch paper, with diagrams and illustrations either on 8½-inch by 11 inch or multiple foldouts. The instructions shall be annotated to indicate only the specific equipment furnished. Reference to other sizes or models of similar requirement shall be deleted or neatly lined out.

END OF SECTION

EXHIBIT 1 TO SECTION 01330 SUBMITTALS
SHOP DRAWING TRANSMITTAL FORM

Shop Drawing Transmittal				SM Weston & Sampson						
Instruction for Preparing Transmittal No action will be taken on any item unless accompanied by this form. TRANSMITTAL NOS. to be consecutive (1, 2, 3, etc.). Each resubmittal of same item shall use same number with suffix letter (A, B, etc.). SPEC. SECT. NO: Only one spec. section no. to each transmittal. DESCRIPTION: Complete identification of document or group of documents. SOURCE: Originator of document(s) being submitted.				DRAWING NO: Identification of document(s). CONTRACT DRAWING REFERENCE: Contract drawing number(s) showing details of document(s). SPECIAL INSTRUCTIONS: Special cases and emergencies, changes in distribution and special handling requests, etc. should be entered here. SIGNATURE OF CONTRACTOR: Signature of individual who reviews and approves material prior to submittal to engineer.						
THIS SECTION TO BE COMPLETED BY CONTRACTOR										
TRANSM. NO.		SPEC. SECT. NO.		DATE		CONTRACTORS JOB NO. W&S JOB NO.				
PROJECT NAME & CONTRACT NO.				LOCATION						
T O		Attention: CSD (Genny Selfridge) Weston & Sampson Engineers, Inc. 55 Walkers Brook Drive Reading, MA 01867		F R O M		BY W&S				
ITEM NO.	DESCRIPTION			SOURCE		DRAWING NO. CATALOG NO. BROUCHURE, ETC	NO. OF COPIES	CONTRACT DRAWING REF.	ACTION CODE	REVIEWED BY
1										
2										
3										
4										
THIS CERTIFIES THAT ALL ITEMS SUBMITTED HEREWITH HAVE BEEN CHECKED BY THE CONTRACTOR, ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT AS NOTED, AND ARE APPROVED BY THE CONTRACTOR FOR THIS PROJECT.										
THIS SECTION TO BE COMPLETED BY W&S										
ACTION CODE:				1. FURNISH AS SUBMITTED 2. FURNISH AS NOTED 3. REVISE AND RESUBMIT 4. REJECTED- SEE REMARKS 5. ACKNOWLEDGEMENT 6. SUBMITTAL NOT REQUIRED, RETURNED WITHOUT REVIEW						
1. INSTALLATION SHALL PROCEED ONLY WHEN ACTION CODE IS 1 OR 2 2. ACTION CODED 3 SHALL BE RESUBMITTED WITHIN TIME LIMIT SET IN CONTRACT 3. REVIEW DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY OF COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS				Weston & Sampson						

SECTION 01380

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Prior to the start of work on the site, Contractor shall prepare and submit a site-specific health and safety plan in accordance with paragraph 1.04 below.

1.02 REFERENCES:

- A. OSHA 29 CFR 1910.120

1.03 RELATED WORK:

1.04 PREPARATION OF A SITE-SPECIFIC HEALTH AND SAFETY PLAN:

- A. Prior to the start of work on the Site, and no later than seven (7) calendar days after the date of the Notice to Proceed, Contractor shall prepare and submit an initial Site-specific Health and Safety Plan which includes consideration of all known and potential hazards at the Site. Work may not proceed at the project Site until the Contractor's Health and Safety Plan has been received by Engineer.
- B. The Health and Safety Plan shall be submitted to the Engineer for review, before any work can be initiated. The Contractor is responsible for its workers' and Subcontractors' health and safety. Therefore, the Engineer will only review the Contractor's Health and Safety Plan for relevant content. The Contractor shall implement, maintain, and enforce these procedures during all phases of the Work associated with the description of work described in this Section.
- C. The Health and Safety Plan shall include Site access provisions that effectively limit access to work areas to only those persons in full compliance with the requirements of the Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.120.
- D. The Contractor shall be cognizant of the minimum health and safety plan standards set forth in 29 CFR 1910.120 and 29 CFR 1926. The Health and Safety Plan shall include, but not be limited to, the minimum requirements specified in Part 2 of this Section.

PART 2 – PRODUCTS

2.01 HEALTH AND SAFETY PLAN:

- A. The health and safety plan shall include, but not necessarily be limited to the following:

1. Identification of Contractor's Site Safety Officer.
2. Identification of Hazards and Risks Associated with Project.
3. Contractor's Standard Operating Procedures, Including Personnel Training and Field Orientation.
4. Respiratory Protection Training Requirements.
5. Levels of Protection and Selection of Equipment Procedures.
6. Type of Medical Surveillance Program.
7. Personal Hygiene Requirements and Guidelines.
8. Zone Delineation of the Project Site.
9. Site Security and Entry Control Procedures.
10. Field Monitoring of Site Contaminants.
11. Contingency and Emergency Procedures.
12. Listing of Emergency Contacts.

PART 3 - EXECUTION

3.01 PERSONAL PROTECTIVE EQUIPMENT:

- A. The personal protective equipment required to provide the appropriate level of dermal and respiratory protection shall be determined based on the results of continuous air monitoring performed by the Contractor and the standards set forth in the Contractor's health and safety plan. The Engineer may conduct duplicate air monitoring for quality control purposes. Modified Level D protection shall be the minimum requirement for all on-site personnel.

END OF SECTION

SECTION 01552

CONSTRUCTION ZONE SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the provisions for complying with Commonwealth of Massachusetts requirements for construction zone safety plans on public works projects.

1.02 DESCRIPTION:

- A. The Contractor shall implement traffic safety and control measures through the construction zone through road closures and detours and mitigate impacts on traffic outside of the construction zone in accordance with these contract documents.

1.03 RELATED WORK:

- A. SECTION 01110, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)

1.04 REFERENCES:

701 CMR 7.00 Use of Road Flaggers and Police Details on Public Works Projects

Massachusetts Department of Transportation Standard Specifications for Highways and Bridges – latest edition

PART 2 - PRODUCTS

- 2.01 Traffic control devices utilized by the Contractor shall meet the requirements of these contract documents and the latest Massachusetts Department of Transportation (MassDOT) Standard Specifications and Manual On Uniform Traffic Control Devices (MUTCD).

PART 3 - EXECUTION

3.01 OPERATION:

- A. Contractor shall be responsible for providing all temporary traffic control devices including barricades, barrier fences, signs, drums, cones, impact attenuators and other traffic control devices in accordance with typical traffic management plans and details shown on the drawings or as required by the Engineer.

- B. The Contractor shall prepare temporary traffic management plans and details that deviates significantly from the typical plans shown on the drawings and submit to the Engineer for review and approval prior to start of the work.
- C. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owner's Traffic Control Officer or the Engineer.
- D. Police details and/or road flaggers shall be utilized on this project when instructed by the Town or Engineer.
- D. If police details and/or road flaggers fail to show up for work at the construction zone at the usual time for start of work, or otherwise leave the jobsite before work is completed for the day, the Contractor will follow the provisions of the Alternative Plan.

3.02 ALTERNATIVE PLAN:

- A. In accordance with 701 CMR 7.06(6), whenever required police details/road flaggers do not arrive on time or fail to show up for work, the Contractor will implement the Alternative Plan.
- B. The Alternative Plan for this project is as follows:
 - 1. Contact Engineer, local police department and municipality to inform them the scheduled police detail has failed to show up at the project site and that road flaggers are being utilized.
 - 2. If construction zone is within a high-speed area (> 40mph) the Contractor cannot use road flaggers and must stop work until police details arrive. If construction zone is within a low-speed area (< 40mph) the Contractor can use road flaggers who have been trained and certified in temporary roadway flagging.
 - 3. Redeploy crew to work in areas not requiring temporary traffic control (if available).

END OF SECTION

SECTION 01740

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to clean up and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

- A. Section 00700 GENERAL CONDITIONS
- B. Section 01110 CONTROL OF WORK AND MATERIALS
- C. Section 01140 SPECIAL PROVISIONS

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.
- C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically required or permitted in writing, tear down and remove all temporary buildings and structures it built; shall remove all temporary works, tools and machinery or other construction equipment it furnished; shall remove all rubbish from any grounds which it has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by its operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.05 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.

END OF SECTION

SECTION 01765

PROJECT AS-BUILT RECORD DRAWINGS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the Contractors As-Built Record drawings for the project. The As-Built Record drawings for the project shall include, but are not limited to:

- A. The Contractor's construction coordination drawings for all the project disciplines. The Contractor's construction coordination drawings for the project disciplines shall be submitted to the Engineer prior to Construction of the said discipline. The Contractor's construction coordination drawings for the project disciplines shall include but are not limited to the following:

1. Architectural
2. Civil
3. Structural
4. Electrical
5. Mechanical
6. Plumbing
7. Process
8. Instrumentation

B. Draft Record Documents Review

Upon completion of the project construction the Contractor shall submit a complete copy of 24- by 36-inch Record Drawings to the Owner and the Engineer for review. The Owner and the Engineer shall jointly review the Record Drawings and provide comments to the Contractor. The Contractor shall modify the Record Drawings as necessary based on the comments provided by the Owner and the Engineer.

C. Final Record Documents

Upon incorporation and acceptance of the Draft Record Drawings comments from the Owner and the Engineer, the Contractor shall submit the Final Record Drawings and documentation. The Contractor shall submit two sets of 24- by 36-inch Record Drawings to the Owner and an additional two sets of 24- by 36-inch Record Drawings to the Engineer for their records. The Contractor shall also submit to the Engineer a minimum 20 gigabyte flash drive with the electronic Record Drawing files. The electronic Record Drawing files shall be obtained from the Owner (the Engineer shall provide on behalf of the Owner if the Engineer was the project designer) and developed in AutoCAD 2023 (or later) and the submittal shall include the Final AutoCAD DWG file documents, drawing line types, blocks, etc. The actual

version of AutoCAD shall be coordinated with the Engineer.

D. Pre- and Post-Construction Survey

The Contractor shall perform a pre- and post-construction survey of the entire project area. The topographic survey shall be performed by or under the supervision of and certified by a Registered Land Surveyor in the State of Massachusetts. The Contractor shall also submit to the Engineer a minimum 20 gigabyte flash drive with the electronic pre- and post-construction survey files. The Contractor shall send the electronic pre- and post-construction survey files to the Engineer which shall be developed in AutoCAD 2023 (or later) and the submittal shall include the Final AutoCAD DWG file documents, drawing line types, blocks, etc. The actual version of AutoCAD shall be coordinated with the Engineer. The Contractor shall notify the Owner and Engineer at least 48-hours in advance of each survey.

1.02 RELATED WORK:

A. General Requirements in their entirety.

1.03 AS-BUILT DOCUMENTS:

A. Contractor shall maintain on site, separate from the documents used for construction, one complete set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.

1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.
8. Field test reports properly verified.

B. The completed set of documents shall include but are not limited to:

1. Significant deviations of any nature made during construction.

C. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01770

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
 - 1. Project as-built documents
 - 2. Checkout and Certification
 - 3. Startup and Testing
 - 4. Final Cleaning
 - 5. Substantial Completion
 - 6. Closeout Procedures
 - 7. Final Completion
 - 8. Correction/Warranty Period
- B. Closeout checklist to be completed by the Engineer.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Section 01740, CLEANING UP
- E. Section 01765, PROJECT AS-BUILT RECORD DRAWINGS

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.
 - 2. Specifications.

3. Addenda.
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Written interpretations and clarifications.
 7. Field Orders.
 8. Field test reports properly verified.
- B. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.
- C. The draft and completed set of as-built documents shall be submitted to the Engineer and Owner in conformance with the requirements of Section 01765.
- 1.04 FINAL CLEANING:
- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
 2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.
 3. Comply with requirements of Section 01740 CLEANING UP.
- 1.05 SUBSTANTIAL COMPLETION:
- A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:
1. All Contract requirements are coordinated into a fully operational system. All individual units of equipment and treatment are fully operative and performing at

specified efficiencies. Where efficiencies are not specified, performance shall meet acceptable standards for the particular unit.

2. All field tests have been satisfactorily completed and reports forwarded to the Engineer.
3. All final training has been completed by the manufacturers' representatives.
4. All spare parts and lubricants have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

1.06 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.
- B. Accompany Engineer and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Engineer and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Engineer will develop a definitive punch list for the use of the Contractor.
- C. Provide submittals to Engineer that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims (SECTION 01770 ATT. A), Affidavit of Payment of Debts

and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.07 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
 - 1. All items in the punch list shall be completed.
 - 2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

1.09 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Engineer or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.
- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Engineer and shall then work continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Engineer describing the deficiency and the corrective action that was taken.
- E. The Contractor shall coordinate all corrective work with the Engineer and/or the Owner.

END OF SECTION

SECTION 01770

PROJECT CLOSEOUT

ATTACHMENT A

RELEASE AND WAIVER OF LIEN

GENERAL CONTRACTOR'S OR SUBCONTRACTOR'S

RELEASE AND WAIVER OF LIEN

For and in consideration of the receipt of \$ _____, in payment for labor and/or materials furnished, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

_____ (name of project)

_____ (location)

_____ (name of project owner)

The undersigned further warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable on the property herein above described in behalf of the undersigned, have been paid in full to date of this waiver.

\$ _____

Total Paid to Date This Contract

\$ _____

Balanced Owed After This Payment

\$ _____

Total Billed to Date This Contract

Contractor/Subcontractor

Witness Signature

By: _____

Witness Printed Name

Printed Name

Title: _____

Date

SECTION 01770

PROJECT CLOSEOUT

ATTACHMENT A

RELEASE AND WAIVER OF LIEN

GENERAL CONTRACTOR'S OR SUBCONTRACTOR'S

RELEASE AND WAIVER OF LIEN

For and in consideration of the receipt of \$ _____, in payment for labor and/or materials furnished, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

_____ (name of project)

_____ (location)

_____ (name of project owner)

The undersigned further warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable on the property herein above described in behalf of the undersigned, have been paid in full to date of this waiver.

\$ _____

Total Paid to Date This Contract

\$ _____

Balanced Owed After This Payment

\$ _____

Total Billed to Date This Contract

Contractor/Subcontractor

Witness Signature

By: _____

Witness Printed Name

Printed Name

Title: _____

Date

SECTION 02000

TECHNICAL SPECIAL PROVISIONS

UPTON, MA

GROVE STREET BRIDGE OVER CENTER BROOK BRIDGE NO. U-01-004 (CRH) BRIDGE REPLACEMENT AND BRIDGE NO. U-01-004 (CRJ) PEDESTRIAN BRIDGE

SCOPE OF WORK

All work under this Contract shall be done in conformance with the *2026 Standard Specifications for Highways and Bridges*, the *2026 Construction Standard Details*, the *Traffic Management Plans and Detail Drawings*, *MassDOT Project Development and Design Guide*, the *1990 Standard Drawings for Signs and Supports*; the *2015 Overhead Signal Structure and Foundation Standard Drawings*, the *2009 Manual on Uniform Traffic Control Devices (FHWA)* with Massachusetts Amendments; *MassDOT Accessible Pedestrian Signal Installation Policy*; *MassDOT Landscape Design and Roadside Maintenance*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; *The American Standard for Nursery Stock*; the Plans and these Special Provisions.

Bridge No. U-01-004 (CRH) carries Grove Street over Center Brook. The Bridge is located approximately 300' south from Main Street (Route 140) and is a bridge replacement project. Grove Street is to be closed at the bridge location and a detour will be in place during the duration of the bridge construction. The existing reinforced concrete slab superstructure and mortared stone masonry substructure will be demolished and removed. Water control means and methods for the construction of the new bridge and prefabricated pedestrian bridge are to be designed and installed by the contractor. The new bridge will consist of cast-in-place concrete footings and pedestal walls to support a precast concrete rigid frame, precast headwalls supporting S3-TL4 railings, and cast-in-place approach slabs. The new structure also consists of concrete U-wingwalls and precast concrete guardrail transitions at all four corners of the bridge. Approach roadway work includes full depth roadway reconstruction, mill and overlay, guardrail, HMA driveways and sidewalks. An existing 48" RCP culvert located northwest of the bridge will be relocated with a new concrete headwall. A new catch basin and 12" CMP drainage pipe is to be installed on the southeast side of the bridge. The existing 2" gas main is to be temporarily relocated by the gas company (Eversource) to the west side of the proposed bridge on a temporary utility bridge furnished and installed by the contractor prior to demolition and construction of the new bridge. A new 2" gas main is to be permanently relocated to the west side of the new bridge and supported by a new concrete retaining wall and the 48" RCP headwall. The existing 8" AC water main is to be abandoned in place after construction of the new bridge with a new 8" water main located on the west side of the proposed bridge adjacent to the new gas main and also supported by the new concrete retaining wall and 48" RCP headwall. The existing Verizon telephone conduit duct bank located below the roadway and above of the existing bridge deck will remain and be protected and supported in-place during construction of the new bridge. After the installation of the new bridge Verizon will reset the duct bank onto the new bridge and make repairs to the concrete duct bank.

In addition, a new pedestrian bridge, Bridge No. U-01-004 (CRJ) is proposed east of the vehicular bridge to accommodate pedestrian traffic to and from the Town center. The pedestrian bridge will

be founded on concrete cast-in-place footings and abutments. The proposed pedestrian bridge superstructure consists of a prefabricated steel truss with a cast-in-place concrete deck. A new pedestrian ramp on the north side of the pedestrian bridge is to be constructed of segmental block retaining walls and HMA sidewalk. Bridge lighting is to be installed on the pedestrian bridge along with new electrical conduit and wiring for the lighting. Landscape improvements consisting of riprap installed on the face of the streambanks and native plantings are also proposed along the banks of the waterway.

NOTICE TO OWNERS OF UTILITIES

The bridge and highway plans indicate the location of the existing known utilities in the vicinity of the work. As the accuracy and completeness of the plans are not guaranteed in any manner, it is the Contractor's responsibility to make his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur.

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

A list of public and private utilities can be found on the MassDOT website at: <https://www.mass.gov/info-details/utility-contacts-by-district-and-municipality>

Select District 3 on the webpage,

Select the City/Town, and then locate the utility.

The utility contact list is for guidance only and is not guaranteed to be complete or up to date. Town officials are shown at website <https://www.mass.gov/lists/massachusetts-cities-and-towns> and select the required City/Town website.

State Police are shown at website <https://www.mass.gov/orgs/massachusetts-state-police/locations>. Select the area of jurisdiction to find the local station.

The Contractor shall be responsible for informing the following officials in each area that he is assigned to work in:

Superintendent, Department of Public Works or Town Engineer.

Superintendent, Water Department, Superintendent, Sewer Departments.

Police Department, Fire Department, Electric Company, Railroads.

NATIONAL GRID EMERGENCY TELEPHONE NUMBERS

GAS:

Emergency: 1-800-233-5325

New Service: 1- 877-696-4743

Customer Support: 1-800-732-3400

ELECTRIC:

Outage/ Emergency: 1-800-465-1212

New Service: 1-800-375-7405

Customer Support: 1-800-322-3223

Contact: Sandra Annis, 413-582-7424

EVERSOURCE EMERGENCY TELEPHONE NUMBERS

GAS:

Outage/ Emergency: 800-592-2000

New Service: 866-678-2744

Customer Support: 800-592-2000
Contact: Jeffrey Evans-Mongeon, 508-305-6970

ELECTRIC:

Outage/ Emergency: 800-592-2000 or 844-726-7562
New Service: 1-888-633-3797 (1-888-need pwr)
Customer Support: 1-800-340-9822

TOWN OF UPTON TELEPHONE NUMBERS

PUBLIC WORKS:

Dennis Westgate, Director: 508-529-1001
John Johnson: 508-529-3067

WATER DEPARTMENT:

Upton Water and Sewer; 508-529-3993
Contact: Jeffrey Thompson, 508-529-3067

POLICE DEPARTMENT:

Non-Emergency: 508-529-3200
Michael Bradley, Police Chief

FIRE DEPARTMENT:

Non-Emergency: 508-529-3421
Michael Marchand, Fire Chief

UTILITY COORDINATION

The Contractor shall coordinate temporary and permanent utility relocations with the appropriate utility company prior to performing any utility relocation work.

The Contractor shall coordinate with Verizon to provide temporary support of the existing concrete ductbank located below the pavement and on top of the existing bridge structure as shown on the plans. The existing concrete ductbank may be integral with the existing bridge structure and the Contractor shall proceed with care when demolishing the existing bridge structure in order to preserve the existing concrete ductbank. The Contractor shall allow the following time in the project schedule for Verizon to perform their work on the ductbank.

1. 3 weeks (21 calendar days) after installation of the temporary support beam for Verizon to remove the existing concrete around the conduits, repair conduits as necessary, and splice cables.
2. 2 weeks (14 calendar days) for Verizon to pour new concrete duct bank after the proposed precast frames have been installed.

DISPOSAL OF SURPLUS MATERIALS

For those materials not re-usable on-Site as approved by the Owner and Engineer, the Contractor will generate surplus soils and sediment during the excavation for the Site work including but not limited to excavated and dredged material from the bridge replacement work. **The Contractor shall maximize the re-use geotechnical suitable soil on-site.** Where soils are not geotechnically suitable for re-use, surplus soil and sediment will be managed and disposed as Unregulated Soil and/or Regulated Soils as defined as Items 181.11 through 181.13 and paid on a per ton basis. For the purposes of this section, the term “sediment” is interchangeable with “soil”. These categories will be based on analytical data collected by the Contractor with the observation and approval of the Engineer. The Contractor shall segregate excavated materials for differing off-site transportation and disposal categories as required by the Engineer.

All 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 legally disposed of. 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.

ITEM 100.5**ELECTRICAL WORK****LUMP SUM**

The work to be done under this Item shall conform to the relevant provisions of Section 800 of the Standard Specifications and the following:

GENERAL**Work Included**

The Contractor shall furnish all labor, materials, equipment and incidentals required to make ready for use the complete electrical systems as shown on the Drawings and as specified hereinafter. The work shall include but not be limited to furnishing and installing the following: electrical services, electrical raceway systems, wires and cables, panelboards, and circuit breakers.

Make all necessary connections at "packaged" equipment furnished under other sections of the Standard Specifications. Make all connections to equipment and devices furnished under this Special Provision and other sections of the General Specifications except as otherwise specified. Connect process and instrumentation cables furnished with field mounted equipment under other sections of the General Specifications. Mount all motor control equipment enclosures not factory mounted, unless otherwise indicated. It is the intent of this Special Provision that the electrical system shall be suitable in every way for the service required. All material and all work which may be reasonably implied as being incidental to the work of this section shall be furnished at no extra cost to the Owner.

Related Work

Excavation and backfilling required for underground electrical work is included under Section 100 of the Standard Specifications. Concrete work and reinforcing for electrical equipment pads is included under Section 900 of the Standard Specifications.

All material and installations shall be in accordance with the latest edition of the Massachusetts Electrical Code (527 CMR 12.00) and all applicable local codes and ordinances. Obtain all necessary permits and pay all fees for permits and inspections.

The Drawings are not intended to show exact locations of conduit runs. Each three-phase circuit shall be run in a separate conduit unless otherwise shown on the Drawings. Unless otherwise noted and/or approved by the Engineer all conduits shall be installed concealed. Where circuits are shown as "home runs" all necessary fittings and boxes shall be provided for a complete raceway installation.

Any work installed contrary to or without review by the Engineer shall be subject to change as required by the Engineer, and no extra compensation will be allowed for making these changes.

The locations of equipment, shown on the drawings are approximate only. Exact locations shall be as determined by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as required by the Engineer and furnish all labor and materials necessary to complete the work in an acceptable manner.

ITEM 100.5 (Continued)

Circuit layouts are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.

All connections to equipment shall be made as required and in accordance with the approved shop and setting drawings.

Submittals

In accordance with requirements of general specifications, submit the following:

Complete shop drawings shall be submitted for but not limited to the following equipment: panelboards, fire alarm, service cabinets, load centers, conduit and wire.

The manufacturer's name, product designation or catalog number, descriptive literature and data shall be submitted for the following material and equipment:

- a. Conduit
- b. Boxes and fittings
- c. Wires, cables and appurtenances
- d. Service cabinets
- e. Wiring devices and appurtenances
- f. Circuit breakers
- g. Panelboards

Prior to submittal, all shop drawings shall be checked for accuracy and conformance to contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to the specifications and drawings. This statement shall also list all discrepancies with the specifications and drawings. Shop drawings not so checked and noted shall be returned.

The Engineer's review shall be only for conformance with the design concept of the project and compliance with the specifications and drawings. The responsibility of, and the necessity of, furnishing materials and workmanship required by the specifications and drawings which may not be indicated on the shop drawings is included under the work of this section.

The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this section.

Informational submittals include: Coordination Drawings including plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, qualification data: for testing agency and testing agency's field supervisor, and field quality-control reports.

ITEM 100.5 (Continued)

Closeout submittals include: Operation and maintenance data.

- Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - Ground rods.
 - Grounding arrangements and connections for separately derived systems.
- Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NETA MTS.
 - Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
 - Include recommended testing intervals.

Testing agency qualifications shall be certified by NETA.

Manufacturer's Services

Furnish manufacturer's services for testing and start up when required.

Electric Services

Service to building will be as shown on the drawings. The electric utility will furnish and install the primary cables, transformer, and meter. Make all arrangements with the electric utility for obtaining services and pay all fees and charges by the electric utility for the service installation. All work and material for the service shall be in accordance with the requirements of the electric utility.

Telephone Services

Furnish all labor, materials, equipment and incidentals and install a complete raceway system as indicated on the drawings.

PRODUCTS

The materials used in all systems shall be new, unused and as hereinafter specified. All materials, where not specified, shall be of the very best of their respective kinds. Samples of materials or manufacturer's specifications shall be submitted for review as required by the Engineer.

Materials and equipment used shall be Underwriters' Laboratories, Inc. listed.

Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out of doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired at no additional cost. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as required by the Engineer or shall be replaced at no additional cost to the Owner.

ITEM 100.5 (Continued)

The Contractor's attention is directed to the requirements of the various sections of division 26, 27 and 28 for additional product specifications.

All equipment shall have the manufacturer's name, address, model or type designation, serial number and all applicable ratings clearly marked thereon in a location which can be readily observed after installation. The required information may be die stamped into the surface of the equipment or may be marked on durable nameplates permanently fastened to the equipment.

Low-Voltage Electrical Power Conductors and Cables

Copper Building Wire

Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- Alpha Wire Company.
- American Bare Conductor.
- Belden Inc.
- Okonite Company (The).
- Southwire Company.

Standards: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use. 2. RoHS compliant. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

Conductor Insulation: Type RHH and Type RHW-2: Comply with UL 44, Type THHN and Type THWN-2: Comply with UL 83, and Type XHHW-2: Comply with UL 44.

Metal-Clad Cable, Type MC

A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- Alpha Wire Company.
- Belden Inc.
- Okonite Company (The).
- Southwire Company.

ITEM 100.5 (Continued)

Standards: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use. Comply with UL 1569. RoHS compliant. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

Circuits: Single circuit. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.

Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

Ground Conductor: Bare.

Conductor Insulation: Type THHN/THWN-2: Comply with UL 83 and Type XHHW-2: Comply with UL 44.

Armor: Steel, interlocked.

Jacket: PVC applied over armor.

Connectors and Splices

Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- 3M Electrical Products.
- AFC Cable Systems; a part of Atkore International.
- Hubbell Power Systems, Inc.
- O-Z/Gedney; a brand of Emerson Industrial Automation.
- Thomas & Betts Corporation; A Member of the ABB Group.

Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section

Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

Material: Copper.

Type: One hole with standard barrels.

Termination: Compression.

ITEM 100.5 (Continued)

Grounding and Bonding for Electrical Systems

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application. Comply with UL 467 for grounding and bonding materials and equipment.

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- Burndy; Part of Hubbell Electrical Systems.
- ERICO International Corporation.
- Harger Lightning & Grounding.
- O-Z/Gedney; a brand of Emerson Industrial Automation.
- SIEMENS Industry, Inc.; Energy Management Division.
- Thomas & Betts Corporation; A Member of the ABB Group.

Conductors:

Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

Bare Copper Conductors include:

- Solid Conductors: ASTM B 3.
- Stranded Conductors: ASTM B 8.
- Tinned Conductors: ASTM B 33.
- Bonding Cable: 28 kc mil, 14 strands of No. 17 AWG conductor, 1/4-inch in diameter.
- Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
- Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/-inches wide and 1/16-inch thick.

Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4-inches in cross section, with 9/32-inch holes spaced 1-1/8-inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

Connectors:

Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

ITEM 100.5 (Continued)

Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

Cable-to-Cable Connectors: Compression type, copper or copper alloy.

Conduit Hubs: Mechanical type, terminal with threaded hub.

Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.

Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

Straps: Solid copper, copper lugs. Rated for 600 A.

Water Pipe Clamps: Mechanical type, two pieces with stainless-steel bolts, Material: Copper, Listed for direct burial.

Raceways and Boxes for Electrical Systems

Metal Conduit:

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- AFC Cable Systems; a part of Atkore International.
- Allied Tube & Conduit; a part of Atkore International.
- Anamet Electrical, Inc.
- Opti-Com Manufacturing Network, Inc (OMNI).
- O-Z/Gedney; a brand of Emerson Industrial Automation.

Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

GRC: Comply with ANSI C80.1 and UL 6.

ARC: Comply with ANSI C80.5 and UL 6A.

IMC: Comply with ANSI C80.6 and UL 1242.

PVC-Coated Steel Conduit: PVC-coated rigid steel conduit. Comply with NEMA RN 1. Coating Thickness: 0.040-inch, minimum.

LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

ITEM 100.5 (Continued)

Metal Fittings:

Comply with NEMA FB 1 and UL 514B.

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- AFC Cable Systems; a part of Atkore International.
- Allied Tube & Conduit; a part of Atkore International.
- Anamet Electrical, Inc.
- FSR Inc.
- O-Z/Gedney; a brand of Emerson Industrial Automation.

Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

Fittings, General: Listed and labeled for type of conduit, location, and use.

Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.

Fittings for EMT:Material shall be Steel and type shall be setscrew.

Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed and including flexible external bonding jumper.

Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040-inch, with overlapping sleeves protecting threaded joints.

