

***Miller Brook Culvert  
Replacement Project***

***ADAMS BID #26-002***

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Prepared for **Town of Adams**

Prepared by **Vanasse Hangen Brustlin, Inc.**  
**Worcester, Massachusetts**

6/18/26

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Engineer

Date



## TABLE OF CONTENTS

	<u>PAGE</u>
<b>TABLE OF CONTENTS</b>	i
<b>INVITATION TO BID</b>	IB-1
<b>INFORMATION FOR BIDDERS</b>	IB-2 to IB-4
<b>BID FORMS</b>	
Bid Form	BF-1
Bid Bond (with Power of Attorney, if applicable)	BF-2 to BF-3
Non-Collusive Affidavit	BF-4
Non-discrimination Affidavit	BF-5
Certification of Bidder Regarding Equal Employment Opportunity	BF-6
State Tax Affidavit	BF-7
Supplemental Form for General Bid	BF-8 to BF-16
<b>CONTRACT FORMS</b>	
Agreement	CF-1 to CF-3
Performance and Maintenance Bond & Certification as to Corporate Principal	CF-4 to CF-5
Labor and Materials Bond & Certification as to Corporate Principal	CF-6 to CF-7
Notice of Award	CF-8
Notice to Proceed	CF-9
Application for Payment	CF-10
Change Order	CF-11
Certificate of Substantial Completion	CF-12
Statement of Compliance	CF-13
Certificate of Final Acceptance	CF-14
<b>GENERAL CONDITIONS OF CONTRACT</b>	
Standard General Conditions of the Construction Contract	1 to 44
Exhibit GC-A	GC-A1 to GC-A2
Supplemental Conditions	SC-1 to SC-20
<b>SPECIAL PROVISIONS</b>	SP-1 to SP-68
<b>DOC 00811-MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT MIXTURES</b>	
<b>DOC 00812-MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL &amp; GASOLINE</b>	
<b>DOC 00814-MONTHLY PRICE ADJUSTMENT FOR PORTLAND CEMENT</b>	
<b>DAVIS BACON WAGE DETERMINATIONS</b>	
Prevailing Wage Rates	DB-1 to DB-10
<b>MASSACHUSETTS PREVAILING WAGE RATES</b>	
Prevailing Wage Rates	1 to 32
<b>ORDER OF CONDITIONS</b>	1 to 13

# **INVITATION TO BID**

## **INVITATION FOR BIDS**

The Town of Adams, Massachusetts, acting through its Community Development Department, invites sealed bids for:

### **MILLER BROOK CULVERT REPLACEMENT PROJECT**

The work under this contract consists of removing/ filling the existing 272-foot failed culvert and portions of existing channel; installing new three-sided and four-sided culverts on borrow foundations; making improvements to the adjacent diversion channel and installing new closed drainage system; installing fence, guardrail, bollards and gates; repaving the driveway and parking lot of 17 Jordan Street, landscaping, and other incidental work.

Bid documents, including Plans and Specifications for the proposed work, may be obtained electronically on or after June 11, 2026 by contacting the Community Development Department at 413-743-8300 x127 or via email at [kbelanger@town.adams.ma.us](mailto:kbelanger@town.adams.ma.us). **Bids will be accepted at the Town Administrator's Office, 8 Park Street, 2nd Floor, Adams, MA 01220 until 3:00 PM Thursday, July 16, 2026**, at which time they will be publicly opened and read.

Contact the Design Engineer, Vanasse Hangen Brustlin, Inc, hereinafter referred to as VHB, with questions regarding plans and specifications. Bidder questions shall be emailed to [cchampeau@vhb.com](mailto:cchampeau@vhb.com) and [dcesan@town.adams.ma.us](mailto:dcesan@town.adams.ma.us) and must be received by the end of business on July 1, 2026. No telephone calls will be accepted, as bidder questions must be in writing.

MassDOT prequalification of contractors with the class of work as "Bridge – Culverts" for the project with an estimated value of \$3,150,740 will be required. Bids received by Contractors not on the official contractor list issued by the MassDOT Prequalification Office will not be considered qualified, unless a waiver is granted by MassDOT.

Wage Rates are subject to the minimum wage rates per MGL c. 30, §39M and Federal Labor Standard Provisions 29 CFR 5.5. A bid bond or certified check in the amount of five percent (5%) of the total bid must accompany the bid. Bidders must use the approved bid form and mark: "**ADAMS BID #26-002: MILLER BROOK CULVERT REPLACEMENT PROJECT**" on the outside of the sealed envelope. A bid bond or certified check in the amount of five percent (5%) of the total bid must accompany the bid.

The Town of Adams reserves the right to waive any informality and to reject any or all bids if deemed to be in the best interest of the Town. Minority and Woman-owned businesses are encouraged to submit bids. All bids will receive consideration without regard to race, color, religion, national origin, sex, age, sexual orientation, or disability. The Town is an Affirmative Action/Equal Opportunity Employer.

Funding for this project is provided by the Massachusetts Emergency Management Agency's Hazard Mitigation Grant Program ("HMGP"), Project #HMGP-4372-6R and Town of Adams funds.

## **INFORMATION FOR BIDDERS**

**INFORMATION FOR BIDDERS**  
**MILLER BROOK CULVERT REPLACEMENT PROJECT**

1. Receipt of Bids:

The Town of Adams, through its Community Development Department, herein called the "TOWN", invites bids on the forms attached hereto, within which all blanks must be completed. Sealed bids for the Miller Brook Culvert Replacement Project will be accepted at the Town Administrator's Office, 8 Park Street, 2<sup>nd</sup> Floor, Adams, Massachusetts 01220 **until 3:00 PM on July 16, 2026**, at which time they will be publicly opened and read aloud. All bids must be in sealed envelopes; bidders must use the approved bid form and mark: "**ADAMS BID #26-002: MILLER BROOK CULVERT REPLACEMENT PROJECT**" on the outside of the sealed envelope.

2. Contractor Qualifications:

The Contractor shall be pre-qualified and approved in BRIDGE - CULVERTS by the Commonwealth of Massachusetts for the estimated construction cost, unless a waiver is granted by the Massachusetts Department of Transportation.

3. Basis of Award:

The Contract shall be awarded according to the sole discretion of the TOWN. Award shall be based upon, but not limited to, cost, experience, proposed methods of operations, and the most responsive and responsible bidder. The TOWN reserves the right to reject all proposals or take other action deemed to be in the best interest of the TOWN. Conditional proposals will not be accepted. Bids shall remain valid and may not be withdrawn for a period of sixty (60) calendar days from the date of bid opening, during which time the TOWN may make an award.

4. Time of Completion:

Time of Substantial Completion for all on-site work is set at **180** calendar days after the project initiation date stipulated in the Notice to Proceed, unless otherwise specified by TOWN or ENGINEER.

Time of final completion of all Work shall be completed by **April, 2027**.

Liquidated damages in the amount of **\$300 per day** will be assessed for each day beyond both the Substantial and Final Completion dates.