Joint Compound for IMC, GRC, or ARC:

Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

Nonmetallic Conduit:

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- AFC Cable Systems; a part of Atkore International.
- Anamet Electrical, Inc.
- FRE Composites.
- RACO; Hubbell.
- Thomas & Betts Corporation; A Member of the ABB Group.

Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

ITEM 100.5 (Continued)

ENT: Comply with NEMA TC 13 and UL 1653.

RNC: Type EPC-40-PVC or type EPC-80-PVC as noted complying with NEMA TC 2 and UL 651 unless otherwise indicated.

LFNC: Comply with UL 1660.

Nonmetallic Fittings:

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- AFC Cable Systems; a part of Atkore International.
- Anamet Electrical, Inc.
- Arnco Corporation.
- FRE Composites.
- RACO; Hubbell.

Fittings, General: Listed and labeled for type of conduit, location, and use.

Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

Fittings for LFNC: Comply with UL 514B.

Solvents and Adhesives: As recommended by conduit manufacturer.

Metal Wireways and Auxiliary Gutters

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- B-line, an Eaton business.
- Hoffman; a brand of Pentair Equipment Protection.
- MonoSystems, Inc.
- Square D.

Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

ITEM 100.5 (Continued)

Boxes, Enclosures, and Cabinets

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Crouse-Hinds, an Eaton business.
- Erickson Electrical Equipment Company.
- Hoffman; a brand of Pentair Equipment Protection.
- Hubbell Incorporated.

General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb. shall be listed and marked for the maximum allowable weight.

Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

Box extensions used to accommodate new building finishes shall be of same material as recessed box. Device Box Dimensions: as required for the use. Gangable boxes are prohibited.

Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.

Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

Nonmetallic Enclosures: Plastic.

Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

Cabinets: NEMA 250, Type 1 or Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Metal barriers to separate wiring of different systems and voltage. Accessory feet where required for freestanding equipment. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

ITEM 100.5 (Continued)

Identification for Electrical Systems

Performance Requirements

Comply with ASME A13.1, NFPA 70, ANSI Z535.4 for safety signs and labels, NFPA 70E for arc-flash warning labels, and UL 969 for adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

Color and Legend Requirements

Raceways and Cables Carrying Circuits at 600 V or Less:

- Black letters on an orange field.
- Legend: Indicate voltage.

Color-Coding for Phase-Identification, 600 V or Less: Use colors listed below for underground service, feeder and branch-circuit conductors.

- Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
- Colors for 208/120-V Circuits:
 - Phase A: Black.
 - Phase B: Red.
 - Phase C: Blue.
- Colors for 240-V Circuits:
 - Phase A: Black.
 - Phase B: Blue.
- Color for Neutral: White or gray.
- Color for Equipment Grounds: Green.

Warning Label Colors: Identify system voltage with black letters on an orange background.

Warning labels and signs shall include, but are not limited to, the following legends:

- Workspace Clearance Warning: “WARNING – OSHA REGULATION – AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36-INCHES.”

Equipment Identification Labels: Black letters on a white field.

ITEM 100.5 (Continued)

Labels

Self-Adhesive Labels: Polyester or Vinyl, thermal, transfer-printed, 3-mil-thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Brady Corporation.
- Brother International Corporation.
- Ideal Industries, Inc.
- Panduit Corp.

Minimal Nominal Size:

- 1-1/2 by 6-inches for raceway and conductors.
- 3-1/2 by 5-inches for equipment.
- As required by authorities having jurisdiction.

Tapes and Stencils

Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Champion America.
- Ideal Industries, Inc.
- Panduit Corp.

Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2-inches wide; compounded for outdoor use.

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Brady Corporation.
- emedco.
- Marking Services, Inc.

ITEM 100.5 (Continued)

Underground-Line Warning Tape:

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Brady Corporation.
- Ideal Industries, Inc.
- Marking Services, Inc.

Tape: Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines. Printing on tape shall be permanent and shall not be damaged by burial operations. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

Color and Painting: Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4 and ANSI Z535.5. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE". Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".

Signs

Laminated Acrylic or Melamie Plastic Signs:

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Brady Corporation.
- Carlton Industries, LP.
- emedco.

Engraved Legend.

Thickness:

- For signs up to 20 sq. in., minimum 1/16-inch thick.
- For signs larger than 20 sq. in., 1/8-inch thick.
- Engraved legend with black letters on white face.
- Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

ITEM 100.5 (Continued)

Cable Ties

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Hellermann Tyton.
- Ideal Industries, Inc.
- Marketing Services, Inc.
- Panduit Corp.

General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

- Minimum Width: 3/16 inch.
- Tensile Strength at 73 degrees F according to ASTM D 638: 12,000 psi.
- Temperature Range: Minus 40 to plus 185 degrees F.
- Color: Black, except where used for color-coding.

Miscellaneous Identification Products

Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

Panelboards

Panelboards Common Requirements

Fabricate and test panelboards according to IEEE 344 to withstand seismic forces.

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

Comply with NEMA PB 1 and NFPA 70.

Enclosures: Flush and Surface-mounted, dead-front cabinets.

Rated for environmental conditions at installed location.

- Indoor Dry and Clean Locations: NEMA 250, Type 1.
- Outdoor Locations: NEMA 250, Type R.
- Other Wet or Damp Indoor Locations: NEMA 250, Type 4.

Height: 84-inches maximum.

Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.

Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

ITEM 100.5 (Continued)

Incoming Mains Location: Top or Bottom.

All panels shall have feed thru lugs capabilities.

Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

Conductor Connectors: Suitable for use with conductor material and sizes.

Material: Hard-drawn copper, 98 percent conductivity.

Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.

Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.

Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices. All panel shall be furnished with feed thru lugs.

Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

Performance Requirements

Sesismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to ASCE/SEI 7. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

Surge Supression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 2.

Powered Panelboards

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Eaton.
- Siemens.
- Square D; by Schneider Electric.

Panelboards: NEMA PB 1, distribution type.

Doors: Secured with vault-type latch with tumbler lock; keyed alike. For doors more than 36-inches high, provide two latches, keyed alike.

Mains: Circuit breaker.

ITEM 100.5 (Continued)

Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in circuit breakers or Bolt-on circuit breakers.

Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger than 125 A: Bolt-on circuit breakers.

Lighting and Appliance Branch-Circuit Panelboards

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Eaton.
- General Electric Company; GE Energy Management – Electrical Distribution.
- SIEMENS Industry, Inc.; Energy Management Division
- Square D; by Schneider Electric.

Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

Mains: Circuit breaker.

Branch Overcurrent Protective Devices: Plug-in or Bolt-on circuit breakers, replaceable without disturbing adjacent units.

Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

Disconnecting and Overcurrent Protective Devices

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Eaton.
- General Electric Company; GE Energy Management – Electrical Distribution.
- SIEMENS Industry, Inc.; Energy Management Division
- Square D; by Schneider Electric.

MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

Thermal-Magnetic Circuit Breakers:

- Inverse time-current element for low-level overloads.
- Instantaneous magnetic trip element for short circuits.
- Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

Identification

Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

ITEM 100.5 (Continued)

Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

Wiring Devices

General Wiring-Device Requirements

Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

Comply with NFPA 70.

Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions: Connectors shall comply with UL 2459 and shall be made with stranding building wire. Devices shall comply with the requirements in this Section.

Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

Devices for Owner-Furnished Equipment:

Receptacles: Match plug configurations.

GFCI Receptacles

125 V, 20 A, straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, UL 943 Class A, and FS W-C-596. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

Duplex GFCI Convenience Receptacles:

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Eaton (Arrow Hart).
- Hubbell Incorporated; Wiring Device-Kellems.
- Leviton Manufacturing Co., Inc.
- Pass & Seymour/Lagrand (Pass & Seymour)

ITEM 100.5 (Continued)

Toggle Switches

Comply with NEMA WD 1, UL 20, and FS W-S-896.

Switches, 120/277 V, 20 A, Single Pole:

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Eaton (Arrow Hart).
- Hubbell Incorporated; Wiring Device-Kellems.
- Leviton Manufacturing Co., Inc.
- Pass & Seymour/Lagrand (Pass & Seymour)

Wall Plates

Single and combination types shall match corresponding wiring devices.

- Plate-Securing Screws: Metal with head color to match plate finish.
- Material for Finished Spaces: High-impact thermoplastic in finished spaces.
- Material for Unfinished Spaces: Galvanized steel.
- Material for Damp Locations: Cast aluminum with spring-loaded lift cover and listed and labeled for use in wet and damp locations.

Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

Finishes

Device Color for Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.

Wall Plate Color: For plastic covers, match device color.

Enclosed Switches and Circuit Breakers

Performance Requirements

Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

General Requirements

Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

ITEM 100.5 (Continued)

Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

Comply with NFPA 70.

Fusible Switches

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Eaton.
- General Electric Company.
- SIEMENS Industry, Inc.; Energy Management Division.
- Square D; by Schneider Electric

Type HD, Heavy Duty: Single throw. Three pole. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses. Lockable handle with capability to accept three padlocks and interlocked with cover in closed position.

Accessories:

Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

Non-Fusible Switches

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- Eaton.
- General Electric Company.
- SIEMENS Industry, Inc.; Energy Management Division.
- Square D; by Schneider Electric

Type HD, Heavy Duty, Three Pole, Single Throw: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

ITEM 100.5 (Continued)

Accessories:

Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

Enclosures

Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1).

Operating Mechanism: The circuit-breaker operating handle shall be externally operable directly operable through the front cover of the enclosure (NEMA 250 Type 1).

EXECUTION

Provide and place all sleeves for conduit penetrations through floors, walls, partitions, etc. Locate all necessary slots and inserts for electrical work and place in form before concrete is poured.

Equipment shall be kept upright at all times. When equipment has to be tilted for ease of passage through restricted areas during transportation, the manufacturer shall be required to brace the equipment suitably to insure that the tilting does not impair the functional integrity of the equipment.

As the work progresses, legibly record (red line) all field changes on a set of project contract drawings. Prior to Substantial Completion of the project, submit the red lined prints to the Engineer for use in preparation of the record drawings.

Test all systems furnished under this Special Provision and repair or replace all defective work. Make all necessary adjustments to the systems and equipment and instruct the Owner's personnel in the proper operation of the systems and equipment.

Systems furnished, installed and/or provided by this Special Provision and General Specifications will be commissioned in accordance with IECC 2015 as modified by 780 CMR 13. Contractor shall provide the services of the Building Controls Subcontractor, Equipment Manufacturers' representatives, and his own personnel as required to operate, adjust, and calibrate equipment and systems and assist the Commissioning Agent in performing the services as specified in Section "Commissioning of Electrical Systems".

ITEM 100.5 (Continued)

Low-Voltage Electrical Power Conductors and Cables

Conductor Material Applications

Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

Conductor Insulation and Multiconductor Cable Applications and Wiring Methods

Service Entrance: Type XHHW-2, single conductors in raceway.

Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.

Concealed feeders only when installed above acoustical tile hung ceilings and within gypsum wallboard partitions: Metal-clad cable, Type MC.

Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway.

Branch circuits only when installed above acoustical tile hung ceilings and within gypsum wallboard partitions: Metal-clad cable, Type MC.

Installation of Conductors and Cables

Conceal cables in finished walls, ceilings, and floors unless otherwise indicated. Complete raceway installation between conductor and cable termination points according to "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.

Connections

Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors. Wiring at Outlets: Install conductor at each outlet, with at least 12-inches of slack.

ITEM 100.5 (Continued)

Identifications

Identify and color-code conductors and cables according to Section "Identification for Electrical Systems." Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

Grounding and Bonding for Electrical Systems

Applications

Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

Underground Grounding Conductors: Install bare copper conductor. Bury at least 24-inches below grade.

Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated. Install bus horizontally, on insulated spacers 2-inches minimum from wall, 6-inches above finished floor unless otherwise indicated. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

Conductor Terminations and Connections: Pipe and Equipment Grounding Conductor Terminations shall be bolted connectors. Underground Connections shall be welded connectors except as otherwise indicated.

Grounding at the Service

Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

Equipment Grounding

Install insulated equipment grounding conductors with all feeders and branch circuits. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70: feeders and branch circuits, lighting circuits, receptacle circuits, single-phase motor and appliance branch circuits, three-phase motor and appliance branch circuits, and flexible raceway runs.

Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

Water Heater: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

ITEM 100.5 (Continued)

Installation

Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit. Bonding to structure use bond straps directly to basic structure, taking care not to penetrate any adjacent parts. Bonding to equipment mounted on vibration isolation hangers and supports install bonding so vibration is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

Field Quality Control

Perform tests and inspections with the assistance of a factory-authorized service representative. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions. Test completed grounding system at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by fall-of-potential method according to IEEE 81.

Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

Prepare test and inspection reports. Report measured ground resistances values. If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

ITEM 100.5 (Continued)

Raceways and Boxes for Electrical Systems

Raceway Application

Outdoors: Apply raceway products as specified below unless otherwise indicated:

- Exposed Conduit: GRC.
- Concealed Conduit, Aboveground: GRC.
- Underground Conduit: RNC, Type EPC-80-PVC, direct buried or Type EPC-40-PVC concrete encased unless otherwise indicated on plans.
- Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
- Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

Indoors: Apply raceway products as specified below unless otherwise indicated. All raceways shall be installed concealed within Gypsome walls and CMU.

- Exposed, Not Subject to Physical Damage: EMT.
- Exposed, Not Subject to Severe Physical Damage: EMT.
- Exposed and Subject to Severe Physical Damage: GRC.
- Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
- Damp or Wet Locations: GRC.
- Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 in damp or wet locations.

Minimum Raceway Size: 3/4-inch trade size.

Raceway Fittings: Compatible with raceways and suitable for use and location.

- Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
- PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
- EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
- Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

ITEM 100.5 (Continued)

Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth. Install surface raceways only where indicated on Drawings. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

Installation

Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

Keep raceways at least 6-inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

Arrange stub-ups so curved portions of bends are not visible above finished slab.

Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12-inches of changes in direction.

Conceal conduit and EMT within finished walls and ceilings unless otherwise indicated. Install conduits parallel or perpendicular to building lines. Support conduit within 12-inches of enclosures to which attached.

Stub-ups to Above Recessed Ceilings: use EMT, IMC, or RMC for raceways and use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12-inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

ITEM 100.5 (Continued)

Surface Raceways: Install surface raceway with a minimum 2-inch radius control at bend points.

Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

- Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
- Where an underground service raceway enters a building or structure.
- Where otherwise required by NFPA 70.

Expansion-Joint Fittings: Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

- Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
- Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
- Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.

Install fitting(s) that provide expansion and contraction for at least 0.00041-inch per foot of length of straight run per degree F of temperature change for PVC conduits. Install expansion fittings at all locations where conduits cross building or structure expansion joints. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72-inches of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement and for transformers and motors. Use LFMC in damp or wet locations subject to severe physical damage. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

ITEM 100.5 (Continued)

Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel. Locate boxes so that cover or plate will not span different building finishes. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

Installation of Underground Conduit

Direct-Buried Conduit: Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 100 of the Standard Specifications for pipe less than 6-inches in nominal diameter. Install backfill as specified in Section 100 of the Standard Specifications. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12-inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 100 of the Standard Specifications.

Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3-inches of concrete for a minimum of 12-inches on each side of the coupling. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60-inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

Underground Warning Tape: Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."

Installation of Underground Handholes and Boxes

Boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.

Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1-inch above finished grade.

Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

ITEM 100.5 (Continued)

Sleeve and Sleeve-Seal Installation for Electrical Penetrations

Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

Protection

Protect coatings, finishes, and cabinets from damage and deterioration. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

Identification for Electrical Systems

Installation

Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project. Verify identity of each item before installing identification products. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Apply identification devices to surfaces that require finish after completing finish work. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.

Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.

Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:

- "FIRE ALARM."
- "STANDBY POWER."
- **Field-Applied, Color-Coding Conductor Tape:** Apply in half-lapped turns for a minimum distance of 6-inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.

ITEM 100.5 (Continued)

Underground Line Warning Tape: During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8-inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall. Install underground-line warning tape for direct-buried cables and cables in raceways.

Laminated Acrylic or Melamie Plastic Signs: Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on minimum 1-1/2-inch-high sign; where two lines of text are required, use signs minimum 2-inches high.

Cable Ties: General purpose, for attaching tags, except as listed below:

- Outdoors: UV-stabilized nylon.
- In Spaces Handling Environmental Air: Plenum rated.

Identificaiton Schedule

Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

- "FIRE ALARM."
- "STANDBY POWER."

Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels. Apply to exterior of door, cover, or other access. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following: Controls with external control power connections.

Arc Flash Warning Labeling: Self-adhesive labels.

Operating Instruction Signs: Laminated acrylic or melamine plastic signs.

Equipment Identification Labels:

- Indoor Equipment: Laminated Acrylic or melamine plastic sign.
- Outdoor Equipment: Laminated Acrylic or melamine sign.

ITEM 100.5 (Continued)

Panelboards

Installation

Comply with NECA 1.

Install panelboards and accessories according to NECA 407.

Mount top of trim 90-inches above finished floor unless otherwise indicated.

Mount panelboard cabinet plumb and rigid without distortion of box.

Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

Install overcurrent protective devices and controllers not already factory installed. Set field-adjustable, circuit-breaker trip ranges.

Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

Install filler plates in unused spaces.

Arrange conductors in gutters into groups and bundle and wrap with wire ties.

Identification

Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems."

Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

Install warning signs complying with requirements in Section 26 05 53 "Identification for Electrical Systems" identifying source of remote circuit.

ITEM 100.5 (Continued)

Field Quality Control

Perform test and inspections.

Acceptance Testing Preparation: Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit. Test continuity of each circuit.

Tests and Inspections: Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

Panelboards will be considered defective if they do not pass tests and inspections.

Wiring Devices

Installation

Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

Coordination with Other Trades: Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall. Install wiring devices after all wall preparation, including painting, is complete.

Conductors: Do not strip insulation from conductors until right before they are spliced or terminated on devices. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.

Existing Conductors: Cut back and pigtail or replace all damaged conductors. Straighten conductors that remain and remove corrosion and foreign matter. Pig tailing existing conductors is permitted, provided the outlet box is large enough.

Device Installation: Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete. Keep each wiring device in its package or otherwise protected until it is time to connect conductors. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment. Connect devices to branch circuits using pigtails that are not less than 6-inches in length. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw. Use a torque screwdriver when a torque is recommended or required by manufacturer. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections. Tighten unused terminal screws on the device.

ITEM 100.5 (Continued)

When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

Receptacle Orientation: Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.

Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.

GFCI Receptacles: Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

Field Quality Control

Test Instruments: Use instruments that comply with UL 1436.

Test Instruments for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

Perform the following tests and inspections for Convenience Receptacles:

- Line Voltage: Acceptable range is 105 to 132 V.
- GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
- Using the test plug, verify that the device and its outlet box are securely mounted.
- Correct circuit conditions remove malfunctioning units and replace with new ones, and retest as specified above.

Wiring device will be considered defective if it does not pass tests and inspections.

Perform test and inspection reports.

Enclosed Switches and Circuit Breakers

Enclosure Environmental Rating Applications

Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.

Indoor, Dry and Clean Locations: NEMA 250, Type 1.

Outdoor Locations: NEMA 250, Type 3R.

Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.

ITEM 100.5 (Continued)

Installation

Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

Install fuses in fusible devices.

Comply with NFPA 70 and NECA 1.

Set field-adjustable circuit-breaker trip ranges to values indicated on the Drawings.

Identification

Comply with requirements in Section 26 05 53 "Identification for Electrical Systems." Identify field-installed conductors, interconnecting wiring, and components; provide warning signs. Label each enclosure with engraved metal or laminated-plastic nameplate.

Field Quality Control

Perform tests and inspections: All testing is to be done by the contractor with the assistance of the manufacturer as required.

Tests and Inspections for Switches:

Visual and Mechanical Inspection: Inspect physical and mechanical condition. Inspect anchorage, alignment, grounding, and clearances. Verify that the unit is clean. Verify blade alignment, blade penetration, travel stops, and mechanical operation. Verify that fuse sizes and types match the Specifications and Drawings. Verify that each fuse has adequate mechanical support and contact integrity. Inspect bolted electrical connections for high resistance using one of the two following methods:

- Use a low-resistance ohmmeter: Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12: Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

ITEM 100.5 (Continued)

Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings. Verify correct phase barrier installation. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

Electrical Tests: Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value. Measure contact resistance across each switchblade fuse holder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

Tests and Inspections for Molded Case Circuit Breakers:

Visual and Mechanical Inspection: Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings. Inspect physical and mechanical condition. Inspect anchorage, alignment, grounding, and clearances. Verify that the unit is clean. Operate the circuit breaker to ensure smooth operation. Inspect bolted electrical connections for high resistance using one of the two following methods:

- Use a low-resistance ohmmeter: Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
- Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12: Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

Inspect operating mechanism, contacts, and chutes in unsealed units. Perform adjustments for final protective device settings in accordance with the coordination study.

Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

Prepare test and inspection reports: Test procedures used. Include identification of each enclosed switch and circuit breaker tested and describe test results. List deficiencies detected, remedial action taken, and observations after remedial action.

ITEM 115.1**DEMOLITION OF BRIDGE NO. U-01-004****LUMP SUM**

The work to be done under this Item shall conform to the relevant provisions of Subsections 112 and 120 of the Standard Specifications, amended and or supplemented as follows:

The work to be done under this Item consists of the complete removal and satisfactory disposal of the existing bridge superstructure and substructure as shown on the plans. The demolition includes, but is not limited to, beams, deck, bridge rail, guardrail, curbs, and bituminous pavement to the grades and lines as shown on the plans.

The Contractor shall be responsible for protecting all existing utility lines during his operations. If any utilities are damaged due to the Contractor's negligence, he shall make repairs at his own expense.

All dimensions and details shown for the existing structure are not guaranteed. The Contractor shall verify all conditions and materials in the field and shall base his bid on his own findings without any additional compensation for variance from the Plans or these Special Provisions regarding actual conditions for items to be removed.

Temporary protective shielding shall be constructed to help prevent debris from falling into the brook. All precautions and costs to install shielding necessary to assure that this requirement is met shall be considered incidental to this item. The shielding shall extend the full length and width of the bridge and a sufficient distance beyond the deck overhang and vertically at the fascias to an elevation above the railing height. The shielding shall have all spaces sealed along the perimeter and at the seams to prevent any dust or debris from escaping and falling below into the river. Shielding must be in place before any demolition work is started.

All shielding shall meet the following requirements:

1. The Contractor is responsible for designing, furnishing, installing, maintaining, removing, and disposing of all shielding materials.
2. The Contractor shall submit for review Plans of proposed shielding stamped by a Professional Structural Engineer Registered in the Commonwealth of Massachusetts, for conformance to the Contract Documents, prior to installation of shielding. The drawings shall include details of all connections, brackets and fasteners and shall be submitted at the preconstruction conference.
3. Protective shielding shall not be installed until the Engineer's review has been completed and approved. No portion of the bridge deck shall be removed until the protective shielding is in place and complete.
4. The shielding shall extend a sufficient distance beyond the deck limits, and have walls sufficient to contain any debris. The shielding shall extend the full length of the bridge. The Contractor may utilize the existing abutments and piers as supports for the protective shielding. 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 water below.

ITEM 115.1 (Continued)

5. Shielding shall be designed to safely withstand all loads it would be subjected to during construction. The allowable design stresses shall be in accordance with AASHTO Standard Specifications for Highway Bridges. The design shall also include a complete description of the equipment and construction methods proposed for the deck removal and the maximum size of deck area excavated.
6. The shielding shall also be designed to withstand impact loads from the maximum size of concrete decking should it fall during removal.
7. The shielding shall be maintained and remain in place until the deck is completely removed. Shielding shall be removed only upon approval of the Engineer. After completion, the shielding shall be removed and disposed of the satisfaction of the Engineer.

All materials used in the shielding system shall be the property of the Contractor and shall be properly removed from this site at the completion of the project.

During the prosecution of the work under this Item, the Engineer may reject the use of any method or equipment which causes undue vibration or possible damage to the structure or any parts thereof. Any portions of the existing structure that are to remain, or newly constructed portions, which become damaged because of the Contractor's operations, as determined by the Engineer, shall be repaired to the satisfaction of the Engineer at no additional cost to the Department. No blasting or use of explosives is permitted.

All materials removed in this demolition operation, except for the utility components, which may be directed to remain the property of the utility companies involved, shall become the property of the Contractor and shall be properly disposed of offsite.

SUBMITTALS

Prior to commencing work, the Contractor shall submit a demolition procedure, schedule, and plan to the Engineer for review and approval describing the proposed sequence, method of demolition, protection of the river, and equipment for demolition and disposal of all materials.

The demolition procedure, all calculations and drawings shall be stamped, dated, and signed by a Professional Engineer registered in the Commonwealth of Massachusetts certifying that all structural members are suitably braced and supported during all phases of demolition. Waterway protection shall be detailed as part of the demolition plan. The Contractor shall not proceed with demolition work until the Engineer has given written acceptance of the demolition plan.

The Contractor shall also submit the crane capacity, location, radii of movement, etc. to the Engineer for approval for all stages of demolition. The submittal will specify that the requirements for equipment and all procedures utilized. The submittal shall include drawings and calculations of all loads and selection of crane and lifting hardware, as well as any effects to the existing abutments and structure, and shall be stamped, dated, and signed by a Registered Professional Engineering in the Commonwealth of Massachusetts. Submittal requirements, factor of safety for picks, wind loads, etc. shall be in accordance with the requirements of Section 960.61 – Erection in the Standard Specifications.

ITEM 115.1 (Continued)

CONSTRUCTION METHODS

No demolition work shall commence until the Contractor has received written approval by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 115.1 will be measured and paid for at the Contract unit price per LUMP SUM, which price shall include all labor, materials, equipment, professional engineering services, submittals, and any incidental costs required to complete the work as described herein and shown on the plans.

Except as specified, all material and debris shall become the property of the Contractor, and shall be recycled, reused, or disposed of properly off site.

ITEM 120.1

UNCLASSIFIED EXCAVATION

CUBIC YARD

The work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following. The Contractor shall be responsible for identifying existing soils for potential re-use.

The Contractor shall also be responsible for the proper coordination, characterization, transport and disposal, recycling of surplus soils not geotechnical suitable for re-use according to Items 180.01 through 181.12. This Item includes segregating excavated materials of differing off-site transportation and disposal categories specified in Items 181.11 through 181.12, as required by Owner and the Engineer. Surplus soil of different categories shall be handled separately.

REUSE OF EXISTING SOIL

The Contractor shall maximize the re-use geotechnical suitable soil on-site. For soils intended for on-site re-use, the Contractor shall collect a sample every 150 CY, or at a frequency approved by the Engineer, and perform sieve analysis and modified proctor moisture density curve analysis for each sample. The re-use of soil material matching the MassDOT criteria for specified imported materials may only be performed with Engineer approval. Soils that do not meet the geotechnical parameters shall be managed by the Contractor as surplus soil under Items 181.11 through 181.12.

SUSPECTED/UNKNOWN CONTAMINATED MATERIALS

The Contractor shall be aware that an abutting Massachusetts Contingency Plan (MCP, 310 CMR 40.0000) Site is present at 0 Grove Street. A release of petroleum at this Site led to the listing under Release Tracking Number (RTN) 2-21531 associated with the bulk storage of No. 2 heating oil. The Contractor shall familiarize themselves with the environmental reporting of this property available at <https://eeaonline.eea.state.ma.us/portal#!/search/wastesite>.

The Contractor shall immediately notify the Owner and Engineer if they encounter contaminated or suspected contaminated materials. Such material shall be stockpiled separately on and covered by 6-mil poly sheeting to prevent leaching and/or migration of contaminants as required by the Engineer. The Contractor shall characterize surplus materials, solely with the observation of the Engineer, and properly transport off-site for reuse, recycling, or disposal according to Items 181.11 through 181.12. Temporary storage and transportation of suspected contaminated shall be in accordance with 310 CMR 40.0030 – Management Procedures for Remediation Waste, and all other relevant state and federal regulations.

METHOD OF MEASUREMENT

Unclassified Excavation will be measured by the Cubic Yard of excavation.

BASIS OF PAYMENT

Unclassified Excavation will be paid for at the contract unit price per CUBIC YARD of excavation, which price shall include all labor, tools, equipment, materials, and finishing, along with all incidental costs required to complete the work.

ITEM 153.1**CONTROLLED DENSITY FILL –
NON-EXCAVATABLE****CUBIC YARD**

Work under this Item shall conform to the relevant provisions of Section 150 of the Standard Specifications and the following:

DESCRIPTION

Controlled density fill (CDF) shall be used under the control of the Engineer as shown on the plans and/or as directed by the Engineer.

MATERIALS

Controlled density fill material shall conform to Section M4.08.0. The slump test shall be the “pancake” diameter type. Controlled Density Fill shall be Type 1 – Very Flowable (non-excavatable) and consist of:

1. Portland Cement - ASTM C150
2. Fly Ash - Type F
3. Water - shall be potable
4. Air-Entraining Admixture
5. No admixtures that tend to increase strength with time may be used without approval by Engineer.
6. Aggregate - ASTM C33 for the excavatable mixes, the well-graded concrete sand will make up the remaining volume of the mix to achieve the full cubic yard.

SUBMITTALS AND TESTING

The acceptance of the mix and the supplier will be based on the range and length of experience of the supplier and the mix backup data. The primary properties are the setting times, flowability and yield. The supplier shall submit to the Contractor and then to the Engineer, documentation of his experience in his mixes and in their personnel's ability to deliver them.

Prior to the commencement of work, the Contractor shall submit to Engineer the following for approval:

1. A cold-weather procedure for reaching design strength in allowable time.
2. An anti-floating procedure including buoyancy calculations to prevent uplift in the casing pipes.

The Contractor shall perform test batches prior to construction to demonstrate set up time in cold weather prior to installation.

ITEM 153.1 (Continued)

COMPENSATION

Method of Measurement

Item 153.1 will be measured for payment by the Cubic Yard of actual material placed within the specified limits, as directed and accepted by the Engineer.

Basis of Payment

Item 153.1 will be paid for at the Contract unit price per Cubic Yard, which price shall include all labor, materials, tools, equipment, staging, access, removals, storage, the cost of all field measurements and survey required, and incidental costs required to complete the work.

ITEM 180.01 ENVIRONMENTAL HEALTH AND SAFETY PROGRAM LUMP SUM

The work shall consist of ensuring the health and safety of the Owner, the public, the Contractor's employees and subcontracting personnel, the Engineer, their representatives, and the environment, from any on-site oil and/or hazardous materials present in air, soil, water and sediment.