5. Conditions of Work:

Each CONTRACTOR must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the successful CONTRACTOR of their obligation to furnish all the labor, materials and equipment necessary to carry out the Work under this Contract. The CONTRACTOR is expected to examine the site and the site information contained herein and then, based upon their own inspections and interpretations, decide the character of the work, material to be encountered and excavated, the difficulties or obstacles likely to be encountered, and other conditions affecting the Work.

6. Security for Faithful Performance:

Simultaneously with delivery of the executed contract, the CONTRACTOR shall furnish a labor & materials and performance bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized bonding company satisfactory to the TOWN and shall insure damages in the full amount of the contract price.

7. Power of Attorney:

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

8. Laws and Regulations:

The CONTRACTOR'S attention is directed to the fact that all applicable Federal laws, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract as if they were written out in full. Bidder warrants and represents that it has read and is familiar with all such requirements.

9. Guarantee:

The CONTRACTOR guarantees the work under this Contract and the materials furnished by them, in addition to any manufacturers' warranties, for use in connection therewith to be free from defects or flaws for one (1) year after the completion of the Contract, and guarantees for a term of one (1) year from the date of final acceptance of the work by the TOWN to maintain the stability of all materials, equipment or workmanship and such work shall be performed to the satisfaction of the TOWN and/or ENGINEER.

If at any time within said guarantee period, any part of the work constructed under the terms of this contract shall, in the opinion of the TOWN and/or ENGINEER, require repair or replacement due to defective work or materials furnished by the CONTRACTOR, the ENGINEER may notify the CONTRACTOR in writing to make the required work and repairs and the CONTRACTOR shall perform the same promptly. If they shall not do so, the TOWN may do it and charge the CONTRACTOR. It is expressly understood, however, that these guaranteed provisions shall not absolve the CONTRACTOR from any liability to the TOWN arising out of a failure to substantially complete the work in accordance with the plans and specifications.

10. Equal Employment Opportunity Requirements

The CONTRACTOR must comply with all applicable Equal Employment Opportunity requirements of all federal, state and local, laws, regulations, and ordinances.

## 11. Bid Submittal Requirements

The Bidder must submit all of the following documents and forms to be considered responsive to this invitation to bid. Failure to submit all required documents and forms may invalidate the Bid.

- Bid Form
- Bid Bond (with Power of Attorney, if applicable)
- Non-Collusive Affidavit
- State Tax Affidavit
- Nondiscrimination Affidavit
- Certification of Bidder Regarding Equal Employment Opportunity
- Supplemental Form for General Bid

## 12. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. 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.

Every request for such interpretation should be in writing (either written or email) addressed to Vanasse Hangen Brustlin 120 Front Street, Worcester, MA 01608 Attention: Christine Champeau, P.E. (email [cchampeau@vhb.com](mailto:cchampeau@vhb.com)). To be given consideration, requests must be received at least eight 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 Contract Documents which, when issued, will be sent via e-mail to all prospective bidders (at the respective address furnished by them for such purposes), no later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

**All Bidders must provide a clearly written and valid e-mail address at the time they obtain the Bid Documents. Failure to supply a valid e-mail address may, at the Town's discretion, disqualify the contractor's bid.**

## **BID FORMS**

# BID FORM

**Project:** ADAMS BID #26-002  
MILLER BROOK CULVERT REPLACEMENT PROJECT  
Adams, Massachusetts

To the Awarding Authority:

- A. The Undersigned proposes to furnish all labor and materials required for the Miller Brook Culvert Replacement Project in Adams, Massachusetts, in accordance with the accompanying plans and specifications prepared by VHB, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda numbered \_\_\_\_\_
- C. The proposed contract price is \_\_\_\_\_ dollars  
( \$ \_\_\_\_\_ )  
For alternate No.  1  Add \$ \_\_\_\_\_  
For alternate No.  2  Add \$ \_\_\_\_\_
- D. The undersigned agrees that, if he/she is selected as general contractor, he/she will within five days, Saturday, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and make without collusion or fraud with any other person. As used in this subsection 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 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 regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

By \_\_\_\_\_  
(Name of Person Signing Bid and Title)

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

\_\_\_\_\_  
(City and State)

(If a corporation, attach to each signed Contract a notarized copy of the corporate vote authorizing the signatory to sign this Contract.)

**BID BOND**

**Project: ADAMS BID #26-002**  
**MILLER BROOK CULVERT REPLACEMENT PROJECT**  
**Adams, Massachusetts**

KNOW ALL MEN BY THESE PRESENTS, that I/we the undersigned \_\_\_\_\_  
, \_\_\_\_\_ hereinafter referred to as the "PRINCIPAL", and \_\_\_\_\_ a  
corporation organized under the laws of the State of or Commonwealth of \_\_\_\_\_, and authorized to  
transact business in the Commonwealth of Massachusetts as the "SURETY," are held and firmly bound unto  
the TOWN of ADAMS, a municipal corporation in the Commonwealth of Massachusetts, hereinafter referred to  
as the "MUNICIPALITY," in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, successors, and  
assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT

WHEREAS the PRINCIPAL has submitted the accompanying bid, dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the PRINCIPAL shall not withdraw said bid within the period specified therein after the  
opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within  
the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are  
presented to him for signature, enter into a WRITTEN CONTRACT with the MUNICIPALITY in accordance  
with the BID as accepted and give bond with good and sufficient surety or sureties, as may be required for the  
faithful performance and proper fulfillment of such CONTRACT; or in the event of the withdrawal of said BID  
within the period specified, or the failure to enter into such CONTRACT and each such bond within the time  
specified, if the PRINCIPAL shall pay the MUNICIPALITY the difference between the amount specified in said  
BID and the amount for which the MUNICIPALITY may procure the required work or supplies or both. If the  
latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain  
in full force and virtue.

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_

PARTNERSHIP PRINCIPAL  
Business Address  
(SEAL)

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

CORPORATE PRINCIPAL  
Business Address

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals  
this day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party hereto affixed and these  
presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

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

INDIVIDUAL PRINCIPAL  
Business Address  
(SEAL)

By \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL)

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

CORPORATE SURETY  
Business Address

By \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

(CORPORATE SEAL)

**CERTIFICATION AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, Certify that I am the Secretary of the Corporation named as PRINCIPAL in the within BOND; that \_\_\_\_\_ who signed said BOND on behalf of the PRINCIPAL was then \_\_\_\_\_ of said corporation; and that I know his/her signature, and his/her signature is genuine; and that said BOND was duly signed, sealed and attested to for, and in behalf of, said corporation by authority of this governing body.

\_\_\_\_\_

(CORPORATE SEAL)

TITLE \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

**Project:**        **ADAMS BID #26-002**  
                      **MILLER BROOK CULVERT REPLACEMENT PROJECT**  
                      **Adams, Massachusetts**

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The undersigned being duly sworn, deposes and states that he/she is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

\_\_\_\_\_  
Name of bidder as appearing in submitted proposal

\_\_\_\_\_  
Address of bidder (including Zip Code)

\_\_\_\_\_  
Telephone number of bidder

\_\_\_\_\_  
Social Security or Federal ID #

and certifies, UNDER PENALTIES OF PERJURY, that to the best of his/her knowledge and belief, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. It is understood that the signing of this AFFIDAVIT is applicable to all projects for which bids are being submitted in a multi-bid proposal.

Signed under penalties of perjury

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

# NON-DISCRIMINATION AFFIDAVIT

**Project:** ADAMS BID #26-002  
MILLER BROOK CULVERT REPLACEMENT PROJECT  
Adams, Massachusetts

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The undersigned being duly sworn, deposes and states that he/she is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

\_\_\_\_\_  
Name of bidder as appearing in submitted proposal

\_\_\_\_\_  
Address of bidder (including Zip Code)

\_\_\_\_\_  
Telephone number of bidder

\_\_\_\_\_  
Social Security or Federal ID #

and certifies, UNDER PENALTIES OF PERJURY, that to the best of his/her knowledge and belief, said bidder has not, either directly or indirectly, discriminated against any employee or applicant for employee because of his/her race, color, religion, national origin, sex, sexual orientation, age, mental or physical disability. Additionally, bidder has complied with all provisions and requirements of the Equal Opportunity, Antidiscrimination and Affirmative Action Programs.

Signed under penalties of perjury

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)

### Instructions

This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub contract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### Certification by Bidder

Name and Address of Bidder (include zip code)

1. Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Compliance Reports were required to be filed in connection with such contract or sub contract.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257).

Yes \_\_\_\_\_ No \_\_\_\_\_ None Required \_\_\_\_\_

4. Have you ever been or are you being considered for sanction due to a violation of Executive Order 11246, as amended?

Yes \_\_\_\_\_ No \_\_\_\_\_

Name and Title of Signer (please type)

Signature

Date

# STATE TAX AFFIDAVIT

Project: ADAMS BID #26-002  
MILLER BROOK CULVERT REPLACEMENT PROJECT  
Adams, Massachusetts

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The undersigned being duly sworn, deposes and states that he/she is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

\_\_\_\_\_  
Name of bidder as appearing in submitted proposal

\_\_\_\_\_  
Address of bidder (including Zip Code)

\_\_\_\_\_  
Telephone number of bidder

\_\_\_\_\_  
Social Security or Federal ID #

and certifies, UNDER PENALTIES OF PERJURY, pursuant to MGL Chapter 62C, Section 49A, that to the best of his/her knowledge and belief, said bidder has filed all Federal and Massachusetts tax returns and paid all Federal and Massachusetts taxes required by law.

Signed under penalties of perjury

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

## **Supplemental Form For General Bid**



## Supplemental Form for General Bid BASE BID

Project: Miller Brook Culvert Replacement  
Location: Adams, MA

Date: 6/2/2026

Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
** 101.	0.3	CLEARING AND GRUBBING at _____ PER ACRE				
* 115.1	1	DEMOLITION OF EXISTING CULVERT at _____ PER LUMP SUM				
120.	240	EARTH EXCAVATION at _____ PER CUBIC YARD				
* 127.2	35	REMOVAL AND DISPOSAL OF EXISTING REINFORCED CONCRETE DEBRIS at _____ PER CUBIC YARD				
** 140	1,470	BRIDGE EXCAVATION at _____ PER CUBIC YARD				
141.	100	CLASS A TRENCH EXCAVATION at _____ PER CUBIC YARD				
144	80	CLASS B ROCK EXCAVATION at _____ PER CUBIC YARD				

Carried Forward

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Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
150.	120	ORDINARY BORROW at _____ PER CUBIC YARD				
151.	140	GRAVEL BORROW at _____ PER CUBIC YARD				
151.2	400	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES at _____ PER CUBIC YARD				
156.	250	CRUSHED STONE at _____ PER TON				
156.1	350	CRUSHED STONE FOR BRIDGE FOUNDATIONS at _____ PER TON				
170.	630	FINE GRADING AND COMPACTING - SUBGRADE AREA at _____ PER SQUARE YARD				
201.	1	CATCH BASIN at _____ PER EACH				
209.1	1	DROP INLET, TYPE DF at _____ PER EACH				
220.	1	DRAINAGE STRUCTURE ADJUSTED at _____ PER EACH				
* 222.3	4	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD at _____ PER EACH				

Carried Forward

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Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
224.12	1	12 INCH HOOD at _____ PER EACH				
244.12	20	12 INCH REINFORCED CONCRETE PIPE CLASS V at _____ PER FOOT				
443.	3	WATER FOR ROADWAY DUST CONTROL at _____ PER MGL (THOUSAND GALLON)				
452.	95	ASPHALT EMULSION FOR TACK COAT at _____ PER GALLON				
453.	470	HMA JOINT SEALANT at _____ PER FOOT				
460.22	68	SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5) at _____ PER TON				
460.31	68	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5) at _____ PER TON				
509.	20	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT at _____ PER FOOT				
* 622.12	65	STEEL BACKED WOOD GUARDRAIL, TL-2 (SINGLE FACED) at _____ PER FOOT				
* 627.84	2	STEEL BACKED WOOD GUARDRAIL END TREATMENTS, TL-2 at _____ PER EACH				

Carried Forward

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Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
644.048	160	48 INCH CHAIN LINK FENCE (SPRING TENSION WIRE) (LINE POST OPTION)  at _____ PER FOOT				
645.072	105	72 INCH CHAIN LINK FENCE (PIPE TOP RAIL) (LINE POST OPTION)  at _____ PER FOOT				
* 646.096	225	96 INCH CHAIN LINK FENCE (PIPE TOP RAIL) (LINE POST OPTION WITH SLATS)  at _____ PER FOOT				
650.072	15	72 INCH CHAIN LINK GATE WITH GATE POSTS  at _____ PER FOOT				
652.048	4	48 INCH CHAIN LINK FENCE END POST  at _____ PER EACH				
652.072	14	72 INCH CHAIN LINK FENCE END POST  at _____ PER EACH				
* 652.1	1	SWING GATE  at _____ PER EACH				
* 657.	110	TEMPORARY FENCE  at _____ PER FOOT				
* 657.5	130	TEMPORARY FENCE REMOVED AND RESET  at _____ PER FOOT				
* 665.072	60	72 INCH STOCKADE FENCE  at _____ PER FOOT				

Carried Forward

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Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
** 669.	340	FENCE REMOVED AND STACKED at _____ PER FOOT				
** 670.	80	FENCE REMOVED AND RESET at _____ PER FOOT				
690.	10	STONE MASONRY WALL REMOVED AND REBUILT IN CEMENT MORTAR at _____ PER CUBIC YARD				
* 697.1	2	SILT SACK at _____ PER EACH				
* 697.2	30	FLOATING SILT FENCE at _____ PER FOOT				
* 698.3	120	GEOTEXTILE FABRIC FOR SEPARATION at _____ PER SQUARE YARD				
701.1	25	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS at _____ PER SQUARE YARD				
* 707.81	20	STEEL BOLLARD WITH CHAINS at _____ PER EACH				
751.1	200	LOAM FOR LAWNS at _____ PER CUBIC YARD				
765.	1,360	SEEDING at _____ PER SQUARE YARD				
* 767.121	320	SEDIMENT CONTROL BARRIER at _____ PER FOOT				