The Contractor shall prepare and implement a site-specific Environmental Health and Safety Plan (EHASP). The EHASP shall include appropriate components required by OSHA Standard 29 CFR 1910.120(b) and must comply with all applicable state and federal laws, regulations, standards and guidelines, and provide a degree of protection and training appropriate for implementation on the project. The EHASP shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The EHASP shall be developed and implemented independently from the standard construction HASP.

Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions, including but not limited to standards established by OSHA and National Institute for Occupational Safety and Health (NIOSH). Equipment used for the purpose of health and safety shall be approved by and meet pertinent standards and specifications of the appropriate regulatory agencies.

A copy of the most up-to-date version of the EHASP shall be maintained on-site at all times by the Contractor. The on-site copy shall contain the signature of the Contractor, and Subcontractors involved with on-site activities. The employee's signature on the EHASP shall be deemed prima facie evidence that the employee has read and understands the plan. Updated copies of signature sheets shall be submitted to the Engineer.

The EHASP shall specify a Contractor Site Safety and Health Officer responsible for implementation of the EHASP and to oversee all construction activities, including handling, storage, sampling and transport, which require contact with or exposure to potentially hazardous materials.

The level of protection and training required to ensure the health and safety of on-site personnel will be stipulated in the EHASP. The Site Safety and Health Officer shall implement the EHASP based on changing site and weather conditions, type of operation or activity, chemical compounds identified on-site, concentration of the chemicals, air monitoring data, physical state of the hazardous materials, potential duration of exposure to hazardous materials, dexterity required to perform work, decontamination procedures, necessary personnel and type of equipment to be utilized. The EHASP will specify that workers in contact with contaminated soil, if encountered, must hold current OSHA 40-Hour HAZWOPER training certificates, at a minimum.

During implementation of the EHASP, a daily log shall be kept by the Site Safety and Health Officer and a copy shall be provided weekly to the Engineer. This log shall be used to record a description of the weather conditions, levels of personal protection being employed, screening data and any other information relevant to on-site environmental safety conditions. The Site Safety and Health Officer shall sign and date the daily log.

ITEM 180.01 (Continued)

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Preparation and implementation of the Environmental Health and Safety Program, including the monitoring, protection and storage of all surplus soil, as well as subsequent modifications to the EHASP, will be measured and paid for at the Lump Sum Bid Price.

Payment of 50% of the Environmental Health and Safety Program contract price will be made upon the initial acceptance of the EHASP by the Engineer. Payment of the remaining 50% of the Environmental Health and Safety Program contract price will be made upon completion of the work. The bid price shall include preparation and implementation of the EHASP as well as the cost for its enforcement by the Site Safety and Health Officer along with any necessary revisions and updates. The work of implementing the Environmental Health and Safety Program includes work involving, but not limited to, the monitoring, protection, and storage of all surplus soils.

<u>ITEM 181.11</u>	<u>DISPOSAL OF UNREGULATED SOIL</u>	<u>TON</u>
<u>ITEM 181.12</u>	<u>DISPOSAL OF REGULATED SOIL</u>	<u>TON</u>
<u>IN-STATE FACILITY</u>		
<u>ITEM 181.13</u>	<u>DISPOSAL OF REGULATED SOIL</u>	<u>TON</u>
<u>OUT-OF-STATE FACILITY</u>		

GENERAL:

The work under Items 181.11, 181.12, and 181.13 shall conform to the relevant provisions of Subsection 120 of the Standard Specifications, and Supplemental Specifications. The work shall also include inspecting and testing of all materials as well as include the transportation and disposal of surplus material excavated or excavated and stockpiled. It shall also include the cost of any additional laboratory analyses required by a particular disposal facility beyond the standard disposal test set. The Contractor shall perform characterization testing to determine proper handling according to the requirements of these Item and all related federal and state regulations. Based on the analytical results and designation of the Engineer surplus soils will be managed as specific items (either 181.11, 181.12, or 181.13).

While not anticipated for this project, the excavation of existing subsurface materials may include the excavation of contaminated soils. The Contractor shall be responsible for the proper coordination of characterization, segregating, loading, transport and disposal, recycling or reuse of all surplus soils. Tree roots and existing vegetation, irrigations systems, and miscellaneous subsurface debris are to be disposed of with surplus soils. Disposal, recycling or reuse will be referred to as “disposal” for the remainder of this specification unless otherwise stated.

As listed under Item 120.1, Unclassified Excavation, **the Contractor shall maximize the reuse of geotechnically suitable soil and sediment where specified within the project limits.** The Contractor will be responsible geotechnical analysis as specified in Item 120.1.

For surplus soils that are not geotechnically suitable for re-use, the Contractor will be responsible for coordinating the activities necessary for characterization, loading, transport and disposal of surplus soils. Such coordination will include the Engineer and their designee observing management of surplus soils. Surplus soils must be disposed of in a manner appropriate for the soil classification as described below and in accordance with the applicable laws of local, state and federal authorities.

The Contractor shall be responsible for identifying a disposal facility(s) licensed to accept the class of surplus soils to be managed and assure that the facility can accept the anticipated volume of soil contemplated by the project. The Contractor shall be responsible for professional services including laboratories as needed for this work. The Contractor will be responsible for obtaining all permits, approvals, manifests, waste profiles, Bills of Lading, etc. subject to the approval of the Engineer prior to the removal of the surplus soils from the Site.

The Contractor shall prepare and submit to the Engineer for approval all documents required under all applicable environmental regulations to conduct characterization, transport, and disposal of surplus soils.

ITEMS 181.11-181.13 (Continued)

REGULATORY REQUIREMENTS/RESPONSIBILITIES

The Contractor is responsible for ensuring the work of these special provisions is performed according to regulations, specifications, and recognized standard practices for the handling and disposal of surplus soils that may include contaminated materials. The Owner will not be responsible at any time for a violation of pertinent state or federal regulations by the Contractor, nor will the Owner be responsible for the endangerment of their workers, subcontractors, or others by the Contractor. Contractor shall comply with all rules, regulations, laws, permits, ordinance and guidance for authorities having jurisdiction over the work.

All labor materials, equipment and services to make the work comply with applicable regulations shall be provided by the Contractor at no additional cost to the Owner. In the event there is a conflict or overlap between regulations, the most stringent requirements shall govern. The Contractor shall reimburse the Owner for all costs incurred, including penalties and fines, from the Contractor's failure to adhere to the regulations, specifications, recognized industry practices, etc. that related to handling, transportation, and disposal of surplus soils that may include contaminated materials.

The Owner will be considered the generator for all excavated materials, excluding materials that are contaminated from spills caused by the Contractor. The Contractor will be the generator for materials contaminated by spills or a release caused by them during the work. Any response actions conducted to address spills or releases caused by the Contractor shall be approved by the Engineer and conducted at no additional cost to the Owner.

Contractor shall coordinate personal protective equipment (PPE) requirements with Items 180.01. The cost for providing the minimum levels of PPE required shall be at no additional cost to the Owner.

CLASSES OF SURPLUS SOILS:

The Contractor with review of the Engineer shall determine if soil excavated or soil to be excavated is unregulated soil or contaminated soil as defined in this section. Such materials shall be given a designation for purposes of reuse or disposal based on the criteria of the Massachusetts Contingency Plan (MCP). Soils and sediments which are not suitable for reuse will be given a designation for purposes of off-site disposal based on the characterization data and disposal facility license requirements. The Classes of Contaminated Soils are defined as follows:

Unregulated Soil (Item 181.11) consists of soil, fill and sediment with measured levels of OHM contamination at concentrations below the applicable Reportable Concentrations (RCs) presented in the MCP. Unregulated soil consists of material which may be reused (or otherwise disposed) as fill within the Commonwealth of Massachusetts subject to the non-degradation criteria of the MCP (310 CMR 40.0032(3)) and MassDEP Similar Soils Provision Guidance Policy (WSC#-13-500), in a restricted manner, such that they are sent to a location with equal or higher concentrations of similar contaminants. Disposal areas include licensed disposal facilities and approved industrial settings in areas which will be capped or covered with pavement or loamed and seeded. The material cannot be placed in residential, gardening, and/or childcare facilities, and/or environmentally sensitive (e.g. wetlands) areas. Under no circumstances shall surplus soils be placed in an uncontaminated or less contaminated area (including the area above the groundwater table if this area shows no sign of contamination).

ITEMS 181.11-181.13 (Continued)

The Contractor shall submit to the Owner the proposed disposal area for unregulated soils for approval. If such a disposal area is not a licensed disposal facility, the Contractor shall submit to the Engineer analytical data to characterize the disposal area sufficiently to verify that the unregulated material generated within the construction project limits is equal to or less than the contaminant levels at the disposal site and meets the non-degradation requirements of the MCP. In addition, the Contractor shall provide written confirmation from the Owner of the proposed disposal area that s/he has been provided with the analytical data for both the materials to be disposed as well as the disposal site characterization and that s/he agrees to accept this material.

A Material Shipping Record or Bill of Lading, as appropriate, shall be used to track the off-site disposal of unregulated soil and a copy, signed by the disposal facility or property owner, shall be provided to the Engineer in order to document legal disposal of the unregulated material. The Engineer will develop an LSP Opinion Letter to support the waste profile developed by the Contractor.

Disposal of Regulated Soil In-State Facility (Item 181.12) consists of materials containing measurable levels of OHM that are equal to or exceed the Reportable Concentrations S-1 (RCS-1 Standards as defined by the MCP, 310 CMR 40.0000). Regulated Soil may be reused (as daily or intermediate cover or pre-cap contouring material) or disposed (as buried waste) at lined landfills within the Commonwealth of Massachusetts or at an unlined landfill that is approved by the MassDEP for accepting such material, in accordance with MassDEP Policy #COMM-97-001.

Regulated Soils may also be recycled at a MassDEP approved recycling facility possessing a Class A recycling permit subject to acceptance by the facility and compliance with MassDEP Policy #BWSC-94-400. **Regulated Soil removed from the Site for disposal or treatment must be removed via a Bill of Lading, Manifest or applicable material tracking form approved by the Owner and the Engineer.** This type of facility shall be approved/permitted by the State in which it operates to accept the class of contaminated soil in accordance with all applicable local, state and federal regulations.

Regulated Soil Out-of-State Facility (Item 181.13) consists of materials containing measurable levels of OHM that are equal to or exceed the Reportable Concentrations S-1 (RCS-1) Standards as defined by the MCP, 310 CMR 40.0000 **and** cannot be disposed of in-state. Regulated Soil may be reused (as daily or intermediate cover or pre-cap contouring material) or disposed (as buried waste) at an out-of-state facility or recycling into asphalt. Only materials that cannot be disposed of in-state (Item 181.12) shall be managed by the Contractor out-of-state under Item 181.13.

Regulated Soil removed from the Site for disposal or treatment must be removed via a Bill of Lading, Manifest or applicable material tracking form approved by the Owner and the Engineer. This type of facility shall be approved/permitted by the State in which it operates to accept the class of contaminated soil in accordance with all applicable local, state and federal regulations.

ITEMS 181.11-181.13 (Continued)

MONITORING/SAMPLING/TESTING REQUIREMENTS:

The Contractor shall be responsible for sampling of surplus soils to determine the specific class of surplus soils. Sampling and testing frequency and techniques should be performed according to proposed receiving facility requirements and intended off-site disposal acceptance criteria. Additional sampling and analysis may be necessary to meet the requirements of the disposal facility license. The cost of such additional sampling and analysis shall be included in the bid cost for the applicable disposal items. The Contractor shall obtain sufficient information to demonstrate that the surplus soil meets the disposal criteria set by the receiving facility that will accept the material. **Soil sampling may occur only with three days' advance notice to the Owner and the Engineer and only performed with the on-site observation of the Engineer.** Any samples collected without the observation of the Engineer will not be usable for disposal characterization and require re-mobilization of the Contractor and collection of samples with the observation of the Engineer at no additional cost to the Owner.

The Contractor shall collect disposal characterization samples to a MassDEP-certified laboratory using proper chain-of-custody documentation for analyses which, depending upon site conditions and suspected and/or identified contaminants of concern, may include, but are not limited to, metals, polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), semi volatile organic compounds (SVOCs), herbicides*, pesticides*, ignitability, conductivity, reactivity by reactive sulfide and reactive cyanide, extractable petroleum hydrocarbons (EPHs), volatile petroleum hydrocarbons (VPHs), and/or Total Petroleum Hydrocarbons (TPH). Subsequent testing, depending upon initial results, may be required for Toxicity Characteristic Leaching Procedure (TCLP) analyses (EPA Method 1311) for metals.

* with written approval of the Engineer only.

No excavated material will be removed for off-site disposal until the results of chemical analyses have been received and the materials have been properly classified. The Contractor shall submit to the Engineer results of field and laboratory chemical analyses tests within two days of receipt, accompanied by the classification of the material determined by the Contractor, and the intended disposition of the material. The Contractor shall submit to the Engineer for review all associated plans and documents.

The Contractor may elect to pre-characterize surplus soils with the permission of the Owner. Pre-characterization testing areas must be immediately restored to conditions of type approved by the Owner and Engineer. The Contractor shall provide a pre-characterization sampling plan to the Engineer for review and approval prior to any pre-characterization.

STORAGE OF EXCAVATED SOILS:

The Contractor shall be allowed to stockpile potentially soil pending approval/manifests for transport and disposal if the following conditions are met:

1. The stockpiled excavated material must be removed off-site as soon as possible and in all cases within 90 days from the day of its initial excavation for hazardous waste and 120 days for non-hazardous waste (hazardous waste as defined in 310 CMR 30.0000 and RCRA).

ITEMS 181.11-181.13 (Continued)

2. The stockpiled excavated material shall be placed on polyethylene sheeting and covered with polyethylene sheeting or 6-mil nylon-reinforced polyethylene sheeting.
 3. The polyethylene sheeting shall be bermed around the edges to prevent any infiltration of stormwater or exfiltration of leachate.
- B. The Contractor shall use a lay-down area with Owner approval. The Contractor shall obtain permission for lay-down area use and prepare lay-down area prior to the temporary stockpiling of excavated materials.
- C. If any one of these conditions cannot be met, then the Contractor shall store excavated material in water-tight containers at no additional cost to the Owner pending transportation and disposal. The containers must be removed off site within 90 days from the first day of excavation/generation for hazardous waste and 120 days for non-hazardous waste.

WASTE TRACKING

Copies of the fully executed Weight Slips/Bills of Lading/Manifests/Material Shipping Records or other material tracking form received by the Contractor from each disposal facility and for each load disposed of at that facility, shall be submitted to Engineer and the Owner within three (3) days of receipt by the Contractor.

The Contractor is responsible for preparing and submitting such documents for review and signature by the Owner or other appropriate person with signatory authority, three (3) days in advance of transporting soil off-site. The Engineer is not authorized and cannot sign on behalf of the Owner as the generator. The Contractor shall furnish a form attached to each manifest or other material tracking form for all material removed off-site, certifying that the material was delivered to the Site approved for the class of material.

The Contractor shall maximize the re-use geotechnical suitable soil on-site. For proposed soil reuse within the project construction areas, the Contractor shall cooperate with the Owner to obtain suitable representative samples of the material to establish its structural characteristics in order to meet the applicable imported material criteria for the project.

All material transported off-site shall be loaded by the Contractor into properly licensed and permitted vehicles and transported directly to the selected disposal or recycling facility and be accompanied by the applicable shipping paper. At a minimum, truck bodies must be structurally sound with sealed tail gates and protected from wind and rain.

DECONTAMINATION OF EQUIPMENT:

Tools and equipment which are to be taken from and reused off-site shall be decontaminated in accordance with applicable local, state and federal regulations. This requirement shall include, but not be limited to, all tools, heavy machinery and excavating and hauling equipment used during excavation, stockpiling and handling of surplus soils. Decontamination of equipment is considered incidental to these Items.

ITEMS 181.11-181.13 (Continued)

SUBMITTALS

I. Stockpiling, Transport, and Disposal. At least two weeks prior to the start of any dredging or excavation activity, the Contractor shall submit, in writing, the following for review and shall not begin excavation activity until the entire submittal is acceptable to the Owner and the Engineer.

A. Characterization, Excavation and Stockpiling Protocol:

Provide a written description of the management protocols for performing soil characterization, dredging, dewatering, excavation and stockpiling and/or direct loading for transport, referencing the locations and methods of excavating and stockpiling excavated material. The soil and sediment characterization plan shall include the following:

- a) Proposed testing locations;
- b) Testing parameters and frequency to match the Contractor's receiving facilities' requirements;
- c) If pre-characterizing, the method to access soils;
- d) Composite sampling approach;
- e) Field screening and calibration of photo-ionization detector (PID) meter(s);
- f) Representative soil data collection procedures; and

The Contractor shall further detail the proposed excavation and stockpiling approach including the following:

1. Management of dewatering fluids;
2. Topographic survey control to achieve the required excavation sub-grade elevations;
3. Location of stockpiles that shall not exceed 500 CY each in volume and be separated physically from other stockpiles;
4. Proposed labelling of stockpiles noting the Contractor's tracking of surplus soil; and
5. Schedule for removal of surplus soil to allow project sequencing to proceed.

Any delays based on receiving facility approvals delays shall be at no additional cost to the Owner.

B. Disposal and Recycling Facilities:

1. Provide the name, address, applicable licenses and approved waste profile for disposal and recycling location(s) where surplus soil will be disposed. Present information substantiating the suitability of proposed sites to receive classifications of materials intended to be disposed there, including the ability of the facility to accept anticipated volumes of material.
2. Selected facilities must be established, fully operational, appropriately insured, and be operating in compliance with all applicable local, state, and federal regulations and permits.
3. Provide the Acceptance Criteria for all proposed disposal and recycling facilities to confirm the proposed sampling matches each proposed receiving facility's requirements.

ITEMS 181.11-181.13 (Continued)

C. Transportation:

The name, address, applicable license and insurance certificates of the licensed hauler(s) and equipment and handling methods to be used in excavation, segregation, transport, disposal or recycling.

II. Summary of Sampling Results, Classification of Material and Proposed Disposal Option.

The following information, presented in tabular format, must be submitted to the Engineer for review and approval prior to any reuse on-site or disposal off-site. This requirement is on-going throughout the project duration. At least two weeks prior to the start of any excavation activity, the Contractor shall submit a tracking template to be used to present the information as stipulated below. Excavation will not begin until the format is acceptable to the Owner .

Characterization Reports will be submitted for all soil, sediment, and debris characterized through the sampling and analysis programs required. Each report will include a site plan which identifies the sampling locations represented in the Report; if sampling is from stockpile(s), the Contractor shall denote the area the surplus materials were generated from and the sampling locations within/on the stockpile(s). The Construction Plan sheets may be used as a base plan to record this information. A graphical depiction of the sampling locations is required.

The Sampling Results will be presented in tabular format. Each sample will be identified by appropriate identification matching the sample identification shown on the Chain of Custody Record. The sample must also be identified by location (e.g. grid number or stockpile number). For each sample, the following information must be listed: the classification (unregulated, regulated, etc.), proposed disposal option for the stockpile or unit of material represented, and, all analytical results.

Each Characterization Report will include the laboratory analytical report and Chain of Custody Record for the samples included in the Report.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

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

Disposal of contaminated soil shall be measured for payment by the Ton of actual and verified weight of surplus soils removed and disposed of. The quantities will be determined only by certified weight slips issued by and signed by the disposal facility. The most cost-effective, legal disposal method shall be used.

Item 181.11 Measurement for Disposal of Unregulated Soil shall be under the Contract Unit Price by the weight, in Tons (TN), of unregulated soil removed from the Site and transported to and disposed of at an appropriate location as described in this Item. The Item includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, loading, transportation and disposal.

ITEMS 181.11-181.13 (Continued)

Item 181.12 Measurement for Disposal of Regulated Soil, In-State Facility shall be under the Contract Unit Price by the weight, in Tons (TN), of regulated soil removed from the Site and transported to and disposed of at an in-state landfill according to the requirements of this item. Item includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, loading, transportation and disposal.

Item 181.13 Measurement for Disposal of Regulated Soil, Out-of-State Facility shall be under the Contract Unit Price by the weight, in Tons (TN), of regulated soil removed from the Site and transported to and disposed of at an out-of-state facility according to the requirements of this Item. The Item includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, loading, transportation and disposal.

ITEM 182.1**INSPECTION AND TESTING FOR ASBESTOS****LUMP SUM**

The work shall include the inspecting and testing of all materials suspected of containing asbestos. When any demolition is required to enable the inspection and testing of the suspected material it will be considered incidental to this Item and the Contractor must perform all asbestos handling and testing in accordance with the regulations stated below.

Dust suppression in the form of light water sprays, foams, dust suppressants and calcium chloride will be implemented as required to control dusting during any disturbance of asbestos suspected material.

Alternatively, intrusive activities may be reduced or curtailed under high wind or heavy rain conditions, which in the opinion of the Health and Safety Plan (HASP) may pose a safety hazard to the workers.

The Contractor shall employ the services of a Massachusetts licensed "Asbestos Inspector" to inspect the material to determine whether or not "ITEM 182.2 REMOVAL OF ASBESTOS" is required. Should the asbestos inspector determine laboratory testing is required, a state certified laboratory shall be used to perform all necessary tests.

ITEM 182.2**REMOVAL OF ASBESTOS****FOOT**

The work shall include the removal and satisfactory disposal of existing asbestos. The Contractor's attention is directed to the fact that existing asbestos shall be inspected and tested prior to removal, to determine if special removal and disposal is required. The Contractor shall follow all the rules and regulations stated in "ITEM 182.1 INSPECTION AND TESTING FOR ASBESTOS". If asbestos is present, the Contractor shall follow all the rules and regulations stated in the section "REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS", under this item. The Contractor should notify and coordinate his/her efforts with the proper utility accordingly.

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

This section specifies the requirements for the handling and removal of asbestos containing material. The Contractor must perform all asbestos handling and removal work in accordance with these specifications and the following additional requirements.

U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA) including but not limited to:

- 29 CFR 1910 Section 1001 and 29 CFR 1926 Section 58 Occupational exposure to Asbestos, Tremolite, Anthophyllite and Actinolite, Final Rule
- 29 CFR 1910 Section 134 Respiration Protection
- 29 CFR 1926 Construction Industry
- 29 CFR 1910 Section 2 Access to Employee Exposure and Medical Records
- 29 CFR 1910 Section 1200 Hazard Communication
- 29 CFR 1910 Section 145 Specifications for Accident Prevention Signs and Tags
-

U.S. Environmental Protection Agency, (EPA) including but not limited to:

- 40 CFR 762, CPTS 62044, FRL 2843-9, Federal Register Vol. 50 no.134, July 12, 1985 p.28530 - 28540 Asbestos Abatement Projects Rule
- 40 CFR 61 Subpart A Regulation for Asbestos
- 40 CFR 61 Subpart M (Revised Subpart B) National Emission Standard for Asbestos

U.S. Department of Transportation 49 CFR 172 and 173

Massachusetts Department of Labor Standards, (DLS) including but not limited to:

- 454 CMR 28.00 Removal, Containment and Encapsulation of Asbestos

Massachusetts Department of Environmental Protection (DEP) including but not limited to (supplementing subsection 7.01):

- 310 CMR 7.00, Section 7.09 Odor and Dust, Section 7.10 Noise, Section 7.15 Air Pollution Control Regulations
- 310 CMR 18.00 and 19.00 Solid Waste Regulations

ITEM 182.2 (Continued)

Massachusetts Division of Industrial Safety 45 CMR 10.00

Local Requirements including but not limited to those of Health Departments, Fire Departments and Inspection Services Departments

Wherever there is a conflict or overlap of the above references, the most stringent provision shall apply.

All asbestos material shall be removed and properly disposed of by a contractor or subcontractor with a current Massachusetts Abatement Contractors License issued by the Department of Labor Standards. Work shall be supervised by a competent person as required by OSHA in 29 CFR 1926 to ensure regulatory compliance. This person must have completed a course at an EPA Training Center or equivalent course in asbestos abatement procedures, have had a minimum of four years on-the-job training and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person. This person must also be certified by the Commonwealth as an Asbestos Supervisor and Asbestos Project Designer as required by 454 CMR 28.00.

Asbestos removal work shall be coordinated with all other work under the contract and shall be completed prior to performing any activities which could disturb the asbestos material or produce airborne asbestos fibers.

Dust suppression in the form of light water sprays, foams, dust suppressants and calcium chloride will be implemented as required to control dusting during trenching and excavation. Alternatively, intrusive activities may be reduced or curtailed under high wind or heavy rain conditions, which in the opinion of the Health and Safety Plan (HASP) may pose a safety hazard to the workers.

NOTIFICATION AND PERMITS

The Contractor shall prepare a formal pre-notification form at least ten (10) days prior to the start of asbestos removal work. This form must be submitted to the appropriate Regional Office of the Massachusetts Department of Environmental Protection and to the U.S. Environmental Protection

Agency Region I Air and Hazardous Material Division. A copy of the submitted forms must be provided to the Engineer and kept at the work site.

Prior to starting any work, the Contractor shall also obtain any required asbestos removal permit(s) from the city/town. A copy of the permit(s) must be provided to the Engineer and posted at the work site.

The Contractor shall also obtain and pay all other applicable asbestos waste transportation and disposal permits, licenses and fees.

ITEM 182.2 (Continued)

STANDARD OPERATING PROCEDURES

The standard operating procedure shall ensure the following:

1. Proper site security including posting of warning signs and restricting access to prevent unauthorized entry into the work spaces.
2. Proper protective clothing and respiratory protection prior to entering the work spaces.
3. Safe work practices including provisions for communications; exclusion of eating, drinking, smoking, or use of procedures or equipment that would in any way reduce the effectiveness of respiratory protection or other engineering controls.
4. Proper exit practices from the work space though the showering and decontamination facilities.
5. Removing asbestos containing material in ways that minimize release of fibers.
6. Packing, labeling, loading, transporting and disposing of contaminated material in a way that minimizes or prevents exposure and contamination.
7. Emergency evacuation of personnel, for medical or safety (fire and smoke) so that exposure will be minimized.
8. Safety from accidents in the work space, especially from electrical shocks, slippery surfaces and entanglements in loose hoses and equipment.
9. Provisions for effective supervision and OSHA - specified personnel air monitoring for exposure during work.

REQUIRED SUBMITTALS

The Contractor shall submit to the Engineer the following listed items at least ten (10) calendar days prior to the start of asbestos work. No asbestos removal work activities shall commence until these items are reviewed by the Engineer, unless otherwise waived. Submittals shall be clearly labeled and in sufficient detail to enable the Engineer to form an opinion as to its conformity to the specifications.

1. Name, experience and DLS certification of proposed Supervisors and Foreman responsible for asbestos work.
2. Summary of workforce by disciplines and a notarized statement documenting that all proposed workers, by name, have received all required medical exams and have been properly trained and certified for asbestos removal work, respirator use and appropriate Massachusetts DLS, EPA and OSHA standards.

ITEM 182.2 (Continued)

3. Notarized statement that workers are physically fit and able to wear and use the type of respiratory protection proposed for the project. Notarized certification signed by an officer of the abatement contracting firm that exposure measurements, medical surveillance and worker training records are being kept in conformance with 29 CFR 1926.
4. Written plan of action and standard operating procedures (HASP) to include: location and layout of decontamination areas; sequencing of asbestos work; detailed schedule of work activities by date and interface with other project activities which affect work performance; methods used to assure safety and security; worker protection and exposure monitoring; contingency and emergency evacuation procedures; detailed description of methods to be employed to control pollution; waste handling procedures.
5. Written respiratory protection program specifying level of protection intended for each operation required by the project and details of daily inspection and maintenance elements.
6. Copies of the U.S. EPA, State and local asbestos removal pre-notification forms. If applicable, lists and copies of all permits, licenses, or manifests which will be applied for and used.
7. Name, location and applicable approval certificates for primary and secondary landfill for disposal of asbestos-containing or asbestos contaminated waste. Name, address and licenses number(s) of hauler permitted to transport waste. (Submit copies of completed manifests upon disposal).

The Contractor must provide copies of daily inspection and record logs upon request of the Engineer, at any time during project. This information will include but is not limited to work area entry data, respirator inspections and maintenance, HEPA-exhaust inspections and maintenance and other work applicable activities or reports of accidents or unusual events.

COMPENSATION

Method Of Measurement:

ITEM 182.2 will be measured by the FOOT for the complete removal and disposal of the asbestos containing material.

ITEM 182.2 (Continued)

Basis Of Payment:

Payment will be at the contract unit price per FOOT for ITEM 182.2 REMOVAL OF ASBESTOS, as specified above including all materials, tools, equipment and labor necessary to complete the work specified above.

All costs in connection with the protection of the general public, private property and all costs associated with the proper disposal of the material removed shall be included in the price and no additional compensation will be allowed.

ITEM 271.12. 12 INCH AND UNDER PIPE REMOVED AND STACKED **FOOT**

Work under this item shall conform to the relevant provisions of Section 270 of the Standard Specifications and the following:

Pipe removed and stacked under this item materials shall be delivered to the Upton Highway Department maintenance facility at 100 Pleasant Street, Upton, MA 01568 at no additional cost.

COMPENSATION

Method of Measurement

Item 271.12 will be measured for payment by the Foot of actual pipe removed and stacked within the specified limits, as directed and accepted by the Engineer.

Basis of Payment

Item 271.12 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, tools, equipment, staging, access, removals, storage, the cost of all field measurements and survey required, and incidental costs required to complete the work.

ITEM 371.08**8 INCH COUPLING****EACH****PRODUCTS****FLEXIBLE COUPLINGS:**

- A. The Contractor shall use solid sleeve coupling fittings for joining pipe. Sleeve-type flexible couplings may be substituted only with the approval of the Engineer.
- B. All couplings and accessories shall be of a pressure rating at least equal to that of the pipeline in which they are to be installed.
- C. Couplings shall be cast or ductile iron and shall be provided with gaskets of a composition suitable for exposure to the liquid within the pipe.
- D. Sleeve type couplings shall be made by Dresser Mfg. Div., Bradford, PA; Smith Blair, Inc., San Francisco, CA; Romac Industries Inc., Seattle, WA; Ford Meter Box Co., Wabash, IN; or be an approved equal.
- E. Couplings for buried pipe shall be Dresser 153; Smith Blair Type 441 or 443; Romac Style 501; Ford Style FC1 or FC2; or approved equal.

CONSTRUCTION METHODS

Pipe ends shall be cleaned thoroughly prior to installation. After the bolts have been inserted and all nuts have been made up finger tight, diametrically opposite nuts shall be progressively and uniformly tightened all around the joint, preferable by use of a torque wrench of the appropriate size and torque for the bolts. The correct torque as indicated by a torque wrench shall not exceed 90 foot lb. for joints up to 24-inches.