Carried Forward

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Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
* 767.731	1,000	JUTE MESH EROSION CONTROL FABRIC at _____ PER SQUARE YARD				
* 772.032	42	ARBORVITAE 2-3 FEET at _____ PER EACH				
** 776.524	3	MAPLE - RED - ARMSTRONG 2-2.5 INCH CALIPER at _____ PER EACH				
852.	40	SAFETY SIGNING FOR TRAFFIC MANAGEMENT at _____ PER SQUARE FOOT				
853.1	4	PORTABLE BREAKAWAY BARRICADE TYPE III at _____ PER EACH				
853.2	20	TEMPORARY BARRIER (TL-2) at _____ PER FOOT				
904.3	4	5000 PSI, 3/4 INCH, 685 HP CEMENT CONCRETE at _____ PER CUBIC YARD				
910.1	600	STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED at _____ PER POUND				
* 950.1	1	TEMPORARY SHORING at _____ PER LUMP SUM				
986.	50	MODIFIED ROCKFILL at _____ PER TON				
* 991.11	c	CONTROL OF WATER at _____ PER LUMP SUM				

Carried Forward

--	--	--	--

Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Brought Forward				
* 995.011	1	PRECAST CONCRETE CULVERT STRUCTURE at _____ PER LUMP SUM				
* 999.	1	TEMPORARY ACCESSIBLE PARKING SPACE at _____ PER LUMP SUM				

**Total Base Bid =**

--	--

**Total Base Bid (in words below) =**

---



## Supplemental Form for General Bid BID ALTERNATE 1

Project: Miller Brook Culvert Replacement  
Location: Adams, MA

Date: 6/2/2026

Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
* 127.1	4	REINFORCED CONCRETE EXCAVATION at _____ PER CUBIC YARD				
904.3	4	5000 PSI, 3/4 IN, 685 HP CEMENT CONCRETE at _____ PER CUBIC YARD				
910.1	600	STEEL REINFORCEMENT FOR STRUCTURES - EPOXY COATED at _____ PER POUND				
* 991.12	1	CONTROL OF WATER at _____ PER LUMP SUM				

**Total Bid Alt 1 =**

--	--

**Total Bid Alt 1 (in words below) =** \_\_\_\_\_

**Total Base Bid + Bid Alt 1 =**

--	--

**Total Base Bid + Bid Alt 1 (in words below) =**  
\_\_\_\_\_



## Supplemental Form for General Bid BID ALTERNATE 2

Project: Miller Brook Culvert Replacement  
Location: Adams, MA

Date: 6/2/2026

Item Number	Qty.	Item with Unit Bid Price Written in Words	Unit Price		Amount			
			Dollars	Cents	Dollars	Cents		
*	999.2	1	CONSTRUCTION STAKING FOR FEMA LOMR at _____ PER LUMP SUM					

**Total Bid Alt 2 =**

--	--

**Total Bid Alt 2 (in words below) =**

---

**Total Base Bid + Bid Alt 1 + Bid Alt 2 =**

--	--

**Total Base Bid + Bid Alt 1 + Bid Alt  
2 (in words below) =**

---

## **CONTRACT FORMS**

# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the Town of Adams, Massachusetts, hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called the "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall perform all work required by the Contract Documents for the "MILLER BROOK CULVERT REPLACEMENT PROJECT" prepared by VHB, Inc. acting as, and referred to in these Contract Documents as the Project Designer/Engineer for construction of the Miller Brook Culvert Replacement Project. The OWNER desires to contract for such services.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will be substantially complete within 180 calendar days from the date of Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the CONTRACTOR further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement.
4. The CONTRACTOR agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the unit prices shown in the Bid schedule.
5. The term "Contract Documents" means and includes the following:
  - (A) Invitation for Bids
  - (B) Information for Bidders
  - (C) Bid Form
  - (D) Bid Bond
  - (E) Noncollusion Affidavit
  - (F) Nondiscrimination Affidavit
  - (G) Certification of Bidder Regarding Equal Employment Opportunity
  - (H) State Tax Affidavit
  - (I) Agreement
  - (J) General Conditions
  - (K) Supplemental General Conditions
  - (L) Performance and Maintenance Bond
  - (M) Labor & Material Bond
  - (N) Statement of Compliance

- (O) Notice of Award
- (P) Notice to Proceed
- (Q) Change Order
- (R) State Wage Rates
- (S) Plans prepared by VHB, Inc.
- (T) Specifications prepared by VHB, Inc.
- (U) Addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_, 2026

No. \_\_\_\_\_, Dated \_\_\_\_\_, 2026

No. \_\_\_\_\_, Dated \_\_\_\_\_, 2026

6. The OWNER shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order(s), the Contract Sum of \$\_\_\_\_\_.

By signing this Contract, the CONTRACTOR certifies under the penalties of perjury that he/she has complied with all laws of the Commonwealth relating to taxes.

7. The following Alternates have been accepted and their costs are included in the Contract Sum stated in NUMBER 6 of this agreement:

**Alternate No. 1:** \$ \_\_\_\_\_

**Alternate No. 2:** \$ \_\_\_\_\_

By signing this Contract, the CONTRACTOR certifies under the penalties of perjury that he/she has complied with all laws of the Commonwealth relating to taxes.

8. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as Commonwealth Law (Chapter 49, Section 44A of M.G.L.) otherwise provides, the amount the OWNER retains shall be limited to the following:
- (a) Withholding of not more than 5 percent of the payment claimed until work is substantially complete.
  - (b) When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 1 percent or to only that amount necessary to assure completion.
  - (c) The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.
  - (d) The OWNER may accept securities negotiable without recourse, condition restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the CONTRACTOR instead of all or part of the cash retainage.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. In the event of nonperformance by either party to the terms and conditions of this contract, the contract may be terminated by either party upon fifteen (15) days written notice to the other party. The CONTRACTOR will then be paid in accordance with the payment schedule, for the services completed up to the time of termination based upon the time and rate expended by the CONTRACTOR, and the OWNER shall receive all materials it has paid for up to the time of termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of shall be deemed an original on the date above first written.

CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AWARDING AUTHORITY \_\_\_\_\_  
Town of Adams \_\_\_\_\_  
8 Park Street \_\_\_\_\_  
Adams, MA 01220 \_\_\_\_\_

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

\_\_\_\_\_  
Nicolas Caccamo  
Town Administrator

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

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

Seal:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Katie Lamanski, Town Accountant  
As to Availability of Funds

(NOTE: If a Corporation, attach to each signed Contract a notarized copy of the corporate vote authorizing the signatory to sign this Contract.

**PERFORMANCE & MAINTENANCE BOND & CERTIFICATION AS TO CORPORATE PRINCIPAL**

Project: **ADAMS BID #26-002**  
**MILLER BROOK CULVERT REPLACEMENT PROJECT**  
**Adams, Massachusetts**

KNOW ALL MEN BY THESE PRESENTS, that I/we the undersigned \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the "CONTRACTOR", and \_\_\_\_\_ a corporation organized under the laws of the State of or Commonwealth of \_\_\_\_\_, and authorized to transact business in the Commonwealth of Massachusetts as the "SURETY," are held and firmly bound unto the TOWN of ADAMS, a municipal corporation in the Commonwealth of Massachusetts, hereinafter referred to as the "MUNICIPALITY," in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT

WHEREAS the CONTRACTOR has on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, entered into a written contract with the aforesaid MUNICIPALITY for furnishing all materials, equipment, tools, superintendence and other facilities and accessories for the construction of certain public improvements as designated, defined, and described in the said contract and the conditions thereof, in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof;

NOW, THEREFORE, if said CONTRACTOR shall and will, in all particulars duly and faithfully observe, perform, and abide by each and every covenant, condition and part of said contract, and the conditions, specifications, plans and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning of the case, then this obligation shall be and become null and void; otherwise it shall 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 work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications;

PROVIDED FURTHER, that if the said CONTRACTOR shall construct or cause to be constructed and completed the entire public improvement in accordance with specifications used by the MUNICIPALITY for like public improvements, and to the lines and grades shown on the plans, all to be done subject to the

approval and acceptance of the Architect for the said MUNICIPALITY, and shall construct said public improvement with such materials and in such manner that same shall endure without the need of any repairs for the period of one (1) year from and after the completion of said public improvement and acceptance thereof; and if completion of said public improvement shall endure without the need of repairs for the period of one (1) year from and after completion and the acceptance thereof as aforesaid, then this obligation shall be void; otherwise to be in full force and affect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

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

INDIVIDUAL PRINCIPAL  
Business Address  
(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_

PARTNERSHIP PRINCIPAL  
Business Address  
(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_

CORPORATE PRINCIPAL  
Business Address  
(CORPORATE SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Attorney-in-Fact, State of \_\_\_\_\_

CORPORATE SURETY  
Business Address  
(CORPORATE SEAL)

**CERTIFICATION AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, Certify that I am the Secretary of the Corporation named as PRINCIPAL in the within BOND; that \_\_\_\_\_ who signed said BOND on behalf of the PRINCIPAL was then \_\_\_\_\_ of said corporation; and that I know his/her signature, and his/her signature is genuine; and that said BOND was duly signed, sealed and attested to for, and in behalf of, said corporation by authority of this governing body.

\_\_\_\_\_ (CORPORATE SEAL)

TITLE \_\_\_\_\_

**LABOR & MATERIAL BOND & CERTIFICATION AS TO CORPORATE PRINCIPAL**

**Project: ADAMS BID #26-002  
MILLER BROOK CULVERT REPLACEMENT PROJECT  
Adams, Massachusetts**

KNOW ALL MEN BY THESE PRESENTS, that I/we the undersigned \_\_\_\_\_,  
hereinafter referred to as the "CONTRACTOR", and \_\_\_\_\_ a  
corporation organized under the laws of the State of or Commonwealth of \_\_\_\_\_, and authorized  
to transact business in the Commonwealth of Massachusetts as the "SURETY," are held and firmly bound  
unto the TOWN of ADAMS, a municipal corporation in the Commonwealth of Massachusetts, hereinafter  
referred to as the "MUNICIPALITY," in the penal sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of  
America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT

WHEREAS the CONTRACTOR has on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, entered into a written contract with  
the aforesaid MUNICIPALITY for furnishing all materials, equipment tool, superintendence and other  
facilities and accessories for the construction of certain public improvements as designated, defined, and  
described in the said contract and the conditions thereof, in accordance with the specifications and plans  
therefore; a copy of said contract being attached hereto and made a part thereof;

NOW, THEREFORE, if said CONTRACTOR and his subcontractors shall pay all indebtedness incurred for  
supplies, materials or labor furnished, used or consumed in connection with, or in or about the construction  
or making of, public improvements, including gasoline, lubricating oils, greases, coal and similar items used  
or consumed directly in furtherance of such improvements, this obligation shall be void; otherwise it shall  
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 work to be performed  
hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond  
and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the  
contract, or to the work, or to the specifications;

PROVIDED FURTHER, that the Surety agrees that any person to whom there is due any sum for supplies,  
material or labor, as hereinbefore stated, or his assigns, may bring action on this bond for the recovery of

indebtedness; PROVIDED that no action shall be brought on the bond after six months from the completion of public improvement.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
\_\_\_\_\_  
INDIVIDUAL PRINCIPAL  
Business Address  
(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
PARTNERSHIP PRINCIPAL  
Business Address  
(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_  
CORPORATE PRINCIPAL  
Business Address  
(CORPORATE SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Attorney-in-Fact, State of \_\_\_\_\_  
CORPORATE SURETY  
Business Address  
(CORPORATE SEAL)

**CERTIFICATION AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, Certify that I am the Secretary of the Corporation named as PRINCIPAL in the within BOND; that \_\_\_\_\_, who signed said BOND on behalf of the PRINCIPAL was then \_\_\_\_\_ of said corporation; and that I know his/her signature, and his/her signature is genuine; and that said BOND was duly signed, sealed and attested to for, and in behalf of, said corporation by authority of this governing body.

\_\_\_\_\_(CORPORATE SEAL)

TITLE \_\_\_\_\_

**NOTICE OF AWARD**

Dated \_\_\_\_\_

**Project:** ADAMS BID #26-002  
MILLER BROOK CULVERT REPLACEMENT PROJECT  
Adams, Massachusetts

Contractor \_\_\_\_\_

You are hereby notified that your bid dated \_\_\_\_\_ for the above contract has been accepted. You are the apparent successful bidder and have been awarded a contract for \_\_\_\_\_

\_\_\_\_\_

The Contract Price of your contract is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Three copies of each of the proposed Contract Documents accompany this Notice of Award. The Municipality has scheduled a Pre-Construction Conference for \_\_\_\_\_, 2026 at Town Hall, 8 Park Street, Adams, MA in the office of the \_\_\_\_\_, at which time you must deliver:

1. Three (3) fully executed counterparts of the Agreement including all the Contract Documents;
2. With the executed Agreement, the following:
  - Executed Performance and Maintenance Bond,
  - Executed Labor and Material Bond, and
  - Certificate(s) of Insurance in the amounts specified.

Failure to comply with these conditions by the date specified will entitle the Municipality to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Surety forfeited.

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

Town of Adams

\_\_\_\_\_  
Nicolas Caccamo  
Town Administrator

**NOTICE TO PROCEED**

Dated \_\_\_\_\_

**Project: ADAMS BID #26-002  
MILLER BROOK CULVERT REPLACEMENT PROJECT  
Adams, Massachusetts**

Contractor \_\_\_\_\_

You are hereby notified that the Contract Time under the above project will commence to run on \_\_\_\_\_ . By that date, you are to start performing the Work at the site and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Contract; they are \_\_\_\_\_ and \_\_\_\_\_, respectively.