COMPENSATION**Method of Measurement**

Item 371.08 will be measured for payment by the Each of actual 8" couplings installed within the specified limits, as directed and accepted by the Engineer.

Basis of Payment

Item 371.08 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, tools, equipment, staging, access, removals, storage, the cost of all field measurements and survey required, and incidental costs required to complete the work.

ITEM 620.13**GUARDRAIL, TL-3 (SINGLE FACED)****FOOT**

The work under this Item shall conform to the relevant provisions of Section 600 of the Standard Specifications and the following:

GENERAL

The work shall include the construction of guardrail, guardrail posts, thrie-beam panels, W-beam panels, transition panels, and trailing anchorage. Components shall be MASH TL-3 compliant.

The construction of all items shall include the assembly and erection of all components, parts and materials complete at the intended locations.

COMPENSATION**Method of Measurement**

Item 620.13 Guardrail TL-3 shall be measured by the Foot of installed guardrail, thrie-beam panel, W-beam panel, transition panel and trailing anchorage.

Basis of Payment

Item 620.13 Guardrail TL-3 shall be paid for at the Contract unit price, per Foot. This price shall be full compensation for all labor, tools, materials, equipment, and incidental cost necessary to accomplish the work.

ITEM 657.**TEMPORARY FENCE****FOOT**

The work to be done under this Item shall conform to the relevant provisions of Section 644 of the Standard Specifications and the following:

GENERAL

The work shall include furnishing, installing, adjusting and resetting, and subsequently removing a temporary chain link fence across the access to the work area as necessary for safety and security, and as directed by the Engineer.

All posts, including end, corner and intermediate brace posts and all access/egress gates and gate posts shall be included in the linear foot cost. The fencing height shall be 72 inches minimum. Material need not be new but shall not be deteriorated nor in any way jeopardize the security purposes intended. All fencing materials shall meet the approval of the Engineer.

Fence fabric shall be placed on the face of the post away from the work area. The top edge of the fabric shall be finished with a "Knuckled" selvage.

A 48" x 30" sign, conforming to the relevant provisions of Section 852, shall be mounted on each gate. The sign legend shall be 8"-high, bold-red font, printed on white background, and shall read as follows:

DANGER

AREA CLOSED TO VEHICLE, BICYCLE, AND PEDESTRIAN TRAFFIC

It may be necessary to remove and reset sections of temporary fence at times during construction to accommodate construction operations. This shall be considered incidental to the work.

The Contractor shall be responsible for maintenance of the temporary fence; be responsible and cognizant that it remains secure, and that the area is sealed off to the general public at all times. Fence gates shall be secured closed with a padlock and chain at all times while the Contractor is not on site.

COMPENSATION**Method of Measurement**

Item 657. Temporary Fence shall be measured by the Foot of installed temporary fence or as directed by the Engineer.

Basis of Payment

Item 657. Temporary Fence shall be paid for at the Contract unit price, per Foot. This price shall be full compensation for all labor, tools, materials, equipment, and incidental cost necessary to accomplish the work and for the removal and disposal of the fence upon the completion of the project. No additional payment shall be made for the replacement and/or restoration of fencing damaged by the Contractor's operations, vandalism, and/or any other manner.

ITEM 697.1**SILT SACK****EACH**

The work under this item shall conform to the relevant provisions of Subsection 200 of the Standard Specifications and the following:

The work under this item shall consist of furnishing, installing, cleaning, maintaining, replacing, and removing silt sacks at catch basins at the locations and as shown on plans and as directed by the Engineer.

MATERIALS

Sack shall be manufactured from a specially designed woven polypropylene geotextile sewn by a double needle machine, using a high strength nylon thread. Sack shall be manufactured by one of the following or an approved equal:

Siltsack®

SI Geosolutions:
www.sigeosolutions.com
(800) 621-044

Dandy Sack™

Dandy Products, Inc.
P.O. Box 1980
Westerville, Ohio 43086
Phone: (800) 591-2284
Fax: (740) 881-2791
Email: dlc@dandyproducts.com
www.dandyproducts.com

FLeXstorm Inlet Filters

Inlet & Pipe Protection
24137 W. 111th St - Unit A
Naperville, IL 60564
Telephone: (866) 287-8655
Fax: (630) 355-3477

The sack will be manufactured to fit the opening of the catch basin or drop inlet. Sack will have the following features: two dump straps attached at the bottom to facilitate the emptying of sack and lifting loops as an integral part of the system to be used to lift sack from the basin. The sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, the sack should be emptied, cleaned and placed back into the basin.

CONSTRUCTION METHODS

Installation, removal, and maintenance shall be per manufacturer instructions and recommendations.

COMPENSATION**Method of Measurement**

Item 697.1. Silt Sack will be measured as each installed, maintained, accepted, and removed. There will be no separate measurement for maintenance or replacement associated with this item.

Basis of Payment

Item 697.1. Silt Sack will be paid for at the contract unit price each complete in place and accepted, which price shall include all maintenance throughout construction, materials, equipment, tools, and labor incidental thereto.

ITEM 697.2**FLOATING SILT FENCE****FOOT**

The work under this item shall conform to the relevant provisions of Subsection 670 of the Standard Specifications and the following:

The work under this item shall consist of furnishing and erecting floating silt fence (turbidity barrier) to act as a silt barrier for work within the river. The floating silt fence shall be installed at locations shown on the plans prior to commencing any work in or near the water.

The floating silt fence shall be placed in the river in reasonable conformity with the locations shown on the contract drawings and as directed by the Engineer. The floating silt fence shall be in place and approved by the Engineer prior to any bridge contract work.

The Contractor shall maintain the floating silt fence in satisfactory working order until removed, including any necessary replacements of damaged or deteriorated sections, at no additional compensation. The floating silt fence shall be maintained until all work within and adjacent to the river has been completed. Sediment deposited into the area enclosed by the floating silt fence shall be removed and lawfully disposed prior to relocating or removal of the floating silt fence barrier(s).

Installation procedures may be varied to comply with manufacturers recommended procedures with the approval of the Engineer and the DEP representative. If required, the Contractor shall submit alternate installation and/or staging procedures for approval.

MATERIALS

Floating Silt Fence barrier shall consist of a nylon reinforced PVC fabric siltation curtain with solid plastic foam flotation members enclosed in a top pocket, tension link in floatation section and a ballast chain enclosed in bottom pocket and meet the following property specifications:

1. Length: 50 feet per section.
2. Draft: 3 feet to 10 feet. Contractor shall field verify draft requirements.
3. Floatation Element: Minimum 6-inch diameter closed cell solid plastic foam logs with 17 lbs. per ft. buoyancy.
4. Floatation Fabric: Shall be impermeable 22 oz. nylon reinforced PVC having 450 psi tensile strength.
5. Tension Cables: ¼-inch cable enclosed in top portion of the floatation section. It shall secure to each end of connector of the curtain sections. Cable system shall be tamperproof.
6. Ballast: 5/16-inch or heavier, galvanized steel chain enclosed in bottom pocket of the entire length of floating silt fence.

ITEM 697.2 (Continued)

7. Connectors: Aluminum or galvanized steel universal connectors on each end of floatation section. Below the connectors, the skirts shall be joined by 5/8-inch polypropylene rope ties between the grommets on the two skirts. The ballast chains can be shackled.
8. Steel posts shall be a minimum of 10 feet in length and 4 inches diameter galvanized fence post or other manufacturer approved supporting device approved by the Engineer.

CONSTRUCTION

The fence shall be in place and approved before any contract work that interfaces with the river begins.

The contractor shall maintain fences in satisfactory working order until removed, including any necessary replacement of damaged or deteriorated sections, at no additional compensation.

Heavy sediment deposits in the area enclosed by the floating silt fence will be removed before the removal of the barrier.

COMPENSATION

Method of Measurement

Item 697.2. Floating Silt Fence will be for payment by the foot for a complete installation, removing and resetting as necessary, and final removal as described above and/or as directed by the Engineer.

Basis of Payment

Item 697.2. Floating Silt Fence shall be paid for at the contract unit bid price per foot, which shall include all equipment, material, labor, and tools necessary for a complete installation, removing and resetting, and final removal as described above and/or as directed by the Engineer. Removal and disposal of built-up silt or debris deposited or accumulated into the enclosed area or at the bottom of the floating silt fence shall also be included in the unit bid price of this item.

Work under this item shall consist of furnishing the mix(es) specified below in the required quantity.

SUBMITTALS

- 1) Pre-Verification of Seed Availability. Within 30 days after the Notice to Proceed, the Contractor shall submit to the Engineer the supplier's verification of availability of seed species in the required quantities and for the anticipated date of seeding. Verification shall be on the supplier's letterhead and notarized by the supplier's notary. Species not expected to be available should be noted and substitutions recommended.
- 2) Final Verification of Seed Availability. No earlier than 21 days prior to ordering, the Contractor shall submit to the Engineer the supplier's verification of availability of seed species and in the required quantities. Verification shall be on the supplier's letterhead and notarized by the supplier's notary. A copy of this submittal shall be forwarded to the MassDOT Landscape Design Section. Substitutions or changes in the mix at this time must be approved by MassDOT Landscape Design Section.
- 3) Seed Worksheet provided herein shall be submitted to the Engineer prior to ordering seed to determine the number of pounds of Pure Live Seed required.
- 4) Seed Tags. The contractor shall submit original seed tags from each bag of seed used on the project or ensure that each tag is photo documented by the Engineer while on the unopened bag.

Number of tags submitted must correspond to number of bags delivered.

Species listed on the seed tag shall match the Final Verification of Seed Availability (Submittal #2) unless approved otherwise. Tag must include: variety and species name; lot number; purity; percentage of inert matter; percentage of weeds, noxious seeds, and other crop seeds; germination, dormant or hard seed; total viability; origin of seed; germination test date, net weight, and name and address of seller. The origin of seed must be listed on the seed tag for all species in the mix to provide verification of original (generation 0) seed source. The smallest known geographic area (township, county, ecotype region, etc.) shall be listed. Ecotypes and cultivars shall be as close to Massachusetts as possible and appropriate to the site conditions.

A copy of this submittal shall be forwarded to the MassDOT Landscape Design Section.

- 5) Verification of Seed Delivery. Prior to payment, contractor shall submit the Seed Delivery Verification form contained within the contract or the Supplier's Verification on company letterhead or a bill of lading. Supplier verification must include all information requested on the Verification form within this contract. The bill of lading must include variety and species name, lot number, net weight shipped, date of sale, invoice, project or seeding location, and name and address of Supplier. All information must be filled in and

complete for acceptance. Information must match the seed tags and quantity of seed used on the job. A copy of this submittal shall be forwarded to the MassDOT Landscape Design Section.

- 6) Seed Sample. If requested or if seed is from a previously opened bag, the contractor may be asked to submit to the Engineer a sample of seed from the seed bag (1-2 cups) at the time of seeding.

SEEDING SEASON

The appropriate seeding seasons are:

Spring: April 1 - May 15
Fall: October 1 - December 1 for dormant seeding

PERMANENT SEED MIX(ES)

Seed Mix(es) shall be as specified below. Ecotypes and cultivars shall be as close to Massachusetts as possible and appropriate to the site conditions.

New England Roadside Matrix Upland Seed Mix

Application Rate

New England Roadside Matrix Upland Seed Mix: 35 lbs/acre PLS.

Any species substitutions shall be with a species having similar characteristics and function. Substitutions must be approved by MassDOT Landscape Design Section per the documentation submittal process.

50% Increase Adjustment for Field Conditions

Seeding under the following conditions requires a 50% increase in the permanent mix at the time of construction:

- Seeding out of season
OR
- Seeding after Compost Blanket has been applied (unless already increased for out of season).

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

New England Roadside Matrix Upland Seed Mix will be measured for payment by the pound of Pure Live Seed delivered and complete in place.

New England Roadside Matrix Upland Seed Mix will be paid at the contract unit price per pound of Pure Live Seed delivered upon approval of all Seed Submittal Documentation. Overseeding required to correct poor germination or establishment shall be incidental to the item.

Application and care of native seed mix will be paid for separately under Item 735.635 Native Seeding and Establishment.

NATIVE SEED WORKSHEET

Project Description: _____ Project No: _____

Contractor: _____ Contract No: _____

Seed Mix Number & Description: _____

Contractor: Complete Prior To Ordering

Pounds of Seed Required Per Contract:

_____ lbs./acre for _____ Acre(s) OR _____ SY

Additional 50% increase if required (out of season or seeding over compost blanket):

_____ **lbs. Total Seed Required**

Calculated Quantity for Pure Live Seed (PLS¹):

_____ **Total Pounds PLS**

Engineer: Verification at Time of Application

Number pounds delivered to site²: _____ Date(s): _____

Actual Seed Bag Tag/s Received or photo documented by Engineer: _____

¹ PLS=% pure seed x % viable seed (total germination, hard seed, and dormant seed).

²Quantity delivered should match pounds **Total Pounds PLS** and **Verification of Seed Delivery**.
Pounds should be shown on each Seed Tag.

***SUPPLIER VERIFICATION OF SEED DELIVERY FOR
MASSDOT PROJECTS***

Date _____

We hereby certify that (*Seed Supplier*): _____

Furnished to (*Contractor*): _____

For use on: (*Project Description*) _____

Project #: _____ Contract #: _____

Pounds of Pure Live Seed: _____

Of Mix (*Description*): _____

Lot Number _____

The material was delivered on (*Date*) _____.

The labels and contents meet all State and Federal regulations. The mixture consists of the following species, including cultivars (as applicable) and ecotype region, and at the following percentages (may be attached separately):

Name (print): _____ Title: _____

Supplier: _____

Signature and Seal: _____

ITEM 767.121**SEDIMENT CONTROL BARRIER****FOOT**

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.

Where shown on the plans or when required by permits, sedimentation fence shall be used in addition to compost filter tubes and straw bales and shall be compensated under that item.

Sediment control barriers shall be installed in the approximate location as shown on the plans and as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans and adjust placement to ensure that the placement will provide maximum effectiveness.

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.

ITEM 767.121 (Continued)

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 as shown on the detail plans.

Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

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.

ITEM 767.121 (Continued)

Sedimentation Fence

Materials and Installation shall be per Section 670.40 and 670.60 of the Standard Specifications and the following:

Sedimentation fence shall only be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

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 & 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, nylon twine, and sedimentation fence, 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).
- Sedimentation fence, stakes, and other debris shall be removed and disposed off-site. Site shall be restored to a neat and clean condition.

COMPENSATION

Method of Measurement

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.

Sedimentation fence used in conjunction with compost filter will be measured and paid for separately under Standard Item 697, Sedimentation Fence.

ITEM 874.2**TRAFFIC SIGN REMOVED AND RESET****EACH****DESCRIPTION**

The work under this item shall conform to the relevant provisions of Subsection 828 of the Standard Specifications amended or supplemented as follows:

CONSTRUCTION METHODS

The Contractor shall carefully remove and reset existing signs, attachment hardware and sign supports posts as shown on the Contract Drawings and as directed by the Engineer.

Signs, attachment hardware and sign support posts shall be satisfactory stored and protected until the time that they are reset as shown non the Contract Drawings and by direction of the Engineer.

The contractor shall take all necessary precautions not to damage or lose any of the signs during the removal process. Any signs, attachment hardware, and sign supports damaged beyond use shall be replaced by the Contractor at no cost to MassDOT or the Towns of Sutton and Grafton. Damaged components shall be legally disposed of by the Contractor.

Signs, attachment hardware, and sign support posts that are determined by the Engineer to be unsuitable for reuse shall be replaced with new materials and are incidental to this item.

METHOD OF MEASUREMENT

Item 874.2 will be measured for payment by the Each existing sign removed and reset in place.

BASIS OF PAYMENT

Item 874.2 will be paid for at the Contract unit price per Each sign removed and reset in place, which price shall include all labor, tools, equipment, materials, and incidental costs required to complete the work

ITEM 874.4**TRAFFIC SIGN REMOVED AND STACKED****EACH****DESCRIPTION**

The work under this item shall conform to the relevant provisions of Subsection 828 of the Standard Specifications amended or supplemented as follows:

CONSTRUCTION METHODS

The work to be done under this item shall consist of the dismantling, removing, and stacking of all existing regulatory, warning, and guide signs and their supports as noted on the Contract Plans and/or as directed by the Engineer. Work under this item also includes excavation of the existing foundations for regulatory, warning, and guide signs. At the Engineer's discretion, if the existing foundation will not interfere with new construction, it may be removed to a depth of 12 inches below the existing ground. The hole shall be backfilled with gravel and compacted, and the existing surfaces restored or replaced in kind.

Unless otherwise directed by the Engineer, the existing signs shall not be removed until the new replacement signs and structures are ready for installation.

Existing signs shall be removed and delivered to Town of Upton Highway Department yard at 100 Pleasant Street, Upton, Ma 01568 or to a location as directed by the Engineer.

METHOD OF MEASUREMENT

Item 874.4 will be measured for payment by the Each existing sign (and support, unless otherwise noted on the plans) actually removed and stacked.

BASIS OF PAYMENT

Item 874.4 will be paid for at the Contract unit price per Each sign to be removed and stacked at the locations shown on the Plan or as directed by the Engineer, which price shall include all removals and stacking regardless of the number of existing sign panels and supports at each installation.

The contract unit price shall constitute full compensation for dismantling, removing and stacking of the signs and their supports, excavation and disposal of the existing foundation, supplying and placing of gravel backfill and compaction, and the restoration or replacement in kind of disturbed surfaces.

ITEM 991.1**CONTROL OF WATER
STRUCTURE NO. U-01-004****LUMP SUM****GENERAL**

The work to be done under this Item shall include the furnishing, installation, operation and removal of the water control system required for the construction of the proposed Precast Bridge Culvert structure and wingwalls and associated appurtenances. All final excavation, foundation construction and backfilling shall be performed in the dry. The different measures taken to maintain the flow of the stream throughout various construction stages are included under this Item. This Item does not include excavation.

This work shall also include the following:

- Engineering and calculations for estimation of required flows;
- Engineering and calculations for preparation of the contractor's de-watering plan;
- Gravity diversion piping;
- Pumping pipes for pumping activities that remove water beyond the project work area. Pumping activities that are a noise disturbance to adjacent residents is not permitted;
- Sedimentation basins, turbidity curtains, and all approved sediment removal devices;
- Miscellaneous equipment and materials related to de-watering the work areas; and
- Maintenance or relocation of cofferdams and other temporary facilities and equipment related to de-watering as required for construction operations or staging.

The Contractor is advised that the Control of Water shown on contract plans at Culvert/Bridge No. U-01-004 is a suggested method of Water Control only. The Contractor shall submit their own Control of Water Plans and documentation as specified in these provisions. The Contractor shall make their own evaluation of existing conditions and facilities, and of the effects of the proposed temporary works and construction methods and shall provide for all loads and construction conditions necessary to permit construction of the specified structure while maintaining public safety and protecting complete work and all third-party property from damage resulting from their operation. The Contractor shall submit a water control plan to the Engineer for approval. The water control plan shall describe the measures taken to accommodate flows and/or anticipated flood event through the site.

The Contractor is further advised that the Control of Water shown on the contract plans has been approved by permitting agencies. Any deviation from the limits shown on the contract plans and indicated in the approved environmental permits will need to be submitted to the permitting agencies for review and approval. The Contractor is responsible for providing all necessary documents, fees, and coordination with the permitting agencies for a Control of Water plan deviating from the approved permits in a timely manner to not cause delay of the construction.

The Contractor shall take all steps to fulfill the requirements the Massachusetts DEP Erosion and Sedimentation Controls guidelines and all environmental permits associated with this project.

ITEM 991.1 (Continued)

SUBMITTALS

Before commencing construction, the Contractor shall furnish the Engineer with a separate detailed cofferdam and de-watering plan, including working drawings, computations and details of the plan and methods the contractor proposes to use for excavation and handling water, as well as methods and stages for accomplishing the work. All plans and computations shall be stamped by an engineer licensed in the Commonwealth of Massachusetts. Included in the plan shall be a minimum 5-10 day look ahead during construction to assess weather conditions that may come up during construction and appropriate measures taken by the contractor to protect the site and work from potential flooding.

CONSTRUCTION METHODS

Plans and Calculations for water retaining and dewatering measures shall be developed by the Contractor for this Item, prepared and stamped by a Professional Engineer Registered in the Commonwealth of Massachusetts and submitted for the review of the Engineer prior to the start of construction.

Stream diversions shall be conducted in such a manner as to minimize siltation and prevent contamination of the waterway.

Maximum screen sizes on the inlet side of all pumps shall not exceed 0.5 inch.

Recommended devices to control water at the site include, but are not limited to:

- Installation of precast concrete median barriers or blocks covered with sedimentation fabric and sandbags to reduce water infiltration.
- Sandbags dams or similar methods installed at the top of the excavation to provide temporary control of water.
- Portable cofferdam system comprised of steel frames covered by an impervious fabric membrane.
- Steel sheeting used as a temporary cofferdam.
- Temporary bypass pumps and pipes used as temporary water control of stormwater devices and fixtures.

The Contractor is advised that the effectiveness of the water control method used will vary based on the field conditions and the time at which the actual excavation work is being performed. The Engineer has the right to order the Contractor to stop all excavation operations when in his judgment the Contractor's water control operations are failing to produce adequate results or are posing a threat to the environment.

ITEM 991.1 (Continued)

The Contractor shall provide the means of removing all sediment from water pumped from the excavation areas; this shall include the use of sedimentation basins, check dams, sedimentation fences or tanks as directed in the Special Provisions under Sedimentation and Erosion Controls.

MEASUREMENT AND BASIS OF PAYMENT

Payment for Item 991.1 shall be paid for at the Contract unit bid price per Lump Sum, complete and accepted, which price shall include the design, tools, material, equipment, labor, planning, calculations, engineering, drawings, meetings, dewatering facilities or operations, transportation, and incidentals to perform the work as described above and as required by the Engineer.

Payment for Item 991.1 shall also include installing gravity bypass piping, cofferdams or other such temporary structures as necessary to perform and protect all excavation, create a safe and adequately dry environment to construct the proposed work, as well as properly conveying and releasing work area discharge outside of the work area.

This shall include construction, reconstruction, relocation, repair (if required) and removal of all temporary cofferdams, structures, barriers, turbidity curtains, sheeting or other such structures as necessary for performing excavation, protection of the work area from stream flow, or diversion of stream flows around the work areas. Also included in these items shall be the installation, removal and/or abandonment of all required bypass piping, which cost shall be considered incidental to Items 991.1.

There will be no measurement under this item. Payment of 75% of the lump sum bid price of this item will be made upon complete installation to the satisfaction and approval of the Engineer. The remaining 25% of the lump sum bid price of this Item will be paid following proper complete removal of all temporary water control measures from the site, as determined by the Engineer.

ITEM 992.33**TEMPORARY SUPPORT FOR UTILITIES****LUMP SUM**

The work to be performed under this Item shall consist of the procurement, fabrication, and installation of the gas main temporary support system as shown on the plans. This work includes the structural steel, foundations, anchors, and other miscellaneous hardware required to install the support temporary gas main.

MATERIALS

Wide Flange Shapes – ASTM A992, minimum yield strength of 50 ksi

Base plates and saddles - ASTM A36, minimum yield strength of 2=36 ksi

Concrete anchors – Hilti HDA undercut anchors or approved equal

SUBMITTAL

The Contractor shall submit design computations for the gas main temporary support to the Engineer for review and approval. The computations shall be prepared in accordance with the latest AASHTO LRFD Bridge Design Specifications, the 2024 MassDOT LRFD Bridge Design Manual, AISC "Manual Of Steel Construction", "Specification For Structural Steel Buildings And Bridges" (ANSI/AISC 360-10), And "Code Of Standard Practice For Steel Buildings And Bridges" (ANSI/AISC 303-10), and the Plans using English units. The temporary support shall be designed for self-weight and imposed loads. Design should include foundation design for support and should be designed in a manner to not adversely affect the existing utility. The design computations shall consider all Strength, Extreme Event and Service Limit States as are appropriate for each stage of fabrication, shipment, construction, and for the final in-service condition. Design computations and shop drawings shall be prepared and stamped by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts. The shop drawings shall be prepared and submitted in accordance with this section and the Plans.

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

METHODS

Contractor shall coordinate with Eversource during temporary support design and construction so the gas main can be installed in accordance with Eversource's standards and construction operations. Temporary support shall be designed so the gas main is oriented in the same manner as the bridge span.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

There will be no measurement under this item. Work under this item will be paid for at the contract unit price LUMP SUM, complete in place, which shall include all labor, materials, and equipment required to procure, fabricate, and install the utility support system.

ITEM 992.34**CONDUIT BANK TEMPORARY SUPPORT****LUMP SUM**

The work to be performed under this Item shall consist of the procurement, fabrication, installation, and removal of the conduit bank temporary support.

SUBMITTAL

The Contractor shall submit design computations for the conduit bank temporary support to the Engineer for review and approval. The computations shall be prepared in accordance with the latest AASHTO LRFD Bridge Design Specifications, the 2024 MassDOT LRFD Bridge Design Manual, and the Plans using English units. The temporary support shall be designed for self-weight and imposed loads. Design should include foundation design for support and should be designed in a manner to not adversely affect the existing utility. The design computations shall consider all Strength, Extreme Event and Service Limit States as are appropriate for each stage of fabrication, shipment, construction, and for the final in-service condition. Design computations and shop drawings shall be prepared and stamped by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts. The shop drawings shall be prepared and submitted in accordance with this section and the Plans.

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

METHODS

Contractor shall coordinate with Verizon during temporary support design and construction so the conduit bank can be installed in accordance with Verizon's standards and construction operations. Temporary support shall be designed so the conduit bank is oriented in the same manner as the in-place conduit bank.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

There will be no measurement under this item. Work under this item will be paid for at the contract unit price LUMP SUM, complete in place, which shall include all design, labor, materials, and equipment required to procure, fabricate, install, and remove the conduit bank temporary support system.

ITEM 995.01**BRIDGE STRUCTURE, BRIDGE NO. U-01-004****LUMP SUM**

Work under this item shall conform to the applicable provisions of Section 995 and the specified requirements stipulated below for component parts of this item. Where no specific requirement is identified for an item, the Standard Specifications shall apply, except for payment. Payment for all bridge components shall be included under the Lump Sum Price for this item, unless otherwise noted elsewhere as a separate item.

Work under this item shall include all materials, equipment, tools and labor to construct the following:

- Cast-in-place Concrete Pedestal Walls and Footings
- Cast-In-Place 48" RCP Headwall
- Cast-In-Place Retaining Wall
- Cast-In-Place Wingwalls
- Precast Approach Slab
- Precast Highway Guardrail Transitions
- Precast Three-Sided Rigid Frames
- Precast Headwalls
- All Reinforcement in Cast-In-Place Concrete Elements Above
- S3-TL4 Bridge Railing
- Permanent Utility Supports

Any item shown on the drawings, specified or implied and not specifically included for payment under another item shall be included for payment under this item. This work includes all labor, materials, and equipment necessary for, and incidental to, the completion of the structure in accordance with the schedule of items included hereinafter under "Basis of Payment."

PRECAST APPROACH SLAB**PRECAST HIGHWAY GUARDRAIL TRANSITIONS****PRECAST THREE-SIDED RIGID FRAMES****PRECAST HEADWALLS****A. General.**

The work under this Heading consists of fabricating, transporting and installing Bridge Structure, Bridge No. U-01-004 and includes all necessary labor, materials, and equipment to complete the work as shown on the Plans. The work shall conform with the MassDOT Standard, Supplemental, and Interim Specifications and the requirements of the current AASHTO LRFD Bridge Construction Specifications, supplemented by the current relevant provisions of the latest edition of PCI MNL-116 (The Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products), except as noted herein.

ITEM 995.01 (Continued)

QUALITY ASSURANCE

A.General.

Quality Assurance includes all the planned and systematic actions necessary to provide confidence that a product or facility will perform satisfactorily in service. It is an all-encompassing term that includes Quality Control (performed by the Fabricator). Quality Control is the system used by the Contractor and Fabricator to monitor and assess their production processes at the plant facility and installation activities at the project site to ensure that the final product will meet the specified level of quality.

B. Fabricator Quality Control.

Quality Control shall be performed by the Fabricator to ensure that the product is fabricated in conformance with the specifications herein. The Fabricator shall maintain a Quality Control system to monitor, assess, and adjust placement and fabrication processes to ensure the Precast Concrete Bridge Element(s) meet the specified level of quality, through sufficient Quality Control sampling, testing, inspection, and corrective action (where required). The Fabricator's Quality Control system shall address all key activities during the placement and fabrication and shall be performed in conformance with the Fabricator's NPCA or PCI Certification. Quality Control documentation shall meet the requirements of the *Fabricator Quality Control – Documentation* section below.

1. Plant.

Prior to the fabrication of Precast Concrete Bridge Elements, the Fabricator's precast concrete plant shall obtain the following:

- (a) Certification by the National Precast Concrete Association (NPCA) Plant Certification Program or Precast/Prestressed Concrete Institute (PCI) Plant Certification Program, for the applicable types of Precast Concrete Bridge Element(s) being fabricated
- (b) MassDOT Prequalification
- (c) MassDOT Mix Design Approval

All concrete for a given Precast Concrete Bridge Element shall be produced by a single company and plant, unless otherwise approved by the Engineer.

2. Personnel.

The Fabricator shall provide adequate training for all QC personnel in accordance with NPCA or PCI certification. There shall be sufficient personnel trained and certified to perform the tests listed under Subsection M4.02.13, Part D. At a minimum, the Fabricator's Quality Control Personnel shall maintain the following qualifications and certifications:

- (a) QC Manager with an active NETTCP Field Technician or ACI Concrete Field Testing Technician – Grade I certification or higher, and a minimum of 4 years continuous experience in the manufacture of Precast Concrete Bridge Elements for state transportation departments. The QC Manager shall be on site while the batch plant is producing and placing concrete for MassDOT projects.
- (b) A Technician/Inspector having the Precast/Prestressed Concrete Institute (PCI) Technician/Inspector Level I or NorthEast Transportation Training and Certification Program (NETTCP) Precast Concrete Inspector, or higher.

ITEM 995.01 (Continued)

The Contractor shall submit to the Engineer a copy of the Fabricator's Quality Control Personnel required qualifications, as specified above.