Work at the site must be started by \_\_\_\_\_ as indicated in the Contract Documents.

Failure to comply with these conditions within the time specified will entitle the Municipality to consider the Contract to be abandoned and to declare your Performance Bond forfeited.

Town of Adams

\_\_\_\_\_  
Nicolas Caccamo  
Town Administrator

## **APPLICATION FOR PAYMENT**

Standard AIA Form shall be used for the Application for Payment. Three notarized originals should be submitted.

CHANGE ORDER No. \_\_\_\_\_

Project: **ADAMS BID #26-002**  
**MILLER BROOK CULVERT REPLACEMENT PROJECT**  
**Adams, Massachusetts**

Contractor

You are directed to make the following changes in the Contract Documents.

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purpose of \_\_\_\_\_

Change order: \_\_\_\_\_  
\_\_\_\_\_

Attachments: \_\_\_\_\_

Change in Contract Price

Change in Contract Time

Original Contract Price \$ \_\_\_\_\_.

Original Contract Time \_\_\_\_\_

Previous change orders \$ \_\_\_\_\_.

Previous change orders \_\_\_\_\_

Contract Price to Date \$ \_\_\_\_\_.

Contract Time to Date \_\_\_\_\_

Net Increase/(Decrease) \$ \_\_\_\_\_  
this change order

Net Increase/(Decrease) \_\_\_\_\_  
this change order

Contract Price with all \$ \_\_\_\_\_  
approved changes

Contract Time with all \_\_\_\_\_  
approved changes

Approved by:

Approved by:

\_\_\_\_\_  
Nicolas Caccamo Date  
Town Administrator

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Katie Lamanski, Town Accountant  
As to Availability of Funds

\_\_\_\_\_  
Project Engineer Date

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**Project:**        ADAMS BID #26-002  
                      MILLER BROOK CULVERT REPLACEMENT PROJECT  
                      Adams, Massachusetts

Contractor \_\_\_\_\_

This Certificate of Substantial Completion applies to all work under the Contract Documents or to the following specified parts thereof:

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

The work to which this Certificate applies has been inspected by authorized representatives of the Municipality and the Contractor, and that work is hereby declared to be substantially complete in accordance with the Contract Documents on:

\_\_\_\_\_ Date of substantial completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within \_\_\_\_\_ (\_\_) days of the above date of Substantial Completion.

The responsibilities between the Municipality and the Contractor for security, operations, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

Municipality \_\_\_\_\_

\_\_\_\_\_

Contractor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

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

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the work in accordance with the Contract Documents.

Accepted by:

Accepted by:

\_\_\_\_\_  
Nicolas Caccamo  
Town Administrator

\_\_\_\_\_ Date

\_\_\_\_\_ Contractor

\_\_\_\_\_ Date

# STATEMENT OF COMPLIANCE

Project: ADAMS BID #26-002  
MILLER BROOK CULVERT REPLACEMENT PROJECT  
Adams, Massachusetts

Commonwealth of Massachusetts  
County of \_\_\_\_\_

I do hereby state that, UNDER PENALTIES OF PERJURY, I pay or supervise the payment of persons employed by:

\_\_\_\_\_  
Name of contractor or subcontractor

\_\_\_\_\_  
\_\_\_\_\_  
Address of contractor or subcontractor

On the above stated project and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of MGL Chapter 149 Sections 27/27A.

Signed under penalties of perjury  
\_\_\_\_\_

\_\_\_\_\_                      \_\_\_\_\_  
Title                                      Date

In accordance with MGL Chapter 149, Section 27B "Each such contractor, subcontractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen days after completion of its portion of the work, a statement executed by the contractor, subcontractor or public body or by any authorized officer or employee of the contractor, subcontractor or public body who supervises the payment of wages.

**CERTIFICATE OF FINAL ACCEPTANCE**

**Project: ADAMS BID #26-002**  
**MILLER BROOK CULVERT REPLACEMENT PROJECT**  
**Adams, Massachusetts**

Contractor \_\_\_\_\_

This Certificate of Final Acceptance applies to all work under the Contract Documents for the above project or to the following specified parts thereof:

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

The work to which this Certificate applies has been inspected by authorized representatives of the Municipality and the Contractor, and that work is hereby declared to be completed in accordance with the Contract Documents on:

\_\_\_\_\_  
Date of Final Acceptance

The responsibilities between the Municipality and the Contractor for security, operations, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

Municipality: \_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the work in accordance with the Contract Documents.

Accepted by:

Accepted by:

\_\_\_\_\_

Nicolas Caccamo  
Town Administrator

\_\_\_\_\_

Contractor

## **GENERAL CONDITIONS OF CONTRACT**

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

[INSERT LOGOS]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

AMERICAN CONSULTING ENGINEERS COUNCIL

---

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General [seal] Contractors of America

Construction Specifications Institute

[seal]

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

## TABLE OF CONTENTS

### Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY .....	6
1.01 <i>Defined Terms</i> .....	6
1.02 <i>Terminology</i> .....	8
ARTICLE 2 - PRELIMINARY MATTERS.....	9
2.01 <i>Delivery of Bonds</i> .....	9
2.02 <i>Copies of Documents</i> .....	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i> .....	9
2.04 <i>Starting the Work</i> .....	9
2.05 <i>Before Starting Construction</i> .....	10
2.06 <i>Preconstruction Conference</i> .....	10
2.07 <i>Initial Acceptance of Schedules</i> .....	10
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE .....	11
3.01 <i>Intent</i> .....	11
3.02 <i>Reference Standards</i> .....	11
3.03 <i>Reporting and Resolving Discrepancies</i> .....	11
3.04 <i>Amending and Supplementing Contract Documents</i> .....	11
3.05 <i>Reuse of Documents</i> .....	12
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS .....	12
4.01 <i>Availability of Lands</i> .....	12
4.02 <i>Subsurface and Physical Conditions</i> .....	12
4.03 <i>Differing Subsurface or Physical Conditions</i> .....	13
4.04 <i>Underground Facilities</i> .....	13
4.05 <i>Reference Points</i> .....	14
4.06 <i>Hazardous Environmental Condition at Site</i> .....	14
ARTICLE 5 - BONDS AND INSURANCE.....	16
5.01 <i>Performance, Payment, and Other Bonds</i> .....	16
5.02 <i>Licensed Sureties and Insurers</i> .....	16
5.03 <i>Certificates of Insurance</i> .....	16
5.04 <i>CONTRACTOR's Liability Insurance</i> .....	16
5.05 <i>OWNER's Liability Insurance</i> .....	17
5.06 <i>Property Insurance</i> .....	17
5.07 <i>Waiver of Rights</i> .....	18
5.08 <i>Receipt and Application of Insurance Proceeds</i> .....	19
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i> .....	19
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i> .....	19
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	19
6.01 <i>Supervision and Superintendence</i> .....	19
6.02 <i>Labor; Working Hours</i> .....	20
6.03 <i>Services, Materials, and Equipment</i> .....	20
6.04 <i>Progress Schedule</i> .....	20
6.05 <i>Substitutes and "Or-Equals"</i> .....	20
6.07 <i>Patent Fees and Royalties</i> .....	23