3. Laboratory.

The Fabricator shall provide a room of sufficient size to house all equipment and to adequately perform all testing. The room shall have either a separate moisture storage room or curing box for concrete cylinders, and it shall be thermostatically controlled to maintain temperatures consistent with AASHTO T 23. It shall include a desk and file cabinet for proper record keeping, and have good lighting and ventilation. This room shall be kept for testing and quality control and not used for any other purpose. An additional desk and file cabinet shall be provided for exclusive use of the Engineer. No exception from these requirements will be allowed without the express written permission of the Engineer.

4. Testing Equipment.

At a minimum, the Fabricator's plant facility shall have the following testing equipment:

- (a) Air Content Meter Type A or B: AASHTO T 152
- (b) Air Content Meter Volumetric Method: AASHTO T 196 (Required for Lightweight Concrete)
- (c) Slump Cone: AASHTO T 119
- (d) Cylinder Molds AASHTO M 205
- (e) Concrete Testing Machine: AASHTO T 22
- (f) Screening Sieve: AASHTO T 27, AASHTO T 11
- (g) Curing Box: AASHTO T 23
- (h) Spread Test Base Plate for Self-Consolidating Concrete (SCC): ASTM C1611
- (i) All other equipment prescribed by AASHTO and ASTM standards for the tests to be performed by the Fabricator as specified

5. Inspection.

Quality Control personnel shall monitor and inspect the fabrication of each Precast Concrete Bridge Element. Quality Control personnel shall report all inspection activities on Quality Control Inspection Reports and non-conformances on Non-Conformance Reports (NCRs) throughout the entire fabrication process, as specified herein.

6. Temperature Monitoring.

At a minimum, the Fabricator shall monitor, record, and report the temperatures of the form, ambient temperatures surrounding the concrete, and temperatures of the concrete continuously, without interruption as specified below:

- (a) Prior to placement of concrete to verify that $T_i \geq 50^\circ\text{F}$.
- (b) Immediately after placement to verify that $T_i \geq 50^\circ\text{F}$ is maintained.
- (c) Throughout the entire duration of the curing cycle, at regular intervals not to exceed one hour until 100% Design Strength (f'_c) is attained and concrete has cooled to within 40°F of the ambient temperature surrounding the Precast Concrete Bridge Element.

ITEM 995.01 (Continued)

At a minimum, the temperature measuring devices shall record and report the temperature of the concrete to the nearest 2°F. At least two temperature sensors (thermocouples) shall be positioned to record the maximum and minimum anticipated concrete temperatures. The anticipated minimum temperature shall be measured with one or more thermocouples at a distance no greater than 2 inches from the surface of the thinnest section. The anticipated maximum temperature shall be measured with one or more thermocouples at the center of the thickest section. Proposed temperature measurement locations shall be submitted to the Engineer for approval. Temperature recording devices shall be located within the curing enclosure and calibrated as required by PCI MNL-116 Section 4.18.4. Maximum heat increase and cool down rates shall comply with PCI MNL-116, Section 4.19. The Contractor shall furnish temperature logs recorded at a minimum frequency of once per hour to the Inspector as required, with each post-pour QC inspection report.

7. Sampling and Testing.

At a minimum, the Fabricator shall perform random Quality Control sampling and testing as specified in *Table 1: Quality Control Sampling and Testing*. The Fabricator shall perform additional Quality Control sampling and testing on concrete that has been retempered with admixtures or hold-back water during fabrication. Test Specimens shall conform to the requirements of Section M4.02.13 of the MassDOT Standard and Supplemental Specifications and AASHTO R 60, with the exception of the Stripping (80% f_c) set of cylinders. Stripping (80 % f_c) cylinders shall be cured in the same location and environment as the Precast Bridge Elements they represent. If approved by the Engineer, compressive strength cylinder match curing equipment, that maintains the same concrete conditions that the corresponding Precast Bridge Element is exposed to, may be utilized in lieu of Stripping (80 % f_c) field cured cylinders, with the use of thermocouples, controllers, and heaters.

ITEM 995.01 (Continued)**Table 1: Quality Control Sampling and Testing**

Quality Characteristic	Test Method	Sample Size	Specification Limit	Lot Size ^(c)	Sublot Size ^(d)	Frequency	Point of Sampling
Slump (in.) ^(a)	AASHTO T 119	Per AASHTO	≤ 8 in. or as approved by the Engineer	Total Quantity of Concrete (cy) produced on a Contract, per Type of Element fabricated, per Mix Design	20 cy	One (1) per Sublot or fraction thereof	Point of Discharge
Air Content (%)	AASHTO T 152	Per AASHTO	$5\% \leq \% \leq 8\%$				
Temperature (°F)	AASHTO T 309	Per AASHTO	$50^{\circ}\text{F} \leq ^{\circ}\text{F} \leq 90^{\circ}\text{F}$				
Compressive Strength (psi)	AASHTO T 22	Stripping Cylinders: One (1) set of Three (3) 4 x 8 in.	$\geq 80\% f'_c$ at Stripping				
		7-day Cylinders: One (1) set of Three (3) 4 x 8 in.	For Information at 7 days				
		28-day Cylinders: One (1) set of Three (3) 4 x 8 in.	$\geq 100\% f'_c$ at 28 days				
		56-day Cylinders: One (1) set of Three (3) 4 x 8 in.	$\geq 100\% f'_c$ at 56 days ^(b)				

Notes:

- (a) Self-consolidating concrete (SCC) shall meet the requirements of M4.02.17.
- (b) 56-day Compressive Strength test specimens shall require testing only when 28-day Compressive Strength test specimens have failed to meet Design Strength (f'_c).
- (c) Lot shall be defined as a specific quantity of material from a single source, produced or placed by the same controlled process.
- (d) Sublot shall be defined as an equal division or part of a Lot from which a sample of material is obtained in order to assess the Quality Characteristics of the Lot.

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8. Certificate of Compliance.

The Fabricator shall provide a Certificate of Compliance in accordance with Standard Specifications, Division I, Section 6.01, stating that QC test cylinders have achieved the design strength, f'_c . A Certificate of Compliance shall accompany each shipment and shall be presented to the Engineer or designee upon delivery to the site.

9. Documentation.

At a minimum, the Fabricator shall maintain a filing system for the following QC records and documentation. All QC records and documentation shall be made available to the Engineer upon request.

- (a) Current MassDOT Approved Mix Design Sheet(s) and Approval Letter(s)
- (b) PCI or NPCA Certification
- (c) Current Qualifications and Certifications for QC Manager(s) and QC Technician(s)
- (d) Most current set of Approved Shop Drawings
- (e) Approved Placement, Finishing and Curing Plan
- (f) Approved Dunnage Plan
- (g) Fabricator Certificate of Compliance for each fabricated Precast Concrete Bridge Element
- (h) Admixture Manufacturer's Certification of Compliance for each approved Admixture
- (i) Completed QC Inspection Report for each fabricated Precast Concrete Bridge Element
- (j) Identification Number for each fabricated Precast Concrete Bridge Element
- (k) Time and date of casting of each fabricated Precast Concrete Bridge Element
- (l) Date of stripping of each fabricated Precast Concrete Bridge Element
- (m) Batch Ticket Printout reporting the quantity of concrete produced for each batch of concrete produced
- (n) Concrete temperature records for each Precast Concrete Bridge Element fabricated
- (o) QC Test Report Forms for each subplot of concrete produced
- (p) Non-Conformance Reports (NCRs)
- (q) Documentation of Repairs (if applicable)

MATERIALS

A. Materials.

Materials shall meet the following specifications (if applicable):

General	M4.00.00
Portland Cement	M4.01.0
Blended Hydraulic Cements	M4.01.1
Fly Ash	M4.01.2
Cement Concrete	M4.02.00
Cement	M4.02.01
Cement Mortar	M4.02.15
Aggregates	M4.02.02
Lightweight Aggregates	M4.02.03
Water	M4.02.04
Cement Concrete Additives	M4.02.05
Proportioning	M4.02.06

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Mixing and Delivery	M4.02.10
Test Specimens	M4.02.13
Mortar for Filling Keyways	M4.04.0
Slag	AASHTO M 302
High Performance Cement Concrete	M4.06.1
Self-Consolidating Concrete (SCC)	M4.02.17
Controlled Density Fill – Non-Excavatable	M4.08.0
Reinforcing Bars	M8.01.0
Epoxy Coated Reinforcing Bars	M8.01.7
Galvanized Reinforcing Bars	M8.01.8
Welded Wire Reinforcement	M8.01.2
Mechanical Reinforcing Bar Splicer	M8.01.9
Lifting Devices	PCI MNL-116
Corrugated Metal Pipe	AASHTO M 36

1. Cement Concrete Mix Design.

The cement concrete shall be comprised of specified proportions of water and MassDOT approved aggregates, cement, supplementary cementitious materials (SCMs), and admixtures to form a homogenous composition. Cement concrete for Precast Concrete Bridge Elements shall meet the requirements of M4.06.1 High Performance Cement Concrete, with the exception that the “Total Cementitious Content” specified shall be considered the “Maximum Allowable Cementitious Content”. When used, self-consolidating concrete (SCC) shall meet the requirements of M4.02.17.

Prior to production of cement concrete, the Fabricator shall report and submit all proposed mix design formulations and its constituent materials onto the MassDOT Cement Concrete Mix Design Sheet to the MassDOT Research and Materials Section for review and approval. All mix design yields shall be designed for 1.0 cubic yards of concrete, with an allowable tolerance of +/- 1.0 %. All liquids incorporated into the proposed mix design(s) shall include both water and admixtures in the liquid mass calculation.

During production of cement concrete, the Fabricator shall not alter the previously approved mix design formulation or its constituent materials. Proposed alterations in source, type, batch quantity, or gradation to any of the constituent materials of the previously approved mix design formulation shall require a new MassDOT Mix Design Sheet submission to the MassDOT Research and materials Section for review and approval. Fabrication shall not occur without prior MassDOT mix design approval.

The Fabricator shall notify MassDOT RMS to schedule trial batch testing for the new mix design(s). Trial batch testing shall meet the following requirements:

- (a) Performed by a qualified laboratory and/or AASHTO accredited laboratory.
- (b) Performed and/or sampled in the presence of a MassDOT Inspector.
- (c) Meet the requirements as specified in *Table 3: Trial Batch Sampling Testing for New Mix Designs*. Self-consolidating concrete (SCC) shall meet M4.02.17.

Failure to perform all of the required trial batch testing or provide MassDOT RMS trial batch test results within the Specification Limits (as specified in Table 3) will result in the disqualification of the Fabricator’s proposed mix design(s).

ITEM 995.01 (Continued)**Table 3: Trial Batch Sampling and Testing for New Mix Designs**

Quality Characteristic	Test Method	Sample Size	Specification Limit	Performed By
Slump ^(a)	AASHTO T 119	Per AASHTO	Max. 8 inches or as approved by the Engineer	Quality Control
Air Content (AC)	AASHTO T 152	Per AASHTO	$5\% \leq AC \leq 8\%$	Quality Control
Temperature (°F)	AASHTO T 309	Per AASHTO	$50^{\circ}\text{F} \leq ^{\circ}\text{F} \leq 90^{\circ}\text{F}$	Quality Control
Compressive Strength ^(b)	AASHTO T 22 AASHTO T 23	28-day Cylinders: One (1) set of Three (3) 4 x 8 in.	Lab Mixed $f'_{cr} = 1.3 f'_c$ at 28 days Batch Mixed $f'_{cr} = 1.2 f'_c$ at 28 days	MassDOT
Alkali-Silica Reaction (ASR) ^(d)	ASTM C 1567	Per ASTM	M4.02.00	Quality Control
Resistance to Chloride Ion Penetration Chloride Ion Penetration ^(e)	AASHTO T 358 ^(f)	28-day Cylinders: One (1) set of Three (3) 4 x 8 in.	Resistivity $\geq 21 \text{ k}\Omega\text{-cm}$ at 28 days	MassDOT
Freeze/Thaw Durability ^(c)	AASHTO T 161 (Procedure A)	Per AASHTO	Relative Dynamic Modulus of Elasticity after 300 cycles $\geq 80\%$	Quality Control

Notes:

- (a) Self-consolidating concrete (SCC) shall meet the requirements of M4.02.17.
- (b) Trial batch compressive strength testing shall be performed by MassDOT. Laboratory mixed trial batch compressive strength results shall achieve 130% Design Strength (f'_c). Batch-mixed trial batch compressive results shall achieve 120% f'_c . Acceptance will be based on compressive strength testing performed by MassDOT.
- (c) If an AASHTO accredited laboratory is preparing the trial batch test specimens, MassDOT Acceptance presence is not required. If the Fabricator is preparing the trial batch test specimens, MassDOT Acceptance presence is required during trial batch test specimen preparation.
- (d) Alkali Silica Reaction (ASR) testing shall meet the requirements of M4.02.00. Independent laboratories performing ASR testing shall be listed on the MassDOT Quality Construction Materials List (QCML).
- (e) Calcium nitrite shall be removed from mix designs containing the admixture and replaced by an equivalent quantity of water when preparing Chloride Ion Penetration resistance trial batch test specimens.
- (f) The Wenner probe tip spacing “a” shall be 1.5.

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2. Vertical Adjustment Assembly.

Vertical Adjustment Assembly details and material requirements shall be as shown on the plans. Alternate devices may be used provided that they are adjustable and can support the anticipated loads. The design of the leveling devices, with necessary calculations, shall be submitted to the Engineer of Record for approval.

3. Grout.

Grout used for shear keys, vertical adjustment assembly voids, and hand holes shall be in accordance with M4.04.0.

4. Reinforcement.

All reinforcing steel shall be coated Grade 60 unless otherwise noted on the plans. Mechanical reinforcing bar splicers shall be epoxy coated.

5. Threaded Inserts.

Threaded inserts are permissible to facilitate forming the keyway pours. Threaded inserts shall be hot dip galvanized or made of stainless steel. The number of threaded inserts shall be minimized, and the inserts shall not come in contact with the reinforcing steel.

6. Corrugated Metal Pipe.

Corrugated Metal Pipe to be used for forming voids as specified on the plans shall be fabricated from steel and shall have a protective metallic coating of zinc (galvanizing).

CONSTRUCTION METHODS – PLANT FABRICATION

A. Shop Drawings.

Prior to performing any work under this Section, the Contractor shall receive approval for all shop drawings for the Precast Concrete Bridge Element being worked on and any special Contract requirements, provided that a complete shop drawing package is provided. The Contractor shall not order materials or begin work before receiving approved shop drawings. MassDOT will reject Precast Concrete Bridge Elements that deviate from the approved drawings or are fabricated prior to receiving written approval of the shop drawings. The Contractor shall bear full responsibility and costs for all materials ordered or work performed prior to the approval of the shop drawings or written authorization from MassDOT.

Contractor shall submit scaled shop drawings to the Engineer of Record for review and approval. Upon approval, the Engineer of Record will forward two (2) sets of scaled, full size (minimum 24x36”) paper copies of the Approved (or Approved As Noted) shop drawings to the MassDOT Director of Research and Materials. Calculations are not to be included in any submittal to the Research and Materials Section. An approval stamp shall appear on every shop drawing sheet. Wet-stamping or wet-signing is not required, provided that the stamp and reviewer name are legible. The Fabricator’s name and address shall appear on each sheet.

Resubmittal of “Approved as Noted” shop drawings is not necessary for minor revisions, provided that the correction can be clearly understood and is unambiguous without possibility of misinterpretation. Shop drawings with questions or comments that require a response and/or additional information from the Fabricator must be resubmitted.

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Detailed shop drawings shall be prepared in accordance with the relevant provisions of Subsection 5.02 and shall, at a minimum, contain the following:

- (a) Number and type and/or piece mark of the precast concrete bridge element including overall length, width and height.
- (b) Skew angle.
- (c) Location, size and geometry of all steel reinforcement, including mechanical reinforcing bar splicers to be used for connecting Precast Concrete Bridge Elements together in the field.
- (d) Location and details of all inserts, anchors, Vertical Adjustment Assemblies, and any other items required to be cast into the Precast Concrete Bridge Elements (whether detailed on the plans by the Engineer of Record or provided for the Contractor's convenience). Precast Concrete Bridge Elements shall not be fired or drilled into for attachment purposes. All hardware shall be galvanized except as noted.
- (e) Locations and details of the lifting devices, including supporting calculations, type and amount of any additional reinforcing required for lifting. The Fabricator shall design all lifting devices based on the no cracking criteria in Chapter 8 of the PCI Design Handbook (7th edition).
- (f) The minimum compressive strength required prior to handling the precast concrete bridge element.

The shop drawings shall not include procedures for placement, finishing, and curing of concrete. These details shall be included in the Placement, Finishing and Curing Plan that is to be submitted to MassDOT Research and Materials Section as described under *Placement, Finishing, and Curing Plan*.

B. Fabrication.

All Precast Concrete Bridge Elements shall be fabricated in accordance with the latest edition of PCI MNL-116 as modified herein.

C. Placement, Finishing and Curing Plan.

At least 30 days prior to start of fabrication, the Contractor shall submit the Fabricator's proposed Placement, Finishing and Curing Plan to the Engineer for approval by MassDOT Research and Materials Section. This shall be an independent submittal, separate from the fabrication shop drawings. The Placement, Finishing and Curing Plan shall include the following:

- (a) Method of Mixing
- (b) Method of Placement
- (c) Method of Consolidation
- (d) Method of Finishing
- (e) Method of Initial Curing
- (f) Method of Intermediate Curing
- (g) Method of Final Curing
- (h) Moisture Retention Materials and Equipment (water spray equipment, saturated covers, sheet materials, liquid membrane-forming compounds, accelerated curing equipment, etc.)
- (i) Cylinder Curing Methods, Location, and Environmental Control (temperature, humidity, etc.)
- (j) Temperature Monitoring, Recording, and Reporting

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D. Dunnage Plan Shop Drawings.

At least 30 days prior to the start of fabrication, the Contractor shall submit proposed Dunnage Plan Shop Drawings to the Engineer of Record for review and approval. This shall be an independent submittal, separate from the fabrication shop drawings. Upon approval, the Engineer of Record will forward two (2) sets of scaled, full size (minimum 24"x36") paper copies of the Approved (or Approved As Noted) Dunnage Plan to the MassDOT Director of Research and Materials. Calculations are not to be included in any submittal to the Research and Materials Section. The Dunnage Plan shall include the following:

- (a) Proposed layout of the Precast Concrete Bridge Elements for storage in yard and during shipping
- (b) Support and blocking point locations
- (c) Support and blocking materials

E. Three-Sided Frames.

The Contractor shall submit design computations for the rigid frame to the Engineer for review and approval. The computations shall be prepared in accordance with the latest AASHTO LRFD Bridge Design Specifications, the 2013 MassDOT LRFD Bridge Design Manual, and the Plans using English units and HL-93 live loading. The design computations shall consider all Strength, Extreme Event and Service Limit States as are appropriate for each stage of fabrication, shipment, construction, and for the final in-service condition. Design computations and shop drawings shall be prepared and stamped by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts. The shop drawings shall be prepared and submitted in accordance with the section, Drawings, above.

The frame dimensions provided on the plans are shown to establish the size of the proposed opening. The width and thickness of each frame unit may vary depending upon the manufacturer's specifications provided that the opening size is maintained. The Contractor shall be responsible for modifying the dimensions of the frame bridge elements to compensate for elastic shortening, shrinkage, grade corrections, and other phenomena that make in-process fabricating dimensions different from those shown on the drawings. Approval of the shop drawings shall not relieve the Contractor from responsibility for the correctness of the dimensions shown.

1. Joints.

The precast reinforced concrete three-sided frame shall be produced with grout-filled keyways per the details on the plans, the manufacturer's recommendations, and as approved by the Engineer. The ends shall be manufactured such that when the sections are laid together they will make a continuous line of frames with a smooth interior surface free of appreciable irregularities, and in compliance with the permissible variations.

2. Marking.

The following information shall be clearly marked on the interior of each frame by indentation, waterproof paint, or other approved means:

- (a) Frame span and rise
- (b) Date of manufacture and lot number
- (c) Name and trademark of the manufacturer

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F. Pre-Production Meeting.

The Contractor shall notify the MassDOT Research and Materials Section to determine if a pre-production meeting will be required to review the specification, shop drawings, curing plan, schedule, and discuss any specific requirements. The meeting shall be held prior to scheduling a MassDOT Inspector (refer to Section *Quality Assurance – Precast Concrete, C. Acceptance, A. Inspection*), and at least seven (7) days prior to the scheduled casting of any Precast Concrete Bridge Element or control section. The Contractor shall schedule the meeting, which shall include representatives of the Fabricator and MassDOT.

G. Reinforcement.

The reinforcing bars shall be installed in accordance with Section 901.62 of the Supplemental Specifications, including tolerances for cover and horizontal spacing of bars. Components of mechanical reinforcing bar splicers shall be set with the tolerances shown on the plans. The reinforcing bars and mechanical reinforcing bar splicers shall be assembled into a rigid cage that will maintain its shape in the form and which will not allow individual reinforcing bars to move during the placement of concrete. This cage shall be secured in the form so that the clearances to all faces of the concrete, as shown on the plans, shall be maintained.

Where reinforcing bars are to protrude from one Precast Concrete Bridge Element in order to mate with reinforcing bar splicers in a second precast concrete element, the fabricator shall set the reinforcing bars and the reinforcing bar splicers with a template in order to ensure proper fit up within the tolerances specified on the plans.

H. Tolerances.

Fabrication shall comply with tolerances specified on the plans. Tolerances for steel reinforcement placement shall be in accordance with 901.62. In the absence of specifications on the plans, tolerances shall comply with the latest version of the PCI MNL 135, Precast Tolerance Manual.

I. Forms.

Concrete shall be cast in rigidly constructed forms, which will maintain the Precast Concrete Bridge Elements within specified tolerances to the shapes, lines and dimensions shown on the approved fabrication drawings. Forms shall be constructed from flat, smooth, non-absorbent material and shall be sufficiently tight to prevent the leakage of the plastic concrete. When wood forms are used, all faces in contact with the concrete shall be laminated or coated with a non-absorbent material. All worn or damaged forms, which cause irregularities on the concrete surface or damage to the concrete during form removal, shall be repaired or replaced before being reused. Any defects or damage of more than “Category 2, Minor Defects” made to the concrete, due to form work, stripping or handling, shall be subject to repair or rejection, as defined in the *Repairs and Replacement* section. If threaded inserts are cast into the elements for support of formwork, the inserts shall be recessed a minimum of 1 inch and shall be plugged after use with a grout of the same color as that of the precast cement concrete.

J. Mixing of Concrete.

The concrete shall be proportioned and mixed in conformance with the Fabricator’s MassDOT approved mix design and M4.02.10 Mixing and Delivery Fabrication shall not occur without prior MassDOT mix design approval. The Fabricator shall provide copies of batch tickets to the MassDOT Plant Inspector. The MassDOT Plant Inspector will verify if the batch ticket quantities are within the tolerances of the Fabricator’s MassDOT approved mix design.

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K. Placement of Concrete.

Prior to the placement of concrete, the temperature of the forms shall be greater than or equal to 50°F. Quality Control inspection shall be performed by the Fabricator as specified in the *Fabricator Quality Control* section. Placement of the concrete shall not proceed until the MassDOT Plant Inspector is present to perform inspection and begin monitoring Fabricator Quality Control inspection activities, and is in compliance with specifications. The MassDOT Plant Inspector shall inspect and accept the placement of the reinforcing steel prior to the placement of concrete into the forms. The Fabricator shall verify all materials and equipment required for protecting and curing the concrete are readily available and meet the requirements of the *Final Curing Methods* section below. All items encased in the concrete shall be accurately placed in the position shown on the Plans and firmly held during the placing and setting of the concrete. Clearance from the forms shall be maintained by supports, spacers, or hangers and shall be of approved shape and dimension.

During placement, the concrete shall maintain a concrete temperature range between 50°F and 90°F. The Fabricator shall minimize the time to concrete placement (measured from start of mixing to completion of placement). In no event shall time to placement exceed 90 minutes. The Fabricator shall perform additional Quality Control sampling and testing on concrete that has been retempered with admixtures or hold-back water during the placement of the concrete as specified in the *Fabricator Quality Control* section above. Delays or shutdowns of over 30 minutes shall not be allowed during the continuous filling of individual forms.

L. Consolidation of Concrete.

Suitable means shall be used for placing concrete to prevent segregation or displacement of reinforcing steel or forms. The concrete shall be thoroughly consolidated by external or internal vibrators or a combination of both. Vibrators shall not be used to move concrete within the forms. Vibrators shall be used as specified in 901.63C and as directed by the Engineer. Concrete shall be placed and consolidated in a way that minimizes the presence of surface voids or bug holes on the formed surfaces. When used, self-consolidating concrete (SCC) shall meet the requirements of M4.02.17.

M. Finishing of Concrete.

The finish of the Precast Concrete Bridge Elements shall be as indicated on the plans. Where Precast Concrete Bridge Elements have keyways for grout or closure pours, the surfaces of these shear keys shall be abrasive blasted prior to shipment. The Fabricator may utilize a surface retarder with water blast, sandblast, or a combination of both to achieve the desired keyway finish. At a minimum, the profile of the keyway surfaces shall be similar to that of 60 grit sand paper. The exposed reinforcing steel in the precast slab shall be protected from damage during the cleaning of the keyways. Damaged epoxy coating of steel reinforcement shall be repaired, and the reinforcing steel shall be cleaned as directed by the Engineer.

The Fabricator shall permanently mark each precast concrete bridge element with its type and/or piece mark, date of casting, and supplier identification either by stamp markings in fresh concrete, waterproof paint, or other approved means on a surface that will not be exposed after assembly.

N. Exposed Surfaces of Precast Concrete Bridge Elements.

As soon as conditions permit, before the concrete has fully hardened, all dirt, laitance, and loose aggregate shall be removed from the exposed concrete surfaces. Contractor shall not allow foot traffic on the uncured concrete until it has reached sufficient strength to prevent damage.

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O. Exposed Surfaces of Closure Pour Shear Keys.

The closure pour shear key cast in the sides of the beam flanges shall have an exposed aggregate finish. The closure pour reinforcing steel and its coating shall not be damaged by the process for creating the exposed aggregate surface. Fabricator may utilize a surface retarder with water blast, abrasive blast, or a combination of both to achieve the desired shear key finish. The abrasive blast shall use oil free compressed air. The profile of the shear key surfaces shall be similar to that of 60 grit sand paper.

P. Initial Curing Methods.

After the placement of concrete and prior to concrete finishing, the Fabricator shall initiate initial curing methods when the concrete surface begins to dry, to reduce moisture loss from the surface. Application of one or more of the following initial curing methods shall occur immediately after the bleed water sheen has disappeared.

1. Fogging.

Fogging nozzles shall atomize water into a fog-like mist. The fog spray shall be directed and remain visibly suspended above the concrete surface, to increase the humidity of the air and reduce the rate of evaporation. Water from fogging shall not be worked into the surface during finishing operations and shall be removed or allowed to evaporate prior to finishing.

2. Liquid-applied Evaporation Reducers

Evaporation reducers shall be sprayed onto the freshly placed concrete surface to produce an effective monomolecular film that reduces the risk of plastic-shrinkage cracking and rate of evaporation of the bleed water from the concrete surface. Evaporation reducers shall be applied in accordance with manufacturer's recommendations.

Q. Intermediate Curing Methods.

The Fabricator shall initiate intermediate curing methods if concrete finishing has taken place prior to the concrete reaching final set. The freshly finished concrete surface shall be protected from moisture loss, by the continuation of initial curing methods (fogging and evaporation reducers) until final curing methods are applied or by the use of liquid membrane-forming curing compounds (see *Liquid Membrane-Forming Compounds for Curing* section).

R. Final Curing Methods.

The Fabricator shall initiate and apply final curing methods to the concrete immediately after the following conditions are met:

- (a) Completion of concrete finishing
- (b) Final set of concrete
- (c) Concrete has hardened sufficiently enough to prevent surface damage

During fabrication of Precast Concrete Bridge Elements, the Fabricator shall maintain the required concrete temperature ranges throughout the entire duration of the final curing method cycle as specified herein. Controlled and gradual termination of the final curing method shall occur after all specified conditions are met. The concrete temperature shall be reduced at a rate not to exceed 36°F per hour until the concrete temperature is within 20°F of the ambient temperature outside of the final curing method enclosure. The Fabricator shall maintain a minimum concrete temperature of 40°F until 100% f'c is attained (see *Handling and Storage* section below).

ITEM 995.01 (Continued)

1. Water Spray Curing.

All exposed concrete surfaces shall remain moist with a continuous fine spray of water throughout the entire duration of the final curing method cycle (see *Table 4: Final Curing Method Cycle for Water Spray*).

Table 4: Final Curing Method Cycle for Water Spray

Sustained Concrete Temperature	Final Curing Method Cycle Duration	Compressive Strength
50°F ≤ °F ≤ 90°F	≥ Five (5) days	≥ 80% f _c

2. Saturated Covers for Curing.

All exposed concrete surfaces shall remain moist with a continuous application of saturated covers throughout the entire duration of the final curing method cycle (see *Table 5: Final Curing Method Cycle for Saturated Covers*). Saturated covers shall be allowed to dry thoroughly before removal to provide uniform, slow drying of the concrete surface.

Table 5: Final Curing Method Cycle for Saturated Covers

Sustained Concrete Temperature	Final Curing Method Cycle Duration	Compressive Strength
50°F ≤ °F ≤ 90°F	≥ Three (3) days	≥ 80% f _c

Saturated covers, such as burlap, cotton mats, and other coverings of absorbent materials shall meet the requirements of AASHTO M 182, Class 3. Saturated covers shall be in good condition, free from holes, tears, or other defects that would render it unsuitable for curing concrete. Saturated covers shall be dried to prevent mildew when storing. Prior to application, saturated covers shall be thoroughly rinsed in water and free of harmful substances that are deleterious or cause discoloration to the concrete. Saturated covers shall have sufficient thickness and proper positioning onto the concrete surface to maximize moisture retention.

Saturated covers shall contain a sufficient amount of moisture to prevent moisture loss from the surface of the concrete. Saturated covers shall be kept continuously moist so that a film of water remains on the concrete surface throughout the entire duration of the final curing method cycle. The Fabricator shall not permit the saturated covers to dry and absorb water from the concrete. Use of polyethylene film (see *Polyethylene Film* section) may be applied over the saturated cover to potentially decrease the need for continuous watering.