6.08	<i>Permits</i>	23
6.09	<i>Laws and Regulations</i>	23
6.10	<i>Taxes</i>	23
6.11	<i>Use of Site and Other Areas</i>	23
6.13	<i>Safety and Protection</i>	24
6.14	<i>Safety Representative</i>	25
6.15	<i>Hazard Communication Programs</i>	25
6.16	<i>Emergencies</i>	25
6.17	<i>Shop Drawings and Samples</i>	25
6.18	<i>Continuing the Work</i>	26
6.19	<i>CONTRACTOR's General Warranty and Guarantee</i>	26
6.20	<i>Indemnification</i>	27
ARTICLE 7 - OTHER WORK		27
7.01	<i>Related Work at Site</i>	27
7.02	<i>Coordination</i>	28
ARTICLE 8 - OWNER'S RESPONSIBILITIES		28
8.01	<i>Communications to Contractor</i>	28
8.02	<i>Replacement of ENGINEER</i>	28
8.03	<i>Furnish Data</i>	28
8.04	<i>Pay Promptly When Due</i>	28
8.05	<i>Lands and Easements; Reports and Tests</i>	28
8.06	<i>Insurance</i>	28
8.07	<i>Change Orders</i>	28
8.08	<i>Inspections, Tests, and Approvals</i>	29
8.09	<i>Limitations on OWNER's Responsibilities</i>	29
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	29
8.11	<i>Evidence of Financial Arrangements</i>	29
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION		29
9.01	<i>OWNER'S Representative</i>	29
9.02	<i>Visits to Site</i>	29
9.03	<i>Project Representative</i>	29
9.04	<i>Clarifications and Interpretations</i>	29
9.05	<i>Authorized Variations in Work</i>	30
9.06	<i>Rejecting Defective Work</i>	30
9.07	<i>Shop Drawings, Change Orders and Payments</i>	30
9.09	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	30
9.10	<i>Limitations on ENGINEER's Authority and Responsibilities</i>	30
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		31
10.01	<i>Authorized Changes in the Work</i>	31
10.02	<i>Unauthorized Changes in the Work</i>	31
10.03	<i>Execution of Change Orders</i>	31
10.04	<i>Notification to Surety</i>	31
10.05	<i>Claims and Disputes</i>	32
ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK		32
11.01	<i>Cost of the Work</i>	32
11.02	<i>Cash Allowances</i>	34
11.03	<i>Unit Price Work</i>	34

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES .....	35
12.01 <i>Change of Contract Price</i> .....	35
12.02 <i>Change of Contract Times</i> .....	36
12.03 <i>Delays Beyond CONTRACTOR's Control</i> .....	36
12.04 <i>Delays Within CONTRACTOR's Control</i> .....	36
12.06 <i>Delay Damages</i> .....	36
 ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK .....	 36
13.01 <i>Notice of Defects</i> .....	36
13.02 <i>Access to Work</i> .....	36
13.03 <i>Tests and Inspections</i> .....	37
13.04 <i>Uncovering Work</i> .....	37
13.05 <i>OWNER May Stop the Work</i> .....	37
13.06 <i>Correction or Removal of Defective Work</i> .....	38
13.07 <i>Correction Period</i> .....	38
13.08 <i>Acceptance of Defective Work</i> .....	38
13.09 <i>OWNER May Correct Defective Work</i> .....	38
 ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION .....	 39
14.01 <i>Schedule of Values</i> .....	39
14.02 <i>Progress Payments</i> .....	39
14.03 <i>CONTRACTOR's Warranty of Title</i> .....	41
14.04 <i>Substantial Completion</i> .....	41
14.05 <i>Partial Utilization</i> .....	41
14.06 <i>Final Inspection</i> .....	42
14.07 <i>Final Payment</i> .....	42
14.09 <i>Waiver of Claims</i> .....	43
 ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION .....	 43
15.01 <i>OWNER May Suspend Work</i> .....	43
15.02 <i>OWNER May Terminate for Cause</i> .....	43
15.03 <i>OWNER May Terminate For Convenience</i> .....	44
15.04 <i>CONTRACTOR May Stop Work or Terminate</i> .....	44
 ARTICLE 16 - DISPUTE RESOLUTION .....	 44
16.01 <i>Methods and Procedures</i> .....	44
 ARTICLE 17 - MISCELLANEOUS .....	 45
17.01 <i>Giving Notice</i> .....	45
17.02 <i>Computation of Times</i> .....	45
17.03 <i>Cumulative Remedies</i> .....	45
17.04 <i>Survival of Obligations</i> .....	45
17.05 <i>Controlling Law</i> .....	45

## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

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

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

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

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

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

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

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

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

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

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

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

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

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

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

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

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

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

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

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

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

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

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

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

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

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

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

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

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

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

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

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

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

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

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

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

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

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

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

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

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

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable

television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

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

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER

any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

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

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

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

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

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical

or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

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2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *CONTRACTOR’s Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error,

ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

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

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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.

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

## 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

## 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and 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 Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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### 3.01 *Intent*

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

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

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

### 3.02 *Reference Standards*

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

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

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to

OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

#### B. *Resolving Discrepancies*

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

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific

written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

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

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4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments*

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

- a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

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

- a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

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

4.04 *Underground Facilities*

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

- 1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
- 2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
  - a. reviewing and checking all such information and data,
  - b. locating all Underground Facilities shown or indicated in the Contract Documents,
  - c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was

not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

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

#### 4.05 *Reference Points*

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

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

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

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm

such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

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

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

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

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

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

## ARTICLE 5 - BONDS AND INSURANCE

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### 5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the

requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

#### 5.02 *Licensed Sureties and Insurers*

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

#### 5.03 *Certificates of Insurance*

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

#### 5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

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

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

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

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

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

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER

and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 *OWNER's Liability Insurance*

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

#### 5.06 *Property Insurance*

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

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

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form

that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

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

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

6. include testing and startup; and

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

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

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

and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

#### 5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

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

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

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

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

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

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties

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

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

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

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

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

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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#### 6.01 *Supervision and Superintendence*

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

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

#### 6.02 *Labor; Working Hours*

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

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

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

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water,

sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

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

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

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

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

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

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor.

Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

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

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

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

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of accept-

ability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

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

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

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

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected

Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

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

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

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

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's

Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

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

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

## 6.09 *Laws and Regulations*

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

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

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

## 6.10 *Taxes*

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

## 6.11 *Use of Site and Other Areas*

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

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

thereof, or of any adjacent land or areas resulting from the performance of the Work.

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

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

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

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

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

## 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations

and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

#### 6.13 *Safety and Protection*

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

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

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, 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).

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

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

#### 6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, 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.

D. *Submittal Procedures*

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

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

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

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

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

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written

notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

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

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

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.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 approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for

review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

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

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

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

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

8. any correction of defective Work by OWNER.