3. Sheet Materials for Curing.

All exposed concrete surfaces shall remain moist with a continuous application of curing sheet materials throughout the entire duration of the final curing method cycle (see *Table 6: Final Curing Method Cycle for Curing Sheet Materials*).

ITEM 995.01 (Continued)**Table 6: Final Curing Method Cycle for Sheet Materials**

Sustained Concrete Temperature	Final Curing Method Cycle Duration	Compressive Strength
$50^{\circ}\text{F} \leq ^{\circ}\text{F} \leq 90^{\circ}\text{F}$	$\geq$ Three (3) days	$\geq 80\% f'_c$

Sheet Materials used for curing, such as polyethylene film, white burlap-polyethylene sheeting, and reinforced paper shall meet the requirements of ASTM C171 and the specifications herein. Sheet materials shall inhibit moisture loss and reduce temperature rise in concrete exposed to radiation from the sun during the final curing method cycle. Adjoining covers shall overlap not less than 12 inches. All edges of the covers shall be secured to maintain a moist environment.

(a) Polyethylene Film.

Polyethylene film shall meet the requirements of ASTM C171, consist of a single sheet manufactured from polyethylene resins, be free of visible defects, and have a uniform appearance. Careful considerations shall be taken by the Fabricator to prevent the film from tearing during storage and application, so as to not disrupt the continuity of the film (polyethylene film reinforced with glass or other fibers is more durable and less likely to be torn). The Fabricator shall monitor the application of the film to prevent uneven spots from appearing (mottling) on the concrete surface, due to variations in temperature, moisture content, or both. The Fabricator shall prevent mottling from occurring on the concrete surface by applying additional water under the film or applying a combination of polyethylene film bonded to absorbent fabric to the concrete surface to retain and evenly distribute the moisture.

Immediately following final finishing, polyethylene film shall be placed over the surface of the fresh concrete surface, so as to not damage the surface of the concrete and shall be placed and weighted so that it remains in contact with the concrete throughout the entire duration of the final curing method cycle. The film shall extend beyond the edges of the concrete surface. The film shall be placed flat on the concrete surface, avoiding wrinkles, to minimize mottling. Edges of adjacent polyethylene film shall overlap a minimum of 6 inches and be tightly sealed with the use of sand, wood planks, pressure-sensitive tape, mastic, or glue to maintain close contact with the concrete surface, retain moisture, and prevent the formation of air pockets throughout the entire duration of the final curing method cycle.

(b) White Burlap-Polyethylene Sheeting

White burlap-polyethylene sheeting shall meet the requirements of ASTM C171, be securely bonded to the burlap so to avoid separation of the materials during handling and curing of the concrete, and be applied in the same manner as the polyethylene film.

(c) Reinforced Impervious Paper.

Reinforced impervious paper shall meet the requirements of ASTM C171, consist of two sheets of kraft paper cemented together with a bituminous adhesive and reinforced with embedded cords or strands of fiber running in both directions, and be white in color. Reinforced impervious paper shall be treated to prevent tearing when wetted and dried.

Reinforced impervious paper can be reused so long as it is effective in retaining moisture on the concrete surface. The Fabricator shall visually inspect the reinforced impervious paper for all holes, tears, and pin holes from deterioration of the paper through repeated use by holding the paper up to the light. The paper shall be discarded and prohibited from use when the moisture is no longer retained.

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After the concrete has hardened sufficiently to prevent surface damage, the concrete surface shall be thoroughly wetted prior to the application of the reinforced impervious paper, and be applied in the same manner as the polyethylene film.

4. Liquid Membrane-Forming Compounds for Curing.

All exposed concrete surfaces shall remain moist with a continuous application of liquid membrane-forming compounds throughout the entire duration of the final curing method cycle (see *Table 7: Final Curing Method Cycle for Liquid Membrane-Forming Compounds*).

Table 7: Final Curing Method Cycle for Liquid Membrane-Forming Compounds

Sustained Concrete Temperature	Final Curing Method Cycle Duration	Compressive Strength
50°F ≤ °F ≤ 90°F	≥ Seven (7) days	≥ 80% f _c

Liquid membrane-forming compounds shall meet the requirements of ASTM C 1315, Type I, Class A and shall exhibit specific properties, such as alkali resistance, acid resistance, adhesion-promoting quality, and resistance to degradation by ultraviolet light, in addition to moisture-retention capabilities. Liquid membrane-forming compounds shall consist of waxes, resins, chlorinated rubber, or other materials to reduce evaporation of moisture from concrete. Liquid membrane-forming compounds shall be applied in accordance with the manufacturer's recommendations.

Liquid membrane-forming compounds shall be applied immediately after the disappearance of the surface water sheen following final finishing. All exposed surfaces shall be wetted immediately after form removal and kept moist to prevent absorption of the compound, allowing the curing membrane to remain on the concrete surface for proper membrane moisture retention. The concrete shall reach a uniformly damp appearance with no free water on the surface prior to the application of the compound.

If patching or finishing repairs are to be performed prior to the application of the compound, the Precast Concrete Bridge Element shall be covered temporarily with saturated covers until the repairs are completed and the compound is applied. Only areas being repaired shall be uncovered during this period. While the saturated covers are removed to facilitate the patching process, the work shall continue uninterrupted. If for any reason the work is interrupted, saturated covers shall be placed onto the uncovered concrete surface, until the work continues and is completed, at which time the curing compound shall be applied to the repaired area.

Careful considerations shall be made by the Fabricator to determine if the evaporation rate is exceeding the rate of bleeding, thus causing the surface to appear dry even though bleeding is still occurring. Under such conditions, the application of liquid membrane-forming compounds to the concrete surface shall be delayed, in order to prevent bleed water from being sealed below the concrete surface and avert map cracking of the membrane films, reduction in moisture-retention capability, and reapplication of the compound. To diagnose and prevent this condition, the Fabricator shall place a transparent plastic sheet over a test area of the uncured and unfinished concrete surface and shall determine if any bleed water accumulates under the plastic.

The compound shall be applied in two applications at right angles to each other to ensure uniform and more complete coverage. On very deeply textured surfaces, the surface area to be treated shall be at least twice the surface area of a troweled or floated surface. In such cases, two separate applications may be needed, each at 200 ft²/gal., with the first being allowed to become tacky before the second is applied.

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The curing compound shall be applied by power sprayer, using appropriate wands and nozzles with pressures between 25 and 100 psi. For very small areas such as repairs, the compound shall be applied with a wide, soft-bristled brush or paint roller. The compound shall be stirred or agitated before use and applied uniformly in accordance with the manufacturer's recommended rate. The Fabricator shall verify the application rates are in accordance with the manufacturer's recommended rate.

When the concrete surface is to receive paint, finishes, or toppings that require positive bond to the concrete, it is critical that the curing procedures and subsequent coatings, finishes, or toppings be compatible to achieve the necessary bond.

After the termination of the final curing method cycle has occurred, liquid membrane-forming compounds shall be removed by blast-cleaning from any concrete surface that is to receive paint, finishes, plastic concrete from secondary pour, grout, or any other toppings that require bonding to the concrete surface. These surfaces shall be further blast-cleaned to remove the cement matrix down to exposed aggregate to ensure proper bonding to the material. The method used to remove the curing compound shall not damage the reinforcement and coating. Compounds are prohibited on any concrete surface that will have a penetrating or coating type treatment such as a sealer, stain, or waterproofing membrane applied to it.

5. Accelerated Curing.

Accelerated curing shall use live steam or radiant heat with moisture in accordance with PCI MNL-116 as modified herein. The concrete temperature shall meet the maximum heat increase and cool down rates as specified herein. Concrete temperature monitoring shall meet the requirements of the *Temperature Monitoring* section. Excessive and fluctuating rates of heating and cooling shall be prohibited. The concrete temperature shall not exceed 158°F at any time. The Fabricator shall meet the following accelerated curing sequencing and requirements.

(a) Initial Delay Period.

The initial delay period shall be defined as the duration immediately following the placement of the concrete and the attainment of initial set of the concrete. The Fabricator shall determine the time of initial set in accordance with AASHTO T 197 specifications. Throughout the entire duration of the preset period, initial curing shall be implemented. The temperature increase period (see *Temperature Increase Period* section) shall not occur until initial set of the concrete is attained. During the initial delay period, the concrete temperature shall meet the following requirements:

- i. Concrete temperature rate of increase shall not exceed 10°F per hour.
- ii. Total concrete temperature increase shall not exceed 40°F higher than the placement concrete temperature or 100°F, whichever is less

(b) Temperature Increase Period.

The temperature increase period shall be defined as the duration immediately following the completion of the initial delay period (after initial set) and immediately prior to the start of the constant maximum temperature period. Application of steam to the enclosure shall not occur until the initial delay period is complete. After the initial delay period is complete, all exposed concrete surfaces shall be cured in a moist environment where the concrete temperature increases at a rate not to exceed 36°F per hour.

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(c) Constant Maximum Temperature Period.

The constant maximum temperature period shall be defined as the duration immediately following the completion of the temperature increase period and immediately prior to the start of the temperature decrease period. After the temperature increase period is complete, all exposed concrete surfaces shall be cured in a moist environment at a controlled and constant elevated temperature throughout the entire duration of the constant maximum temperature period. Termination of the constant maximum temperature period and the start of the termination decrease period shall occur after all specified conditions are met (see *Table 8: Constant Maximum Temperature Period*).

Table 8: Constant Maximum Temperature Period

Sustained Concrete Temperature	Constant Maximum Temperature Period	Compressive Strength
$120^{\circ}\text{F} \leq ^{\circ}\text{F} \leq 158^{\circ}\text{F}$	$6 \text{ hrs} \leq \text{Time} \leq 48 \text{ hrs}$	$\geq 80\% f'_c$

(d) Temperature Decrease Period.

After the constant maximum temperature period is complete, the concrete temperature shall be cured in a moist environment at a controlled and reduced rate not to exceed 36°F per hour until the concrete temperature is within 20°F of the ambient temperature outside of the curing enclosure.

S. Stripping.

The Fabricator shall not strip forms or handle the Precast Concrete Bridge Element until Quality Control compressive strength cylinders attain a minimum compressive strength of 80% Design Strength (f'_c) or the value indicated on the approved drawings has been achieved. After removal from the form, all exposed concrete surfaces shall continue to be cured in conformance with the *Final Curing Methods* sections until completion.

T. Handling and Storage of Precast Concrete Bridge Elements.

Precast Concrete Bridge Elements may be exposed to temperatures below freezing (32°F) when the chosen curing cycle has been completed, provided that the following conditions are met:

- (a) Precast Concrete Bridge Elements are protected from precipitation with polyethylene curing covers until $100\% f'_c$ is attained
- (b) Precast Concrete Bridge Elements maintain a minimum concrete temperature of 40°F until $100\% f'_c$ is attained

Precast Concrete Bridge Elements damaged during handling and storage will be repaired or replaced at MassDOT's direction at no cost to MassDOT. Precast Concrete Bridge Elements shall be lifted at the designated points by approved lifting devices embedded in the concrete and in accordance with proper lifting and handling procedures. Storage areas shall be smooth and well compacted to prevent damage due to differential settlement. Precast Concrete Bridge Elements shall be supported on the ground by means of continuous blocking, in accordance with the approved dunnage plan.

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Precast Concrete Bridge Elements shall be loaded on a trailer with blocking as described above, in accordance with the approved dunnage plan. Shock-absorbing cushioning material shall be used at all bearing points during transportation of the Precast Concrete Bridge Elements. Blocking shall be provided at all locations of tie-down straps. Precast Concrete Bridge Elements stored prior to shipment shall be inspected by the Contractor prior to being delivered to the site to identify damage that would be cause for repair or rejection.

U. Repairs and Replacement.

In the event defects are identified, they shall be classified in the following categories and a non-conformance report (NCR) shall be filed if required. The NCR shall be submitted to MassDOT for review. Defects in all categories shall be documented by plant Quality Control personnel and made available to MassDOT upon request. Any required repairs shall utilize materials listed on the MassDOT QCML.

Where noted, defects shall be repaired according to the PCI Northeast Region Guidelines for Resolution of Non-Conformances in Precast Concrete Bridge Elements, Report Number PCINE-18-RNPCBE. Please note that reference to PCINE-18-RNPCBE is made for repair details only. In the case of conflicts with this Special Provision, this Special Provision shall govern.

1. Category 1, Surface Defects.

Category 1 defects do not need to be repaired, and an NCR does not need to be filed. Surface defects are defined as the following:

- (a) Surface voids or bug holes that are less than 5/8-inch in diameter and less than 1/4-inch deep, except when classified as Category 4
- (b) Cracks less than or equal to 0.006 inches wide
- (c) Cracks less than or equal to 0.125 inches wide on surfaces that will receive a field-cast concrete overlay

2. Category 2, Minor Defects.

Category 2 defects shall be repaired, but an NCR does not need to be filed. Minor defects are defined as the following:

- (a) Spalls, honeycombing, surface voids that are less than 2 inches deep and have no dimension greater than 12 inches
- (b) Cracks less than or equal to 0.016 inches that will not receive a concrete overlay
- (c) Broken or spalled corners that will be covered by field-cast concrete

Minor defects shall be repaired according to PCINE-18-RNPCBE. Cracks shall be sealed according to the PCI Repair Procedure #14 in PCINE-18-RNPCBE.

3. Category 3, Major Defects.

For Category 3 defects, the Fabricator shall prepare an NCR that documents the defect and describes the proposed repair procedure. The NCR shall be submitted to MassDOT for approval prior to performing the repair. Major defects are defined as the following:

- (a) Spalls, honeycombing and surface voids that are deeper than 2 inches or have any dimension greater than 12 inches, when measured along a straight line
- (b) Concentrated area of defects consisting of four or more Category 2 Defects within a 4-square foot area.
- (c) Exposed reinforcing steel

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- (d) Cracks greater than 0.016 inches and less than or equal to 0.060 inches in width that will not receive a concrete overlay
- (e) Bearing area spalls with dimensions not exceeding 3 inches
- (f) Cracks, spalls and honeycombing that will be encased in cast in place concrete need not be repaired, but the limits and location of the defects shall be documented with an NCR

Upon MassDOT approval, defects and cracks shall be repaired according to PCINE-18-RNPCBE and this specification. All repairs shall be completed at the expense of the Contractor.

4. Category 4, Rejectable Defects.

Rejectable defects as determined by the MassDOT Inspector, RMS, and Engineer may be cause for rejection. Fabricator may submit an NCR with a proposed repair procedure, requesting approval. Some rejectable defects are defined as the following:

- (a) Surface defects on more than 5% of the surface area which will be exposed to view after installation
- (b) Minor defects that in total make up more than 5% of the surface area of the unit
- (c) Cracks greater than 0.060 inches in width except as noted in Category 1
- (d) Elements fabricated outside of the specified tolerances
- (e) MassDOT compressive strength testing that does not meet the specified Design Strength, f'_c

V. Loading.

Prior to the Fabricator loading the Precast Bridge Element on to the truck for shipping, the Fabricator shall provide the MassDOT Plant Inspector and RMS a minimum seven (7) days' notice of the Fabricator's intent to load the Precast Bridge Element. Inspection by the MassDOT Plant Inspector shall take place while the element is still on dunnage in the yard. The element shall not be loaded onto the truck until the MassDOT Plant Inspector has performed the inspection.

W. Shipping.

Prior to shipment, the Fabricator shall perform the following actions and provide the required documentation to the MassDOT Plant Inspector:

- (a) Precast Concrete Bridge Elements shall remain at the Fabricator's plant for a minimum of 7 days after cast date.
- (b) QC Inspection Reports shall be signed by the Quality Control Manager and provided to the MassDOT Plant Inspector.
- (c) QC Compressive Strength Test Report Forms attaining Design Strength, f'_c for the Precast Concrete Bridge Element's representative Sublot shall be generated by the Fabricator and provided to the MassDOT Plant Inspector.
- (d) Certificate of Compliance shall be generated by the Fabricator as described under the Fabricator Quality Control section and provided to the MassDOT Plant Inspector.
- (e) All MassDOT RMS approved Corrective Actions submitted on the Non-Conformance Reports (NCR), shall be verified to have been completed by the MassDOT Plant Inspector and Quality Control Manager.
- (f) All NCRs shall be signed off by the Quality Control Manager, MassDOT Inspector and MassDOT RMS.

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X. Delivery.

Upon Delivery, the following documentation shall be provided to the MassDOT Resident Engineer or designee:

- (a) QC Compressive Strength Test Report Forms attaining Design Strength, f'_c for the Precast Concrete Bridge Element's representative subplot.
- (b) Certificate of Compliance generated by the Fabricator as described under the Fabricator Quality Control section.
- (c) QC Inspection Reports signed by the Quality Control Manager.

The Contractor shall inspect Precast Concrete Bridge Elements upon receipt at the site. Precast Concrete Bridge Elements damaged during delivery shall be repaired or replaced at MassDOT's direction at no cost to MassDOT.

CONSTRUCTION METHODS – FIELD CONSTRUCTION

A. General.

All of the Contractor's field personnel involved in the erection and assembly of the Precast Concrete Bridge Elements shall have knowledge of and follow the approved Erection Procedure and Quality Control Plan for Precast Concrete Bridge Element Assembly.

Prior to installation, the following documentation shall be reviewed and confirmed by the MassDOT Resident Engineer or designee:

- (a) QC Compressive Strength Test Report Forms attaining Design Strength, f'_c for the Precast Concrete Bridge Element's representative subplot.
- (b) Certificate of Compliance generated by the Fabricator as described under the Fabricator Quality Control section.
- (c) QC Inspection Reports signed by the Quality Control Manager.

Field construction staff shall verify that the Resident Engineer has accepted all Precast Concrete Bridge Elements prior to installation.

B. Erection Procedure and Quality Control Plan for Precast Concrete Bridge Element Assembly.

Prior to the erection, the Contractor shall submit an Erection Procedure and a Quality Control Plan for Precast Concrete Bridge Element Assembly for approval by the Engineer. This submittal shall include computations and drawings for the transport, hoisting, erection and handling of the Precast Concrete Bridge Elements. The Erection Procedure and Quality Control Plan for Precast Concrete Bridge Element Assembly shall be prepared and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts with working knowledge of the Contractor's equipment, approved shop drawings, and materials to build the bridge. The Erection Procedure and Quality Control Plan for Precast Concrete Bridge Element Assembly shall, at a minimum, include the following:

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1. Erection Procedure

The Erection Procedure shall be prepared to conform to the requirements of 960.61, Erection and the applicable sections in Chapter 8 of the PCI Design Handbook (seventh edition) for handling, erection, and bracing requirements. At a minimum, the Erection Procedure shall provide:

- (a) Minimum concrete compressive strength for handling the Precast Concrete Bridge Elements.
- (b) Concrete stresses during handling, transport, and erection.
- (c) Crane capacities, pick radii, sling geometry, and lifting hardware.
- (d) Verification that the equipment can handle all pick loads and weights with the required factor of safety.
- (e) Evaluation of construction sequence and evaluation of any geometric conflicts in the lifting of the Precast Concrete Bridge Elements and setting them as shown on the plans.
- (f) Design of crane supports including verification of subgrade for support.
- (g) Location and design of all temporary bracing that will be required during erection.

Non-shrink grout and concrete materials, approved by the Engineer, shall be placed as shown on the plans. Fill joints, keyways, and voids, in strict accordance with the specifications and manufacturer's recommendations and instructions.

For footings, approach slabs and highway guardrail transitions, once these Precast Concrete Bridge Elements have been set to the correct horizontal and vertical alignment, the void between them and the supporting soil shall be filled with Controlled Density Fill – Non-Excavatable to the limits as shown on the plans. Add additional grout ports in the footings to facilitate the bedding process if required.

Joints shall be filled flush to the top with non-shrink grout, and any vertical misalignment between adjacent elements shall be feathered out on a slope of 1 to 12.

Curing of grout or concrete shall be performed in strict accordance with the specifications and manufacturer's recommendations. Filling shall not be completed in cold weather when either the ambient temperature or the precast member's temperature is below the manufacturer's recommendation. No localized heating of either the precast members or of the air surrounding the element will be permitted in an attempt to reach application temperatures.

If the joints or voids are not filled within five days after the Precast Bridge Elements are erected, the Contractor shall cover and protect the openings from weather and debris until they are filled.

2. Quality Control Plan for Precast Concrete Bridge Element Assembly

The Quality Control Plan for Precast Concrete Bridge Element Assembly is a document prepared and submitted by the Contractor prior to the start of work which requires the Contractor to identify and detail the sequence of construction in accordance with the project schedule and which clearly identifies all stages of field construction. The assembly procedures for the Precast Concrete Bridge Elements shall be submitted on full size 24"x36" sheets. This document will be treated as a Construction Procedure and will be reviewed by both the Designer and the District Construction Office. The approval of this document will serve as a guideline for setting interim concrete and grout strengths and curing procedures to allow construction to proceed without waiting for the final in-service strengths to be achieved.

The following list details the minimum criteria that should be included in the Quality Control Plan for Precast Concrete Bridge Element Assembly:

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- (a) A detailed schedule showing the sequence of operations that the Contractor will follow. The schedule shall include a timeline for installation of all major elements of the bridge accounting for the installation of temporary works and cure times of grouts or closure pour concrete and other selected materials.
- (b) Calculations that support the schedule outlined above should be included verifying that the selected materials have adequate interim strength to proceed from one step to another. Final material strengths are not normally required until the bridge is opened to vehicular traffic. The minimum factor of safety of two (2) will be required for the interim strength of grouts and closure pour concrete before construction is allowed to proceed to subsequent steps. The factor of safety is applied to the service loads that are supported by the elements and materials during various stages of construction. For example, if the Contractor calculates that the grout between the precast pier cap and pier wall requires a strength of 100 psi to support the dead load of the beams in the next step, a cylinder break of 200 psi will be required prior to allowing the pier cap to be loaded with the beams. The required strength of materials for subsequent construction stages shall also be calculated and the material strength verified.
- (c) The Contractor is responsible for determining the center of gravity for all elements. Special care shall be used for unusual elements that are not symmetric. These elements may require special lifting hardware to allow for installation in a plumb or flat position.
- (d) Plan of the work area, depicting items such as temporary earth support, utilities within the immediate vicinity of the work, drainage structures, etc. The Contractor shall coordinate the various subcontractors that will need to occupy the same area and shall ensure that there are no conflicts. For example, if the Contractor is having different Subcontractors prepare and submit plans for temporary earth support and demolition, and the earth support is required to be installed prior to the demolition, it shall be the Contractor's responsibility to ensure that the Quality Control Plan for Precast Concrete Bridge Element Assembly submission allows both operations to be performed without field modification.
- (e) Details of all equipment that shall be employed for the construction of the bridge.
- (f) Methods of providing temporary support of the elements. Include methods of adjusting and securing the element after placement.
- (g) Vertical Adjustment Assemblies to be used as a means of setting precast concrete footings to the correct elevations.
- (h) Procedures for controlling the overall horizontal dimensions and the vertical elevations as each precast concrete bridge element is erected by using the tolerance limits of the joints as detailed on the plans.
- (i) Methods for curing grout.
- (j) Proposed methods for installing non-shrink grout and the sequence and equipment for the grouting operation.
- (k) Methods for sealing the keyways in preparation for filling with non-shrink grout, including the use of backer rods. The Contractor shall not assume that the backer rods will restrain the pressure from the grout in vertical grout joints. Provide additional forming to retain the backer rod.

C. Survey and Layout.

Working points, working lines, and benchmark elevations shall be established prior to placement of all elements. The Contractor is responsible for field survey as necessary to complete the work. Engineer reserves the right to perform additional independent survey. If discrepancies are found, the Contractor may be required to verify previous survey data.

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D. Preparation of Closure Pour Keyways.

Immediately prior to erecting the Precast Concrete Bridge Elements, the closure pour shear keys shall be cleaned at the job site of all dust, dirt, carbonation, laitance, and other potentially detrimental materials which may interfere with the bonding of the closure pour concrete and precast concrete using a high-pressure water blast. The exposed reinforcing steel in the precast concrete shall be protected from damage during the cleaning of the keyways. Damaged epoxy coating of steel reinforcement shall be repaired, and the reinforcing steel shall be cleaned as directed by the Engineer. The surfaces of the shear keys shall be wetted so that the surfaces shall have a Saturated Surface Dry (SSD) condition for at least 24 hours prior to the placement of the closure pour concrete.

E. Erection.

The elements shall be placed in the sequence and according to the methods outlined in the Erection Procedure and Quality Control Plan for Precast Concrete Bridge Element Assembly. As the erection proceeds, the Contractor shall constantly monitor the assembly to ensure that the precast concrete bridge element is within proper horizontal and vertical location and tolerances prior to releasing it from the crane and setting the next unit. The Contractor may use shims to maintain proper setting tolerances.

The concrete elements shall be lifted only by the lifting devices, and the utmost care shall be taken to prevent distortion of the elements during handling, transportation or storage.

Suitable spreaders shall be used during lifting so that only a vertical pull will be made on the lifting device. A non-vertical lifting force may be permitted if prior written approval is given by the Engineer. This approval will be contingent on the Contractor demonstrating by calculations, prepared by a Professional Engineer registered in Massachusetts, that the elements will not be damaged by the non-vertical lifting force and by documentation that the capacity of the lifting devices is adequate for the non-vertical lifting force.

Precast components shall be pre-bed with non-shrink grout thicker than shim stacks prior to placing other precast elements on top of them.

After all Precast Concrete Bridge Elements have been placed, the actual overall dimensions of the structure both horizontal and vertical, as laid out shall not deviate from the nominal dimensions shown on the plans beyond a tolerance of +0 inches and -1 inches. Once the layout of Precast Concrete Bridge Elements has been accepted by the Engineer, the Contractor shall cut all lifting devices off below the surfaces of the elements.

F. Three-Sided Frames.

Backfilling operations shall not begin until the following checks have been made:

- (a) The frame to footing key joints are grouted as shown on the plans;
- (b) The joints between exterior frame bridge elements and wingwall stems are complete as shown on the plans;
- (c) All joint seals are properly placed.

Backfill shall be paid for under separate items. The backfilling procedures shall be in accordance with Sections 120, 150, and 170 of the Standard Specifications and Supplemental Specifications modified as follows:

- (a) Fill shall be placed and compacted in layers not exceeding one foot in depth;
- (b) Dumping of fill shall not be allowed any nearer to the structure than 3.25 feet from a vertical plane extending from the back of the footing;
- (c) Backfill shall be placed as symmetrically as possible around the structure with differential depths of backfill on each side of the structure not exceeding 1.5 feet with respect to each other;

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- (d) Compaction shall be achieved using hand compaction equipment for all fill within one foot of the structure;
- (e) The bare structure shall not be crossed by any equipment heavier than that specified by the frame manufacturer. All damage resulting from equipment damage shall be rectified to the satisfaction of the Engineer at no cost to the Department;
- (f) Construction equipment will not be permitted atop an uncompleted structure;
- (g) Construction equipment whose weight exceeds the design capacity shall not be permitted atop the completed structure under any circumstances;
- (h) The use of vibratory rollers for compaction purposes will not be permitted.

A representative of the manufacturer shall be on site at the commencement of the installation, at no cost to the Department, to assist the Contractor. The representative shall offer advisory assistance only and shall not supplant the Contractor's representative, or the Engineer.

G. Filling of Blockouts for Lifting Devices and Threaded inserts.

If the blockouts in the Precast Concrete Bridge Elements where the lifting devices were located will be exposed and visible after assembly is complete, the Contractor shall fill these blockouts with Cement Mortar (M4.02.15) or grout.

After the formwork has been removed, all threaded inserts that have been cast into the precast concrete bridge deck for support of the formwork shall be filled with a grout of the same color as that of the precast concrete.

STRUCTURAL STEEL – COATED STEEL

This work under this heading shall conform to the relevant provisions of Sections 960 and 995 and shall include the supply, fabrication, and installation of utility supports as shown on the Plans. All structural steel shall conform to the requirements of AASHTO M270 Grade 50 or as indicated on the Plans. Structural steel shall be fabricated and erected in accordance with Section 960 of the Specifications.

All bolts shall be high strength bolts meeting the requirements of ASTM A325 and ASTM A563 of the appropriate diameters and installed in accordance with the Specifications. Nuts shall conform to ASTM A563 Standard Specification for Carbon and Alloy Steel Nuts. Washers shall conform to ASTM F436 Standard Specification for Hardened Steel Washers.

Welding shall be performed in accordance with AASHTO/AWS/ANSI D1.5.

Finish Paint color to be selected by the Client. The proposed structural steel, unless noted otherwise, shall be thermal sprayed coated and painted with a 3 coat system.

The work shall also include touch-up painting on site of the structural steel that may be required after installation of utilities, or other attachments that may damage the protective coatings.

ITEM 995.01 (Continued)**METAL BRIDGE RAILING (3 RAIL), STEEL (TYPE S3-TL4)**

The bridge railing is the Type S3-TL4 rail. It shall be furnished and installed for use in this project and shall conform to the relevant provisions of Section 975 and the following.

Color of the bridge rail shall be approved by the Town and Local Historical Commission prior to fabrication.

COMPENSATION**A. Basis of Payment.**

At the time of bid, the Contractor shall submit on their proposal form a schedule of unit priced for the major component Sub-Items that make up Item 995.01 as well as his/her total bridge structure Lump Sum cost for Bridge Structure No. U-01-004. The bridge structure Lump Sum breakdown quantities provided in the proposal form are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of quantities furnished by the Engineer for the individual bridge components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 995.01 and no further compensation will be allowed.

The schedule on the proposal form applies only to Bridge Structure No. U-01-004. Payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

B. Payment Items.

Sub-Item	Description	Quantity	Units
901.	4000 PSI, 1.5 INCH, 565 CEMENT CONCRETE	80	CY
901.31	PRECAST APPROACH SLABS	2	EA
904.31	PRECAST CONCRETE GUARDRAIL TRANSITIONS	4	EA
904..32	PRECAST THREE-SIDED RIGID FRAME	5	EA
904.33	PRECAST HEADWALL	2	EA
910.	STEEL REINFORCEMENT FOR STRUCTURES	600	LB
910.1	STEEL REINFORCEMENT FOR STRUCTURES-EPOXY COATED	11400	LB
960.1	STRUCTURAL STEEL – COATED STEEL	15	LB
965.	MEMBRANE WATERPROOFING FOR BRIDGE DECKS	1090	SF
975.1	METAL BRIDGE RAILING (3 RAIL), STEEL (TYPE S3-TL4)	60	FT

ITEM 995.02**BRIDGE STRUCTURE, PEDESTRIAN BRIDGE****LUMP SUM**

Work under this item shall conform to the applicable provisions of Section 995 and the specified requirements stipulated below for component parts of this item. Where no specific requirement is identified for an item, the Standard Specifications shall apply, except for payment. Payment for all bridge components shall be included under the Lump Sum Price for this item, unless otherwise noted elsewhere as a separate item.

Work under this item shall include all materials, equipment, tools and labor to construct the pedestrian bridge, as follows: cast-in-place reinforced concrete abutment walls and spread footings, prefabricated steel trusses, floorbeams and all subsequent bracing members, reinforced concrete deck and metal form deck, pedestrian bridge lighting, and segmental block retaining walls. All reinforcement in concrete elements identified above is included.

Any item shown on the drawings, specified or implied and not specifically included for payment under another item shall be included for payment under this item. This work includes all labor, materials, and equipment necessary for, and incidental to, the completion of the structure in accordance with the schedule of items included hereinafter under "Basis of Payment."

CEMENT CONCRETE

The work to be done under this heading for the items identified below shall conform to the relevant provisions of the Standard Specifications, Section 901, these Special Provisions and the following:

4000 psi, 1.5 in, 565 Cement Concrete

4000 psi, 3/4 in, 610 Cement Concrete

Work considered incidental to the cement concrete items shall include closed cell foam, joint seal, deck drains, epoxy coated chairs and ties, water stops, inserts, and any other work involved in furnishing and placing the concrete.

It is necessary to achieve 75% of the 28-day compressive strength of the concrete bridge abutment walls and footings prior to the installation of the prefabricated trusses and superstructure components. The Contractor shall, therefore, secure and provide any additional concrete cylinder molds necessary to test concrete compressive strength to determine the point of acceptable strength.

The Contractor shall submit all pertinent information relative to placing concrete to the Engineer for approval at the time of shop drawing submittal. The information submitted shall include: method of concrete placement, the name of the retardant and other admixtures selected for use, manufacturer's product information on the admixtures, method of use and amount to be used.

ITEM 995.02 (Continued)

At least 30 calendar days prior to the proposed start of placing the concrete bridge deck, the Contractor shall submit to the Engineer for approval, a submission (herein called the Placement and Curing Plan) specifying the method of concrete conveyance, placement, type and number of finishing machines and work bridges, rate of pour, estimated time of completion, screed and rail erection plan, sequence of concrete pours, and the concrete curing procedure. The Placement and Curing Plan shall take into consideration weather conditions. It shall also include details and a complete description of equipment to be used in the handling, placement, finishing and curing the concrete including the number and type of personnel who will be engaged in the operation. The personnel shall consist exclusively of persons with the experience and skill appropriate to their working assignment. Approval of this plan will not relieve the Contractor of the responsibility for the satisfactory performance of his/her methods and equipment. The Placement and Curing Plan shall include, but not be limited to, the following:

1. Proof of the following minimum operator qualifications for the bridge deck finishing machine(s):
 - a. Five years experience operating machines or similar type and manufacturer as that proposed.
 - b. Proof of no less than five bridge decks of similar size, placed using a machine of the same manufacturer as that proposed.

Or, as a substitute for a. and b.:

b. A representative of the manufacturer of the bridge deck finishing machine shall be present on the site a minimum of 24 hours in advance of the proposed deck placement to approve the set up of the machine and rail system, and the representative shall be present for the entire duration of the placement of the deck concrete using the bridge deck finishing machine.

2. Provisions for consolidation of cement concrete. At least one vibrator shall be in service per each 30 cubic yards (27 cubic meters) per hour of cement concrete placed with at least 2 vibrators in service at all times.
3. Curing method. At least two workers shall continuously place wet burlap curing materials from a dedicated work bridge from the start of the deck placement until the deck is completely covered with wet burlap.
4. When cold weather is reasonably expected during the 14 day wet curing period, or has occurred within 7 days of anticipated concrete placement, the Contractor shall include detailed procedures for the production, transporting, placing, provisions for enclosures, protecting, curing, and temperature monitoring of concrete during cold weather, including a plan of heating devices, types and locations around structure.
5. Method of monitoring temperature of hardened concrete. The method of monitoring concrete temperatures shall be submitted regardless of whether cold weather is expected during the 14 day wet cure period.

ITEM 995.02 (Continued)

6. Letter certifying that the fogging equipment attached to the finishing machine produces atomized water droplets with an average droplet diameter of 0.003 inches (76 μm) or less that are uniformly distributed at a rate of at least 0.10 gallons/square foot/hour (4 liters/square meter/hour).
7. Backup systems as required.

Before concrete placement operations begin, the Contractor shall make all necessary arrangements and have all materials on hand for curing and protecting the concrete deck. Concrete placement shall not proceed until the Engineer is satisfied that all necessary steps have been taken to insure adequate compliance with these Specifications and that completion of the operation can be accomplished within the required scheduled time. It shall be the Contractor's responsibility to allow sufficient time to permit such an inspection by the Engineer.

A pre-placement meeting shall be held between the Contractor and the Engineer at least 2 weeks prior to the start of any concrete placement for the deck slab. The Contractor and the Engineer shall review all aspects of the proposed deck slab concrete placement, as documented in the approved Placement and Curing Plan, including, but not limited to, the following:

- Equipment proposed for use and for back-up;
- Planned workforce and assigned tasks of each designated position, based on experience and expertise;
- Proposed construction techniques;
- Safety considerations;
- Concrete mix design;
- Admixtures and performance data; dosage rates shall be as approved;
- Proposed placement rate, provisions for adverse weather, curing and loading schedules;
- Curing Practices to be employed as well as the workforce designated to the curing process;
- Delivery / conveyance equipment, including deck finishing machine setup and operation;
- Traffic control.

No concrete shall be placed until the Engineer approves all aspects of the proposed placement. Modifications must be submitted in writing to the Engineer for approval.

ITEM 995.02 (Continued)

No concrete shall be placed until the environmental conditions are deemed favorable and satisfactory means to mitigate adverse environmental conditions exist. Favorable environmental conditions are defined as an expected weather forecast suitable for concrete placement during the entire placement duration with an the evaporation rate not to exceed 0.15 lbs./ft²/hr (0.7 kg/m²/hr), or suitable equipment and appropriate actions are taken, as approved by the Engineer, to limit the evaporation rate of the exposed concrete surface to less than 0.15 lb/ft²/hr (0.7 kg/m²/hr) and acceptable curing temperatures are expected for the duration of the curing period.

The Contractor shall provide any necessary means to mitigate adverse weather conditions and curing temperatures with the approval of the Engineer. Failure to maintain acceptable environmental conditions will result in the concrete placement being stopped and a bulkhead put in place. Concrete temperature will be taken from the same sample used for slump and air content tests. These measurements will be taken prior to commencement of concrete placement. If, in the Engineer's opinion, significant changes occur in atmospheric conditions, additional atmospheric measurements and calculations by the Contractor will be required. The Contractor will supply all instruments necessary to make the required calculations, will perform the tests in the presence of the Engineer, and will document the results on the attached "Bridge Deck Placement Environment" table which shall be given to the Engineer for approval and incorporation in the contract document files.

A trial placement of at least 3 cubic yards (3 cubic meters) using the approved HP Cement Concrete mix design shall be required a minimum of two weeks before the intended date of the deck slab placement. The Contractor will be required to demonstrate proper mix design, batching, placement, finishing and curing of the HP Cement Concrete deck slab. The trial placement shall simulate the actual job conditions in all respects including plant conditions, transit equipment, travel conditions, admixtures, forming, placement equipment, and personnel. If there are problems, the Engineer may require the Contractor to conduct more trial batches and trial placements. Removal of the trial placement concrete from the job site is the responsibility of the Contractor.

In addition to the requirements contained herein, all weather and concrete temperature requirements contained in Subsection 901.64 shall be satisfied. Cement concrete for bridge decks shall not be placed when the ambient air temperature exceeds 85°F (29°C) or is expected to exceed 85°F (29°C) during the placement of the deck. When placing concrete, the Contractor must provide suitable equipment and take appropriate actions as approved by the Engineer to limit the evaporation rate of the exposed concrete surface to less than 0.15 lb/ft²/hr (0.7 kg/m²/hr).

The deck surface evaporation rate shall be determined in accordance with Figure 1 of these Specifications (obtained from "Plastic Cracking of Concrete" by Delmar Bloem for the National Ready Mixed Concrete Association and published in ACI 305R-89) and all data contained in the Bridge Deck Placement Environment table below shall be determined by the Contractor and agreed upon by the Engineer prior to and after casting the bridge deck.

ITEM 995.02 (Continued)

To maintain the deck surface evaporation rate below 0.15 lb/ft²/hr (0.7 kg/m²/hr) the Contractor shall take one or more of the following actions:

1. Misting the surface of the concrete with pressurized equipment attached to the finishing machine until the curing cover is applied. The water mist shall be distributed at a rate of at least 0.10 gallons/square foot/hour (4 liters/square meter/hour). For example, on a deck that is 30 feet (9.1 meters) wide, the system must be able to apply at least 3.0 gallons of water per linear foot per hour (36.4 liters/meter-hour). The fog spray must be produced from nozzles that produce a atomized fog mist that will maintain a sheen of moisture on the concrete surface without ponding. The atomized water droplets shall have an average droplet diameter of 0.003 inches (76 µm) or less. The area of coverage from each nozzle shall overlap all adjacent coverage areas by at least 12 inches (305 millimeters). Water that drips from the nozzles shall not be allowed to fall onto the concrete that is being cured.
2. Reduce the temperature of the concrete.
3. Reschedule the placement until such time as the environmental conditions are acceptable, such as at night or during early morning hours.

Bridge Deck Placement Environment						
City/Town:				Date:		
Bridge Number:				Contract Number:		
Start Station:				End Station:		
	Time Measure d	Air Temp.	Relative Humidity (%)	Concrete Temp.	Wind Velocity	Evaporation Rate
Prior to Casting						
After Casting						
Signature – Contractor's Authorized Representative:				Printed Name:		
Signature – MHD Resident Engineer:				Printed Name:		

ITEM 995.02 (Continued)

CEMENT CONCRETE CRACK SEALING (FOR ALL CLASSES OF CONCRETE)

Cement Concrete crack sealing requirements defined herein are for the repair and sealing of cement concrete to prevent water infiltration to the steel reinforcement bars. The width of cracks shall be determined by the Engineer using a width indicating comparator card made of clear plastic with lines of specified width on the cards. The crack width comparator cards shall be held on concrete surfaces to allow the widths of any concrete cracks to be determined by direct visual comparison of the crack width with the widths of the lines marked on the card surface. These cracks are assumed to be non-moving and to have been caused by inadequate control of shrinkage or temperature stresses during curing. Cracks that are of structural concern shall be repaired by other methods determined by the Engineer. All required crack sealing and crack repairs shall be performed by the Contractor without additional compensation. The Contractor shall be required to seal cracks even if the environmental conditions during placement and curing satisfied specification requirements.

Cracks shall be sealed after construction movement is substantially stable and before waterproofing, pavement, or other construction covers the cracked surface. Crack sealing materials shall be applied by skilled applicators under a supervisor with proven successful experience in applications with similar scope of work. Crack sealing materials shall be applied when the concrete and the ambient air temperatures are above 40°F. If a heated enclosure is used to accomplish this, the heating units shall be properly vented to the outside of the enclosure to prevent products of combustion from exhausting within the enclosure.

Before containers of sealing materials are opened, the labels shall be checked and the label information shall be documented. If multi-component systems are used, mixing shall be completed prior to application. Manufacturer's instructions shall be followed. An initial crack sealing demonstration application shall be satisfactorily made in the presence of the Engineer before the application is continued.

Before sealing, the concrete must be clean, sound, and free of contaminants and surface moisture. Any curing compounds, sealers, oils, greases, coatings, or other impregnations shall be removed by sandblasting. Once any concrete surface contaminants are removed, the concrete shall be swept clean and blown off using oil free compressed air immediately prior to applying the sealer. Methacrylate crack sealing shall be performed in accordance with the manufacturer's instructions within the allowable ambient temperature range. The cracks shall be v-notched to a minimum depth of ½ inch and shall be cleaned with compressed air.

The notch shall then be inspected to confirm that the crack was intercepted.

ITEM 995.02 (Continued)

If the crack was not intercepted, the notch shall be expanded to intercept the crack and shall then be re-cleaned with compressed air. Methacrylate shall then be poured into the crack. The crack shall then be observed for seepage of methacrylate and shall be refilled as necessary to ensure the crack is completely filled. If large quantities of methacrylate are used and the crack is not getting filled, the crack should be filled with pre-bagged dried silica sand filler and the crack shall then be re-filled with methacrylate. Methacrylate crack sealer shall consist of a high molecular weight low viscosity methacrylate monomer that when catalyzed will produce a crack-healer/penetrating-sealer that is a rapid-curing, modified-methacrylate resin. The methacrylate material shall, as a minimum, provide the following as applied properties:

Property	Value	Test
Viscosity	< 25 cps	ASTM D2393
Bond Strength	> 1500 psi	ASTM C882
Tensile Elongation	> 3%	ASTM D638

In addition, the methacrylate material shall demonstrate full penetration of concrete cracks in mock-up testing. Mock-up testing shall consist of preparing the deck surface, applying the methacrylate sealer, and removing cores to evaluate the depth and quality of methacrylate sealer penetration. Successful methacrylate penetration of the concrete cracks shall be demonstrated visually in nominal 3 inch deep cores that intersect crack widths in the 7 to 20 mil widthrange.

The cores shall be sliced longitudinally, perpendicular to the crack, and examined in an AASHTO accredited laboratory using ultraviolet light in order to fluoresce the methacrylate to determine the methacrylate penetration depth (the deepest point to which the methacrylate reached) and the sealer-filled crack depth (the depth to which the crack was filled wall-to-wall). The results of mock-up testing shall be documented in a report prepared by the AASHTO accredited laboratory.

Epoxy injection crack sealing shall be performed in accordance with the manufacturer's instructions within the allowable ambient temperature range. Epoxy-Resin for Cement Concrete Crack Injection shall conform to AASHTO M235, Type IV, Grade I. The cracks shall be cleaned with compressed air. Surface mounted injection ports shall then be installed over the centers of the cracks. The spacing of these ports shall be contingent upon the material and the injection equipment chosen.

Socket porting shall be allowed provided that a hollow drill bit and vacuum system is used to prevent debris from entering the cracks. Surface ports shall be mounted with rapid setting epoxy material. The crack widths shall be noted during port installation. After the ports are installed, the crack surfaces shall be sealed with high modulus, 100% solids, moisture tolerant epoxy paste adhesive.

ITEM 995.02 (Continued)

This material shall be capped with fine sand before it is cured. After the capping material has cured, the cracks shall be injected with an epoxy resin compound. The injection pressure used to seal the cracks shall be based upon a number of factors including crack width, crack depth, and the epoxy material used. Injection shall be accomplished using a metered system. The system shall be equipped with a pressure gauge accurate for the pressures anticipated for this work. Injection shall start at the widest point of the crack and shall continue until the narrowest portions of the crack have been filled. Injection shall continue until refusal. If epoxy is observed at adjacent ports, the adjacent port shall be capped and injection shall continue until refusal occurs. Once refusal occurs, injection shall continue at the next wet port until refusal is reached.

Silane Crack Sealer shall consist of a clear, breathable, high-performance, 100 percent solids by weight Silane sealer for protecting new and existing concrete surfaces. It must penetrate deeply, sealing out water, chloride ions, and acids, and prevent damage from freeze/thaw cycles. Silane Crack Sealer material shall, as a minimum, provide the following as applied properties:

Property	Value	Test
Water Weight Gain at 250 SF/Gal	88 percent reduction	NCHRP 244 Series II-Cube test
Absorbed Chloride at 250 SF/Gal	89 percent reduction	NCHRP 244 Series II-Cube test
Absorbed Chloride at 250 SF/Gal	94 percent reduction	NCHRP 244 Series IV - Northern Climate

The type of Cement Concrete crack sealing required shall be determined as a function of the surface type and maximum crack width as follows:

Bridge decks, either with membrane waterproofing and hot mix asphalt wearing surface or left exposed, and other non-overhead surfaces sloped less than or equal to 15%:

- Cracks less than 6 mil wide shall be ignored;
- Cracks greater than or equal to 6 mil wide and less than 12 mil wide shall be sealed with an approved methacrylate;
- Cracks greater than or equal to 12 mil wide shall be sealed using either epoxy injection or methacrylate with a sand filler.

Overhead surfaces, vertical surfaces, and non-overhead surfaces sloped greater than 15%:

- Cracks less than 6 mil wide shall be ignored;
- Cracks greater than or equal to 6 mil wide and less than 16 mil wide shall be sealed with an approved silane sealer;

Cracks greater than or equal to 16 mil wide shall be sealed using epoxy injection.

ITEM 995.02 (Continued)

PEDESTRIAN BRIDGE SUPERSTRUCTURE

The work to be done under this Item shall include the design, fabrication, and shipping of a prefabricated, pedestrian, truss bridge superstructure. These specifications are for fully engineered half through truss (no overhead bracing) bridge of steel construction and shall be regarded as minimum standards for design and fabrication. The work included under this item shall consist of design, fabricating, finishing and transporting the steel truss bridge superstructure including bearings.

Qualified Bridge Manufacturer

Each Contractor is required to identify their intended supplier as part of the bid submittal. Qualified Bridge Manufacturers must have at least 5 years of experience fabricating these types of structures and shall have an up-to-date quality certification by AISC per Section 14.1 of these specifications. All suppliers shall fabricate their product utilizing a modern fabrication facility owned and operated by the Bridge Manufacturer that includes the use of CNC beam drilling machines, no brokers are allowed.

Bridge Manufacturers may be used provided the Engineer receives a written request at least 10 days prior to the bid. The written request shall accompany the following information:

- Bridge Manufacturer's Product Literature,
- Name and resume of Bridge Manufacturer's design professional who will be signing and sealing the engineering submittals,
- Copy of current AISC certification,
- Representative copies of detailed drawings, field procedures, calculations, quality control manual, welder's certifications, proof of in-house C.W.I.,
- Listing of projects including owner, location, size, year of fabrication, contact person,
- Certification by the Bridge Manufacturer's Design Professional that the bridge proposed will be in accordance with all project development done up to the date of these specifications.

The above will be evaluated by the Engineer for accuracy and ability to provide the bridge in accordance with these specifications. Bridge Manufacturers other than those listed above may only be used if the Engineer provides written approval via addendum 5 days prior to the bid. The Engineer's ruling shall be final.

Bridge Manufacturer's Design Professional and Submittals

The Bridge Manufacturer shall have as a direct employee, an engineer who is experienced in bridge design to be in responsible charge of all engineering related task and design. The engineer shall have a minimum of 10 years of experience in bridge design and be a currently licensed civil or structural Professional Engineer in the State of Massachusetts and shall be the engineer who will seal and sign the plans.

ITEM 995.02 (Continued)

Engineering drawings, 11x17 format, shall be prepared and submitted to the Contractor or Owner for their review after receipt of the order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge being fabricated. All relative design information such as member size, ASTM/AASHTO material specification, dimensions necessary to fabricate and required welding shall be clearly shown on the drawings. Drawings shall have referenced details and sheet numbers. All drawings shall be stamped, signed and dated by the Bridge Manufacturer's Design Professional.

Structural calculations for the design of the bridge superstructure shall be prepared by the Bridge Manufacturer and submitted for review after receipt of the order. Calculations shall include complete design, analysis and code checks for the controlling members, connectivity and support conditions, truss stability checks, deck design, deflection checks, bearings and all splices.

APPLICABLE CODES AND STANDARDS

Bridge shall be designed in compliance with the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2009 (*AASHTO Ped*). Calculations shall be in accordance with this document, and formulas shall reference the appropriate sections.

Other Reference Codes, Specifications and Standards

- AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020 (*AASHTO LRFD*)
- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, First Edition, 2005 (*AASHTO Signs*)
- AISC Steel Construction Manual, 15th Edition, 2017 (*ISC*)
- ANSI/AISC 360-16 Specification for Structural Steel Buildings, 2016 (*ISC 360*)
- American Welding Society, Structural Welding Code, D1.1, 2015 (*AWS D1.1*)
- ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures, 2010 (*ASCE 7*)
- Setra Technical Guide for Footbridges, 2006 (Setra)
- ANSI/AWC NDC-2015 National Design Specification for Wood Construction, 2015 (*NDS*)
- Tropical Timbers of the World, US Forest Products Laboratory

The AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges shall control if any conflicting requirements occur with the Other Reference Documents and/or other local Codes.

BRIDGE SYSTEM TYPE

The truss style shall be a Connector[®]. The vertical trusses shall be designed such that the top and bottom chord members are parallel for the entire length of bridge. The interior verticals of the trusses shall be perpendicular to the top face of the bottom chord and the end verticals of the trusses shall be plumb. Trusses shall be laid out such that diagonals shall be at an angle of 30-degrees or more with respect to the bottom chord. The vertical truss shall use a single-diagonal, Pratt configuration, where all the diagonals are in tension for gravity loads.

ITEM 995.02 (Continued)

The bridge shall utilize an H-Section configuration where the ends of the floor beams are welded only to the interior face of the verticals. The distance from the top of deck to the bottom of the bottom chord shall be determined by the Bridge Manufacturer during final design.

BRIDGE GEOMETRY

The bridge span length shall be 35'-0" (horizontal straight-line dimension) and measured from end to end of the bridge truss, not including the end dam, any deck extension or bearing that extends beyond the end of the truss. The bridge width shall be 6'-0" and shall be as measured from the inside face of structural truss elements at the deck level.

The top of the top chord shall not be less than 48" above the deck (measured from the high point of the deck). Note that this dimension may be exceeded due to truss height requirements for structural, deflection and vibration requirements.

The Bridge Manufacturer shall determine the distance from the top of the deck (measured from the highest point of the deck) to the bottom of any steel member.

The number of bays and the dimensions of the panel points shall be determined by the Bridge Manufacturer.

A single simple-span bridge shall have a vertical camber dimension at the mid span equal to 100% of the anticipated full dead load deflection rounded up to the next 1/4".

The top of the decks shall be at the same elevation at each end of the bridge.

The slope grade at the ends of the bridge due to the combination of camber and elevation difference shall not be more than 4.8%.

STRUCTURAL DESIGN LOADS

Dead Load: The bridge structure shall be designed for the total bridge weight including the final deck system.

Pedestrian Loading (PL): The bridge structure shall be designed for a uniform pedestrian loading of 90 psf. This loading shall be patterned to produce the maximum load effects. Consideration of dynamic load allowance is not required with this loading.

ITEM 995.02 (Continued)

Vehicle Load (VL): The superstructure and deck system shall be designed for each of the following concentrated/vehicular loads:

- A concentrated load of 1,000 pounds placed on any area 2.5' by 2.5' square.
- On bridges 6' and wider a single truck shall be placed to produce the maximum load effects and shall not be placed in combination with the pedestrian load. The dynamic load allowance need not be considered for this loading. The truck shall be the following:
 - 6' Wide: 4,000 pound vehicle equally distributed to four wheels.

Wind Load (WS): Pedestrian bridges shall be designed for wind loads as specified in *AASHTO Signs*, Articles 3.8 and 3.9. The loading shall be based on a wind speed of 115 mph and applied over the exposed area in front elevations of both trusses including all enclosures.

In addition to the wind load specified above, a vertical uplift line load as specified in *AASHTO LRFD* Article 3.8.2 and determined as the force caused by a pressure of 20 psf over the full deck width, shall be applied concurrently. This loading shall be applied at the windward quarter point of the deck width.

Seismic (EQ): Seismic loads shall not be considered or included in the design.

Fatigue Load (FL): The fatigue loading shall be as specified in Section 11 of *AASHTO Signs*. The Natural Wind Gust specified in Article 11.7.1.2 need only be considered. The Truck-Induced Gust specified in Article 11.7.1.3 of *AASHTO Signs* shall not be considered.

Combination of Loads: The load combinations and load factors to be used shall be as specified in *AASHTO LRFD* Table 3.4.1-1, with the following exceptions:

- Load combinations Strength II, Strength IV, and Strength V need not be considered.
- The load factor for Fatigue I load combination shall be taken as 1.0, and Fatigue II load combination need not be considered.

STRUCTURAL DESIGN CRITERIA

The bridge shall be modeled and analyzed utilizing a three-dimensional computer software which shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered. All loads listed in the previous sections of these specifications shall be applied to the model and analyzed appropriately.

Lateral Frame and Member Design:

The bridge shall be designed and proportioned such that appropriate lateral stiffness is provided locally and globally, to ensure that the structure is stable.

ITEM 995.02 (Continued)

For bridges without any overhead members (Half-Through Trusses), the vertical truss members, the floor beams and their connections shall be proportioned to resist a lateral force applied at the top of the truss verticals at the center of the top chord. This lateral force shall be applied as an additional load to the top of the vertical at the center of the top chord, creating a cantilever moment, which is then added to the forces obtained from the three-dimensional model. The magnitude of this lateral force shall not be less than $0.01/K$ times the average factored design compressive force in the two adjacent top chord members increased by a factor of safety of 1.33. The top chord shall be analyzed as a column with elastic lateral supports at the panel points, considering all moments due to in-plane and out-of-plane bending, along with moments due to eccentricities of the members.

The U-Frame Stiffness of the verticals and floor beams shall be as specified in *AASHTO Ped* Article 7.1.2, assuming that the vertical and floor beam connection is rigid. This means that the following must be met:

- On H-Section floor beam connections, the floor beam width shall be at least 80% of the vertical face width in order to prevent any deformation due to tube wall plastification of the vertical member faces under service loads. The connection design will be checked at Strength I & Strength III load combinations.
- On Underhung floor beam connections, the vertical width shall match the bottom chord width in order to transfer vertical moments through the walls of the bottom chord to the verticals with no deformation of the chord side walls due to sidewall yielding or crippling under service loads. The connection design will be checked at Strength I & Strength III load combinations.
- The vertical and floor beam members shall not be connected to faces of the bottom chord at a 90-degrees to one another.
- All fixed end moments in the floor beams and verticals due to floor beam rotations, in addition to the loads derived from a U-Frame analysis have been accounted for in the strength design of the connections.

The vertical and floor beam members shall be proportioned such that the effective length factor, K , used in the design of the top chord shall not be greater than 2.0.

The end verticals shall be designed as a simple cantilever to carry the loads obtained from the three-dimensional model, plus the cantilever moment due to a lateral load of 0.01 times the axial force in the end vertical, applied laterally at the top end of the end vertical at the center of the top chord.

The floor beams shall be sized for the forces obtained from a simple span, pinned end analysis, or from the forces obtained from the three-dimensional model, whichever controls.

The diagonals and brace diagonals shall be analyzed as pinned-end connection members.

Interior verticals shall be analyzed as pinned-end connections unless longitudinal forces are applied to the verticals such as when the brace diagonals are connected to floor beams on an H-Section floor beam configuration. When longitudinal forces are applied to the verticals they shall be analyzed as fixed-end connections.

ITEM 995.02 (Continued)

All other members shall be analyzed as fixed-end connections.

HSS member connections shall be evaluated per the requirements of *AISC 360* Chapters J & K.

Deflections: The vertical deflection of the bridge due to the unfactored pedestrian live loading shall not exceed 1/360 of the span length.

The horizontal deflection of the bridge under unfactored wind loading shall not exceed 1/360 of the span length.

Fracture: The fracture toughness requirements and designation of Fracture Critical Member and Main Member designation are hereby waived for these structures.

Vibrations: Vibration of the structure shall not cause discomfort or concern to the users of the bridges. To assure this, the fundamental frequency (f) of the pedestrian bridge in the vertical direction, without live load, shall be greater than 3.0 hertz (Hz) to avoid the first harmonic. The fundamental frequency of the pedestrian bridge in the lateral direction, shall be greater than 1.3 Hz. If the fundamental frequency cannot satisfy these limitations, then the bridge should be proportioned such that either of the following criteria are satisfied:

$$f \geq 2.86 * \ln(180/W)$$

or

$$W \geq 180 * e^{(-0.35 * f)}$$

Where W is the weight of the bridge in kips and f is the fundamental frequency in the vertical direction in Hz.

For bridges longer than 85 ft and shorter than 125 ft the vertical and horizontal vibration must also meet the requirements for Bridge Class III with a Mean comfort level in accordance with *Setra*.

DECK SYSTEM

Deck to be comprised of Reinforced Concrete designed to span from floor beam to floor beam.

Reinforced concrete shall be normal weight concrete (145 pounds per cubic foot maximum) and shall have a minimum compressive strength of 4,500 psi at 28 days, with an air content of 6% +/- 1.5%.

Concrete mix design, materials, quality, mixing, placement, finishing and testing shall be in accordance with the requirements of Section 552 of Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14).

The surface of deck concrete shall be finished with a sidewalk finish per Section 552.14(c) of FP-14.

ITEM 995.02 (Continued)

Stay-in-place galvanized (G90 coating) metal form deck shall be used and shall be designed to support the weight of the wet concrete plus a 20 pounds per square foot construction load. Form deck shall be shop attached to floor beams via self-drilling fasteners, welding or power actuated fasteners. Welding shall not be used on painted or galvanized bridges. The longitudinal sheet laps shall be attached with self-drilling self-tapping fasteners at 36-inch maximum spacing. The attachment of the form deck to the floor beams is only necessary to keep the form deck in place during transportation and during the concrete placement. The form deck is not to be used for diaphragm action or composite action and provides no structural benefit to the truss or the deck after the concrete is set. Metal form deck panels shall be of a length to span a minimum of two bays of the truss supports. The top of deck to bottom of form deck shall be as required to support the anticipated loads but shall not be less than 5".

The concrete deck shall be designed to span longitudinally from floor beam to floor beam and to support the loads specified in Section 5.0 of these specifications.

A distribution width of deck is allowed, to support the anticipated vehicle wheel loads. This distribution width (E in feet) shall be the narrower of the following:

- $E = 4 + .06S$
 - Where S is the floor beam spacing minus one-half of the floor beam width.
- One-half of the total driving width of the bridge deck.
- 0.75 times the lateral wheel spacing of the vehicle.
- $0.6S + \text{Wheel Width}$
 - The Wheel Width (in inches) is $2.5 * \sqrt{\left(\frac{0.01 * P}{2.5}\right)}$, where P is the wheel load in pounds.

Reinforcing steel shall be ASTM A615 Grade 60 epoxy coated bars. All bar bends, anchorage and splices shall be in accordance with AASHTO Specifications. Top reinforcing shall have a minimum clearance of 2" to the top of deck.

Bridge Manufacturer shall designate the estimated slab thickness and reinforcing requirements at time of quotation. These estimates are to be used for quoting purposes only. Actual quantities may vary during the final design process, with costs variances due to any changes to the quantities being the sole responsibility of the contractor. Contractor shall supply all concrete and reinforcing materials.

ITEM 995.02 (Continued)

MATERIALS OF CONSTRUCTION

Structural Steel:

All members of the truss and deck support system shall be fabricated from square or rectangular hollow structural shapes (HSS), with the exception that floor beams may be wide flange shapes. All open ends of end posts and floor support beams shall be capped. Drain holes shall be provided for all sections at the low point of the member that may become filled with water. All bridges shall be fabricated using A847 for HSS sections and A588 for structural shapes and plates.

Minimum nominal thickness of primary hollow structural shapes shall be 1/4". Rolled shapes shall have a minimum thickness of 1/4"

Fasteners:

Structural bolts used to field splice or connect all main members shall be ASTM F3125 Grade A325 Type 3 (Weathering). The nuts for these structural bolts shall be ASTM A563 Type 3. Bolts used for the connection of a wood rub rail shall be 18-8 or 316 Stainless Steel, 1/4" diameter carriage bolts.

Screws for the attachment of wood deck shall be steel, 5/16" diameter, six lobe drive, self-tapping screws. The screws shall have flat heads for the screws in the wood and round heads for the screws on the edge cover. The screws shall have a protective coating that will prevent corrosion due to contact with treated wood and environmental exposure.

Self-drilling fasteners for attachment of the form decking shall be #14 x 1" zinc plated hex washer head Tek screws.

Power Actuated fasteners shall be Hilti sheet metal nail X-ENP-19 fastener.

FINISH

All exposed surfaces of structural steel to be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7, SSPC -SP7 brush-off blast cleaning. Exposed surfaces of steel shall be defined as those surfaces seen from the deck or from the outside and bottom of the structure. All other surfaces to have standard mill finish. The steel shall have a two-coat system.

ATTACHMENTS

Safety Rails:

Safety rail system shall be placed on the inside of the structure, spaced so as to prevent a 4 inch sphere from passing through the side truss for the full height of the side truss, or 48 inches, whichever is less. The top of the top chord may be considered the top of the rail system.

ITEM 995.02 (Continued)

Rail system shall consist of vertical pickets in between horizontal top and bottom rails. The top and bottom horizontal rail shall be HSS 1 x 1 x 1/8 welded directly to the truss verticals. In between these rails, vertical pickets shall be 1/2" round bar welded to the top and bottom rail. The maximum unsupported length shall be 7'-0" if placed on the inside of the structure and 8'-0" if placed on the outside of the structure. If the vertical spacing is greater than the maximum unsupported length, mid-bay supports will be required. When the rail system is placed on the inside of the structure and not covered by the end vertical, the ends of the horizontal rails near the end of the bridge shall be capped and ground smooth. If a toe plate is also specified, then the bottom horizontal rail may be modified to be used as a steel toe plate as specified. If a rub rail is also specified, then the top horizontal rail may be modified to be used as a steel rub rail as specified.

Each element of the pedestrian rail system shall be designed to support a uniformly applied load of 50 pounds per lineal foot, both transversely and vertically, acting simultaneously. In addition, each longitudinal element shall be designed to support a concentrated load of 200 pounds, which will act simultaneously with the above uniform loads at any point and in any direction at the top of the longitudinal element.

The posts of the pedestrian rail system shall be designed for a concentrated load applied at either the center of gravity of the upper longitudinal element or 60" above the top of the walkway, whichever is less. This concentrated load shall be equal to 200 pounds plus 0.05 times the post spacing in feet

Pipe Handrail:

A steel pipe handrail shall be installed on each side of the bridge, at a height of 3'-0" +/- 2" from the top of the deck to the top of the pipe handrail. The pipe shall be ASTM A53, Grade B, Schedule 40 pipe. The pipe shall be attached to handrail brackets which are then attached to the truss verticals. 1 1/4" diameter pipe shall be used unless the unsupported length exceeds 7'-0". If the truss vertical spacing is greater than the maximum unsupported length, mid-bay supports will be required. The ends of the pipe shall be capped with either a welded plate or a push-in cap. Pipe handrail shall be placed so as to provide a minimum 1 1/2" knuckle clearance from any surface.

The finish of the pipe handrail shall be: Painted Steel (color to be chosen by the Owner)

Expansion Joint:

The gap between the end of the bridge deck and the back wall of the foundation system be sized to accommodate bridge movements due to thermal expansion of the bridge over the design temperature range. The gaps shall be covered with a steel cover which attaches to the bridge and extends over the gap and onto the top of the foundation system back wall. The steel cover shall have its edges rounded or beveled at a 45-degree angle. A compression seal sized for movement and rated for pedestrian traffic may be used in place of the steel cover.

ITEM 995.02 (Continued)

BEARINGS

Bearing type and size shall be designed by the Bridge Manufacturer based on anticipated loads and movements. The Design Temperature Range will be site specific and will be determined per *AASHTO LRFD* Article 3.12.2 and *MassDOT Bridge Design Manual* Section 3.1.8.

Non-Shrink Grouting:

The bridge will be supplied with a lower setting plate. This setting plate shall be leveled and shimmed to the proper elevation. The space between the lower surface of the setting plate and the foundation surface shall be filled with a non-shrink grout capable of achieving a minimum compressive strength equal to or greater than the strength of the foundation concrete. The cost of the leveling, shimming, and non-shrink grout shall be the responsibility of the Contractor.

FOUNDATIONS

Foundation system shall utilize abutments as designed and detailed in the Contract Drawings in conjunction with the bridge bearing requirements and dimensions provided by the Bridge Manufacturer and the site-specific geotechnical information provided by the Geotechnical Engineer. All abutment dimensions and materials shall be shown on the final contract plans.

Anchor Bolts:

Bridge Manufacturer shall design the diameter and grade of anchor bolts, based on the shear and tensile strength of the anchor bolt material only. All design considerations regarding concrete breakout strength in shear and tension, pullout strength, concrete side-face blowout strength, concrete pry out strength, embedment depth, type of anchorage or any other concrete failure modes are the responsibility of the Foundation Engineer and shall be shown on the final contract plans. All anchor bolts shall be galvanized. The Foundation Engineer shall determine if the anchor bolts shall be cast-in-place, drilled/epoxy, or expansion anchors. Anchor bolts shall be provided and installed by the Contractor.

FABRICATION

Welding procedures and weld qualification test procedures shall conform to the provisions of *AWS D1.1*. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

Welders shall be qualified for each process and position used while fabricating the bridge. Qualification tests shall be in accordance with AWS D1.1. All weld qualifications and records shall be kept in accordance with the Fabricator's Quality Assurance Manual which has been approved and audited by AISC as the basis for certification.

Shop splices for main truss members shall be full penetration welds all around the perimeter of the member. These shop splices shall be performed using a full perimeter backing plate. After welding of the shop splices, the weld shall be ground smooth to match the perimeter of the member. Grinding these welds smooth is required and will be grounds for rejection of the bridge upon delivery if not completed.

ITEM 995.02 (Continued)

Shop splices for all horizontal rail components to be located at the centerline of the truss verticals, each end welded to the truss vertical and seal welded together. Exposed surface of the seal welds as seen from the deck shall be ground smooth.

Shop spliced for all horizontal stringers to be located at the centerline of the floor beams, each end welded to the floor beam and seal welded together.

For shipping purposes, the bridge may be fabricated in sections. Sections shall be field assembled using bolted connections. No field welding of members shall be allowed.

The chord members of the bridge shall be bolted such that at least two faces of the member are bolted. This is to provide reasonable force distribution around the perimeter of the member. Bolted splices shall be designed and fabricated such that the head of the bolt and washer are the only item exposed. No through-bolting of the member is allowed. The nuts of the fastener cannot be welded to the internal splice plate and shall be held in plate with a nut capture system per Patent US 10,267,345 B2 or equal.

The diagonals and brace diagonals shall be bolted utilizing a through-bolt system with plates on the exterior faces of the members. An internal stiffening plate is required to keep the member from crushing during the bolt tightening process.

All bolted connections are considered to be pretensioned or slip-critical connections. All bolts are to be pretensioned per the requirements of section 8.2 of the Specification for Structural Joints Using High-Strength Bolts. Recommended tightening method of all structural bolts shall be Turn-of-the-Nut Pretensioning.

QUALITY CONTROL

AISC Certification: The bridge shall be fabricated in a shop owned by the Bridge Manufacturer. This facility shall have up to date quality certification by AISC as Certified Bridge Fabricator - Advanced (Major) with Fracture Critical Endorsement and Complex Coating Endorsement (P1-Enclosed or P2-Covered).

Certified Weld Inspector: The Bridge Manufacturer shall employ at least two Certified Weld Inspectors (CWI), with endorsement by AWS QC1. At least one CWI shall be present during the complete fabrication of the bridge. The CWI shall provide written documentation that the bridge has been fabricated in accordance with these specifications and the approved design drawings.

Documentation: Material Certifications shall be available for review for all materials within the bridge. Traceability of heat numbers is required for all structural steel.

Documentation showing the performance of all critical quality checks shall also be made available for review by the Engineer or Owner.

ITEM 995.02 (Continued)

Non-Destructive Testing: All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish. All shop splices of main truss members shall be magnetic particle tested.

DELIVERY AND ERECTION

Delivery shall be made via truck to a location nearest the site which is accessible to normal over-the-road equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival. If the erection Contractor needs special delivery or delivery is restricted, they shall notify the Bridge Manufacturer prior to bid date. This includes site issues which may prevent over-the-road equipment from accessing the site. Steerable dollies are not used in the cost provided by the Bridge Manufacturer. Determining the length of bridge section which can be delivered is the responsibility of the Contractor and shall be communicated to the Bridge Manufacturer prior to the bid date.

Installation & Lifting Procedures: The Bridge Manufacturer will provide standard typical written procedures for lifting and splicing the bridge. All actual means, methods, equipment and sequence of erection used are the responsibility of the Contractor.

SEGMENTAL BLOCK RETAINING WALL

Work under this Item shall conform to the relevant provisions of Section M4 of the Standard Specifications and the following, for the construction of the segmental retaining wall supporting the approaches to the prefabricated steel truss pedestrian bridge.

DESCRIPTION

Work shall consist of furnishing materials, labor, equipment and supervision to install a segmental retaining wall system in accordance with plans and specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on plans.

REFERENCE STANDARDS

Segmental Retaining Wall Units:

1. ASTM C 140 – Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
2. ASTM C 1372 – Standard Specification for Dry-Cast Segmental Retaining Wall Units

Geosynthetic Reinforcement:

1. ASTM D 4595 – Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
2. ASTM D 5262 – Standard Test Method for Evaluating the Unconfined Tension Creep and Creep Rupture Behavior of Geosynthetics
3. ASTM D 5321 – Standard Test Method for Determining the Shear Strength of Soil-Geosynthetic and Geosynthetic-Geosynthetic Interfaces by Direct Shear

ITEM 995.02 (Continued)

4. ASTM D 5818 – Standard Practice for Exposure and Retrieval of Samples to Evaluate Installation Damage of Geosynthetics
5. ASTM D 6706 – Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil

Soils:

1. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
2. ASTM D 2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
3. ASTM D 422 – Standard Test Method for Particle-Size Analysis of Soils
4. ASTM D 4318 – Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
5. ASTM G 51 – Standard Test Method for Measuring pH of Soil for Use in Corrosion Testing

Drainage Pipe:

1. ASTM F 758 – Standard Specification for Smooth-Wall Polyvinyl Chloride (PVC) Plastic Underdrain Systems for Highway, Airport and Similar Drainage
2. **ASTM F 405** – Standard Specification for Corrugated Polyethylene (PE) Pipe and Fittings

Engineering Design:

1. “NCMA Design Manual for Segmental Retaining Walls,” 3rd Edition, 2009.

SUBMITTALS

Materials Submittals: The Contractor shall submit manufacturers' certifications two weeks prior to start of work stating that the SRW units and geosynthetic reinforcement meet the requirements of this specification.

Design Submittal: The Contractor shall submit two sets of detailed design calculations and final retaining wall plans for approval at least two weeks prior to the beginning of wall construction. All calculations and drawings shall be prepared and sealed by a professional engineer experienced in SRW design and licensed in the state of Massachusetts.

DELIVERY, STORAGE AND HANDLING

The Contractor shall check materials upon delivery to ensure that the specified type and grade of materials have been received and proper color and texture of SRW units have been received.

The Contractor shall store and handle materials in accordance with manufacturer's recommendations and in a manner to prevent deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping or other causes.

ITEM 995.02 (Continued)

The Contractor shall prevent excessive mud, wet concrete, epoxies and similar materials that may affix themselves from coming in contact with materials.

The Contractor shall protect materials from damage; no damaged material shall be incorporated into the segmental wall.

Geosynthetic shall be protected from UV exposure and the protective covering on geosynthetic shall remain until immediately before installation and shall be stored at temperatures above -10 degrees F.

MATERIALS

Segmental Retaining Wall (SRW) Units:

SRW units shall be machine-formed, Portland cement concrete blocks specifically designed for retaining wall applications. SRW units currently approved for this project are:

1. Color of SRW units shall be determined by the Town.
2. Finish of SRW units shall be split-face.
3. SRW unit faces shall be of straight geometry.
4. SRW unit height shall be 6 inches.
5. SRW units shall provide a minimum weight of 120 psf wall face area.
6. SRW units shall be solid through the full depth of the unit.
7. SRW units shall have a depth (front face to rear) to height ratio of 2:1, minimum. SRW units shall be capable of being erected with the horizontal gap between adjacent units not exceeding 1/8 inch.
8. SRW units shall be interlocked with connecting pins that provide 3/4-inch setback from unit below (yielding a 7-degree cant from vertical).
9. SRW units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the structure. Any cracks or chips observed during construction shall fall within the guidelines outlined in ASTM C 1372.
10. Concrete SRW units shall conform to the requirements of ASTM C 1372 and have a minimum net average 28 days compressive strength of 3000 psi. Compressive strength test specimens shall conform to the saw-cut coupon provisions of ASTM C 140.

ITEM 995.02 (Continued)

11. SRW units' molded dimensions shall not differ more than $\pm 1/8$ inch from that specified, as measured in accordance with ASTM C 140. This tolerance does not apply to architectural surfaces, such as split faces.

Segmental Retaining Wall Unit Connection Pins:

SRW units shall be interlocked with connection pins. The pins shall consist of glass-reinforced nylon made for the expressed use with the SRW units supplied.

Geosynthetic Reinforcement:

Geosynthetic reinforcement shall consist of high-tenacity PET geogrids, HDPE geogrids, or geotextiles manufactured for soil reinforcement applications. The type, strength and placement of the geosynthetic reinforcement shall be determined by procedures outlined in this specification and the "NCMA Design Manual for Segmental Retaining Walls" (3rd Edition, 2009), and materials shall be specified by Wall Design Engineer in their final wall plans and specifications. The manufacturers/suppliers of the geosynthetic reinforcement shall have demonstrated construction of similar size and types of segmental retaining walls on previous projects.

Geogrids:

The type, strength and placement of the reinforcing geosynthetic shall be as determined by the Wall Design Engineer, as shown on the final, P.E.-sealed retaining wall plans.

Leveling Pad:

Material for leveling pad shall consist of compacted sand, gravel, or combination thereof (USCS soil types GP, GW, SP and SW) and shall be a minimum of 6 inches in depth. Lean concrete with a strength of 200-300 psi and 3 inches thick maximum may also be used as a leveling pad material. The leveling pad should extend laterally at least a distance of 6 inches from the toe and heel of the lowermost SRW unit.

Drainage Aggregate:

Drainage aggregate shall be angular, clean stone or granular fill meeting the following gradation as determined in accordance with ASTM D 422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	75-100
No. 4	0-60
No. 40	0-50
No. 200	0-5

Drainage Pipe:

The drainage collection pipe shall be a perforated or slotted PVC, or corrugated HDPE pipe. The drainage pipe may be wrapped with a geotextile to function as a filter.

Drainage pipe shall be manufactured in accordance with ASTM F 405 or ASTM F 758.

ITEM 995.02 (Continued)

Reinforced Backfill Soil:

The reinforced soil material shall be free of debris. Unless otherwise noted on the final, P.E.-sealed, retaining wall plans prepared by the Wall Design Engineer, the reinforced material shall consist of the inorganic USCS soil types GP, GW, SW, SP and SM, meeting the following gradation, as determined in accordance with ASTM D 422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
No. 4	20-100
No. 40	0-60
No. 200	0-35

The maximum particle size of poorly-graded gravels (GP) (no fines) should not exceed 3/4 inch unless expressly approved by the Wall Design Engineer and the long-term design strength (LTDS) of the geosynthetic is reduced to account for additional installation damage from particles larger than this maximum.

The plasticity of the fine fraction shall be less than 20.

The pH of the backfill material shall be between 3 and 9 when tested in accordance with ASTM G 51.

Geotextile Filter:

Drainage geotextile shall consist of geosynthetic specifically manufactured for use as a preambled soil filter that retains soil while still allowing water to pass throughout the life of the structure. The type and placement of the geotextile filter material shall be as required by the Wall Design Engineer in their final wall plans and specifications.

DESIGN PARAMETERS

Soil:

The following soil parameters, as determined by the Geotechnical Engineer, shall be used for the preparation of the final design:

	Unit Weight (γ) (pcf)	Internal Friction Angle (ϕ) (degrees)	Cohesion (c) (psf)
Reinforced Fill	125	35	0
Retained Soil	125	35	0
Foundation Soil	125	30	0

Should the actual soil conditions observed during construction differ from those assumed for the design, design shall be reviewed by the Wall Design Engineer at the Geotechnical Engineer's direction.

ITEM 995.02 (Continued)

Design:

The design analysis for the final, P.E.-sealed retaining wall plans prepared by the Wall Design Engineer shall consider the external stability against sliding and overturning, internal stability and facial stability of the reinforced soil mass, and shall be in accordance with acceptable engineering practice and these specifications. The internal and external stability analysis shall be performed in accordance with the "NCMA Design Manual for Segmental Retaining Walls," (3rd Edition, 2009), using the recommended minimum factors of safety in this manual.

External stability analysis for bearing capacity, global stability, and total and differential settlement shall be the responsibility of the Owner and the Owner's Geotechnical Engineer. The Geotechnical Engineer shall perform bearing capacity, settlement estimates, and global stability analysis based on the final wall design provided by the Wall Design Engineer and coordinate any required changes with the Wall Design Engineer.

While vertical spacing between geogrid layers may vary, it shall not exceed 2.0 feet maximum in the wall design.

The geosynthetic placement in the wall design shall have 100% continuous coverage parallel to the wall face. Gapping between horizontally adjacent layers of geosynthetic (partial coverage) will not be allowed.

CONSTRUCTION

Inspection:

The Owner or Owner's Engineer is responsible for verifying that the materials supplied by the Contractor meet all the requirements of the specification. This includes all submittals for materials and design, qualifications and proper installation of wall system.

Contractor's field construction supervisor shall have demonstrated experience and be qualified to direct all work at the site.

Excavation:

Contractor shall excavate to the lines and grades shown on the project grading plans. Contractor shall take precautions to minimize over-excavation. Over-excavation shall be filled with compacted infill material, or as directed by the Wall Design Engineer, at the Contractor's expense.

Contractor shall verify location of existing structures and utilities prior to excavation. Contractor shall ensure all surrounding structures are protected from the effects of wall excavation. Excavation support, if required, is the responsibility of the Contractor.

ITEM 995.02 (Continued)

Foundation Preparation:

Following the excavation, the foundation soil shall be examined by the Owner's Engineer to assure actual foundation soil strength meets or exceeds the assumed design bearing strength. Soils not meeting the required strength shall be removed and replaced with infill soils, as directed by the Owner's Geotechnical Engineer.

Foundation soil shall be proof-rolled and compacted to 95% standard Proctor density and inspected by the Owner's Geotechnical Engineer prior to placement of leveling pad materials.

Leveling Pad Construction

Leveling pad shall be placed as shown on the final, P.E.-sealed retaining wall plans with a minimum thickness of 6 inches. The leveling pad should extend laterally at least a distance of 6 inches from the toe and heel of the lowermost SRW unit.

Granular leveling pad material shall be compacted to provide a firm, level bearing surface on which to place the first course of units. Well-graded sand can be used to smooth the top 1/4 inch to 1/2 inch of the leveling pad. Compaction will be with mechanical plate compactors to achieve 95% of maximum standard Proctor density (ASTM D 698).

SRW Unit Installation

All SRW units shall be installed at the proper elevation and orientation as shown on the final, P.E.-sealed wall plans and details or as directed by the Wall Design Engineer. The SRW units shall be installed in general accordance with the manufacturer's recommendations. The specifications and drawings shall govern in any conflict between the two requirements.

1. The first course of SRW units shall be placed on the leveling pad. The units shall be leveled side-to-side, front-to-rear and with adjacent units, and aligned to ensure intimate contact with the leveling pad. The first course is the most important to ensure accurate and acceptable results. No gaps shall be left between the front of adjacent units. Alignment may be done by means of a string line or offset from base line to the back of the units.
2. All excess debris shall be cleaned from top of units and the next course of units installed on top of the units below.
3. Two connection pins shall be inserted through the pin holes of each upper-course unit into receiving slots in lower-course units. Pins shall be fully seated in the pin slot below. Units shall be pushed forward to remove any looseness in the unit-to-unit connection.
4. Prior to placement of next course, the level and alignment of the units shall be checked and corrected where needed.

ITEM 995.02 (Continued)

5. Layout of curves and corners shall be installed in accordance with the wall plan details or in general accordance with SRW manufacturer's installation guidelines. Walls meeting at corners shall be interlocked by overlapping successive courses.
6. Procedures 1 through 5 shall be repeated until reaching top of wall units, just below the height of the cap units. Geosynthetic reinforcement, drainage materials, and reinforced backfill shall be placed in sequence with unit installation as described in Section 4.06, 4.07 and 4.08.

Geosynthetic Reinforcement Placement:

All geosynthetic reinforcement shall be installed at the proper elevation and orientation as shown on the final P.E.-sealed retaining wall plan profiles and details, or as directed by the Wall Design Engineer.

At the elevations shown on the final plans, (after the units, drainage material and backfill have been placed to this elevation) the geosynthetic reinforcement shall be laid horizontally on compacted infill and on top of the concrete SRW units, to within 1 inch of the front face of the unit below. Embedment of the geosynthetic in the SRW units shall be consistent with SRW manufacturer's recommendations. The correct orientation of the geosynthetic reinforcement shall be verified by the Contractor to be in accordance with the geosynthetic manufacturer's recommendations. The highest-strength direction of the geosynthetic must be perpendicular to the wall face.

Geosynthetic reinforcement layers shall be one continuous piece for their entire embedment length. Splicing of the geosynthetic in the design-strength direction (perpendicular to the wall face) shall not be permitted. Along the length of the wall, horizontally adjacent sections of geosynthetic reinforcement shall be butted in a manner to assure 100% coverage parallel to the wall face.

Tracked construction equipment shall not be operated directly on the geosynthetic reinforcement. A minimum of 6 inches of backfill is required prior to operation of tracked vehicles over the geosynthetic. Turning should be kept to a minimum. Rubber-tired equipment may pass over the geosynthetic reinforcement at slow speeds (less than 5 mph).

The geosynthetic reinforcement shall be free of wrinkles prior to placement of soil fill. The nominal tension shall be applied to the reinforcement and secured in place with staples, stakes or by hand tensioning until reinforcement is covered by 6 inches of fill.

Drainage Aggregate and Drainage Material Placement:

Drainage aggregate shall be installed to the line, grades and sections shown on the final P.E.-sealed retaining wall plans. Drainage aggregate shall be placed to the minimum thickness shown on the construction plans between and behind units (a minimum of 1 cubic foot for each exposed square foot of wall face unless otherwise noted on the final wall plans).

ITEM 995.02 (Continued)

Drainage collection pipes shall be installed to maintain gravity flow of water outside the reinforced-soil zone. The drainage collection pipe shall be installed at the locations shown on the final construction drawings. The drainage collection pipe shall daylight into a storm sewer or along a slope, at an elevation below the lowest point of the pipe within the aggregate drain. Drainage laterals shall be spaced at a maximum 50-foot spacing along the wall face.

Backfill Placement:

The reinforced backfill shall be placed as shown in the final wall plans in the maximum compacted lift thickness of 8 inches and shall be compacted to a minimum of 95% of standard Proctor density (ASTM D 698) at a moisture content within -1% point to +3% points of optimum. The backfill shall be placed and spread in such a manner as to eliminate wrinkles or movement of the geosynthetic reinforcement and the SRW units.

Only hand-operated compaction equipment shall be allowed within 3 feet of the back of the wall units. Compaction within the 3 feet behind the wall units shall be achieved by at least three passes of a lightweight mechanical tamper, plate, or roller.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing and reinforced backfill to direct water runoff away from the wall face.

At completion of wall construction, backfill shall be placed level with final top of wall elevation. If final grading, paving, landscaping and/or storm drainage installation adjacent to the wall is not placed immediately after wall completion, temporary grading and drainage shall be provided to ensure water runoff is not directed at the wall nor allowed to collect or pond behind the wall until final construction adjacent to the wall is completed.

SRW Caps:

SRW caps shall be properly aligned and glued to underlying units with a flexible, high-strength concrete adhesive. Rigid adhesive or mortar are not acceptable.

Caps shall overhang the top course of units by 3/4 inch to 1 inch. Slight variation in overhang is allowed to correct alignment at the top of the wall.

ITEM 995.02 (Continued)

Construction Adjacent to Completed Wall:

The Owner or Owner's Representative is responsible for ensuring that construction by others adjacent to the wall does not disturb the wall or place temporary construction loads on the wall that exceed design loads, including loads such as water pressure, temporary grades, or equipment loading. Heavy paving or grading equipment shall be kept a minimum of 3 feet behind the back of the wall face. Equipment with wheel loads in excess of 150 psf live load shall not be operated within 10 feet of the face of the retaining wall during construction adjacent to the wall. Care should be taken by the General Contractor to ensure water runoff is directed away from the wall structure until final grading and surface drainage collection systems are completed.

BASIS OF PAYMENT

Within ten (10) days after the award of the Contract, the Contractor shall submit, in duplicate, for the approval of the Engineer, a schedule of quantities and unit prices for the major components of the bridge structure as listed below. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 995.02 and no further compensation will be allowed.

Sub Item.	DESCRIPTION	UNIT
820.	PEDESTRIAN BRIDGE LIGHTING	LS
901.	4000 PSI, 1.5 INCH, 565 CEMENT CONCRETE	CY
904.	4000 PSI, ¾ INCH, 610 CEMENT CONCRETE	CY
910.	STEEL REINFORCEMENT FOR STRUCTURES	LB
995.	PEDESTRIAN BRIDGE SUPERSTRUCTURE	LS
995.1	PEDESTRIAN BRIDGE RETAINING WALL	LS

Total Lump Sum Price for Item 995.02 =

The above schedule applies only to the Pedestrian Bridge. Payment for similar materials and construction at locations other than at this bridge structure shall not be included under this Item. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature. Any component not covered in these special provisions, but shown on the plans, shall be included in the Contract Lump Sum Bid Price for Item 995.02.

ITEM 997.**MATERIALS TESTING****ALLOWANCE****CONSTRUCTION METHODS**

The Contractors shall use a certified materials testing laboratory to perform material testing during construction as described herein. The Contractor shall schedule and coordinate all testing directly through the approved testing agency. In the event of a cancellation, the Contractor shall notify the testing agency so as to avoid any cancellations per the agency's cancellation policy. The Town of Upton shall not reimburse the Contractor for any charges incurred as a result of the Contractor's failure to provide sufficient notice. The following tests are required as part of the work

Concrete testing:

One complete set of tests is required each day that concrete is poured. For days in which more than 50 cubic yards of concrete is poured, one additional set of tests shall be performed for each additional 50 cubic yards or part thereof. The following set of tests shall be performed by a certified representative of the testing agency.

- Temperature
- Slump (AASHTO T 119)
- Air content (AASHTO T 152)
- Making and curing concrete cylinders (4" x 8" or 6" x 12") (AASHTO T 23)
- Concrete cylinder strength (AASHTO T 22)

Compaction testing:

Backfill for structures and gravel borrow for bridge foundations shall be monitored during installation for proper compaction by a certified representative of the testing agency. The subbase, dense graded crushed stone, and gravel borrow areas called out on the plans to be used for full depth roadway reconstruction shall be monitored during installation for proper compaction by a certified representative of the testing agency. Compaction shall be not less than 95% of the laboratory maximum dry density as determined by AASHTO T 180. Density and moisture content shall be determined by nuclear density methods (AASHTO T 310). Density testing shall be performed on alternating layers of material.

BASIS OF PAYMENT

The Contractor shall be responsible for paying the testing agency for the services performed. The Town will reimburse, from the Materials Testing line item, the Contractor for those costs upon submission by the Contractor of evidence that the testing agency was paid. There shall be no mark-up allowed for Contractor overhead, profit, or other costs. The Contractor shall only be reimbursed the actual invoiced cost for the testing services performed.

ITEM 999.3**UNIFORMED TRAFFIC/SAFETY PATROLMEN****ALLOWANCE**

The Contractor shall use uniformed police details for traffic control as directed by the Chief of Police or the Engineer. The Contractor shall schedule all details directly through the Police Department within a 24 hour notice. A minimum of two hours' notice is required for any detail cancellation. The Contractor shall notify the Town of Upton Commissioner of Public Works, with a minimum of two hours' notice, if they cannot contact the Police Department with a cancellation. The Town of Upton shall not reimburse the Contractor for any charges incurred as a result of the Contractor's failure to provide sufficient notice.

Payment:

The Contractor shall be responsible for paying the detail officers for the time worked. Based on the number of hours worked by the detail officer, the Town will reimburse, from the Uniformed Traffic/Safety Patrolmen line item, the Contractor for those costs upon submission by the Contractor of evidence that the Detail Officers were paid. There shall be no mark-up allowed for Contractor overhead, profit, or other costs. The Contractor shall only be reimbursed the actual invoiced cost for the Detail Officer.

END OF DOCUMENT