#### 6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

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

for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

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

## ARTICLE 7 - OTHER WORK

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### 7.01 *Related Work at Site*

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

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, 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. CON-

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

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

### 7.02 *Coordination*

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

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

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

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

## 8.02 *Replacement of ENGINEER*

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

## 8.03 *Furnish Data*

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

## 8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

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

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

## 8.06 *Insurance*

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

## 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

## 8.08 *Inspections, Tests, and Approvals*

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

## 8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

## 8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

## 8.11 *Evidence of Financial Arrangements*

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

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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### 9.01 *OWNER'S Representative*

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

### 9.02 *Visits to Site*

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

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

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and 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 of incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be

accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

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

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the

interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and

other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's

correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

#### 10.04 *Notification to Surety*

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

#### 10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days

after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

### ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

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#### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed

to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as

CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages

within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### 11.02 *Cash 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 as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the 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 costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no

demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. 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.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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### 12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph

12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

#### 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

#### 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

#### 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK

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13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection

therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or

Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by 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, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not

promptly comply with the terms of such 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, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. 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 or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in

paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise

by OWNER of OWNER's rights and remedies under this paragraph 13.09.

#### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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##### 14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

##### 14.02 *Progress Payments*

###### A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

## B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or 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 referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

## C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is

substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the

final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's

continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equip-

ment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), 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 finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

#### 15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for 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. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

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### 16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as

either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

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

### 17.03 *Cumulative Remedies*

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

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

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

**EXHIBIT GC-A to General Conditions of the  
Agreement Between OWNER and CON-  
TRACTOR Dated \_\_\_\_\_  
For use with EJCDC No. 1910-8 (1990 ed.)**

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**DISPUTE RESOLUTION AGREEMENT**

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OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.15) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. Except as provided in paragraph 16.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. Notwithstanding paragraph 16.4 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.11 a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 16.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER or ENGINEER's Consultants that does not otherwise exist.

16.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

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16.7. OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.1 through 16.6, unless delay in initiating arbitra-

tion would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.2 and 16.3 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

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## SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 edit.) 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.

SC-1 The terms used in these Supplemental Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 edit.) have the meanings assigned to them in the General Conditions.

Additional definitions are as follows:

Special Provisions - The directions, provisions and requirements designated as Standard Specifications, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or the quantities and qualities of materials to be furnished under the Contract.

Supplemental Specifications - Additions and revisions to the Standard Specifications that are issued prior to the opening of bids.

Proposal - Shall have the identical definition as the word "Bid" and may be used interchangeably in the Contract Documents.

Plans - Shall have the identical definition as the word "Drawings" and may be used interchangeably in the Contract Documents.

SC-1.16 Delete paragraph 1.16 of the General Conditions in its entirety and insert the following in its place:

"Effective Date of the Agreement - The date that the OWNER determines that the Contract is complete, signs the Agreement and forwards a Notice to Proceed to CONTRACTOR."

SC-2.2 Delete paragraph 2.2 of the General Conditions in its entirety and insert the following in its place:

"OWNER" shall furnish to the CONTRACTOR up to three copies of the Contract Documents as are reasonably necessary for the executing of Work. Additional copies will be furnished, upon request, at the cost of production.

SC-2.10 Add the following language at the end of paragraph 2.9 of the General Conditions:

Compliance to Massachusetts General Laws.

2.10 "This Contract is subject to all laws of the Commonwealth of Massachusetts and all amendments thereto, and where any requirements contained herein do not conform to such statutes governing the work to be performed under this Contract, the laws shall govern. Statutes and portions of statutes, set forth hereunder shall be construed to include all amendments thereto effective as of the date of issuance of the Invitation to Bid of the Proposed Work. No responsibility shall be assumed for errors and/or omissions in the statutes reproduced herein."

SC-3.2 Add the following language at the end of paragraph 3.2 of the General Conditions:

"In the event of conflict between the Drawings and Specifications or within themselves, the ENGINEER will decide which conflicting requirements govern, and such decision shall be final."

SC-3.3.1 Add the following language at the end of paragraph 3.3.1 of the General Conditions:

"However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER or CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents, nor the Notice to Proceed.

SC-3.5 Add the following language at the end of paragraph 3.5 of the General Conditions:

"The Contract Documents including the General Conditions, Supplemental Conditions, and Local Standards shall govern over the General Requirements of Division I of the Standard Specifications where deviations occur between this document and the Massachusetts Standard Specifications for Highways and Bridges."

SC-4.4 Delete paragraph 4.4. of the General Conditions in its entirety and insert the following in its place: "OWNER" shall provide engineering survey data for CONTRACTOR to re-establish reference points and lay out the Work. The CONTRACTOR shall protect and preserve the re-established reference points, layout and grade surveys and shall make no changes or relocations without the written approval of ENGINEER. CONTRACTOR shall report to ENGINEER whenever any reference point, layout, grade, or construction stake which requires relocation because of necessary changes in grades or locations. CONTRACTOR shall report to ENGINEER whenever any reference point, layout, grade or construction stake is lost or destroyed, and shall be responsible for placement or relocation of such reference points by professionally qualified personnel.

SC-5.4 The limit for insurance required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

1. Workmen's Compensation: In accordance with the Workmen's Compensation Laws that are applicable to the employees engaged in the work. The limit of Employer's Liability Insurance shall be not less than \$500,000 each accident.
2. Public Liability Insurance for Personal Injury:
  - a. Individual limit of \$1,000,000 for each person.
  - b. Total limit of \$3,000,000 for each accident.
3. Property Damage Insurance:
  - a. Each claim \$1,000,000.
  - b. Aggregate \$3,000,000.
4. If the CONTRACTOR sublets any portion of his work, then he shall also provide:
  - a. Contractor's Protective Liability Insurance:
    - (1) Individual limit for personal injury of \$1,000,000.
    - (2) Total limit for personal injury for one accident of \$3,000,000.
  - b. Contractor's Protective Property Damage Insurance: a limit of \$1,000,000/\$3,000,000. The Town of Webster shall be specifically named as an additional insured on all required insurance policies of the CONTRACTOR and any subcontractors. In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish OWNER with evidence of continuation of such insurance at final payment.

SC-5.4.6.1 After paragraph 5.4.6 of the General Conditions, add a new paragraph which is to read as follows:

Any Subcontractor under contract with CONTRACTOR to perform work on the project shall hold OWNER and ENGINEER harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth in paragraph 5.4."

SC-5.6 Add the following language at the end of paragraph 5.6 of the General Conditions:

"The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty days prior written notice has been given to OWNER."

- SC-6.3 Add the following language at the end of paragraph 6.3 of the General Conditions:
- "In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by CONTRACTOR and SUBCONTRACTORS, 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 male veterans as defined in clause forty-third of G.L. c4 ss7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with G.L. c149, ss26."
- SC-6.8.2 Delete the first sentence of paragraph 6.8.2 of the General Conditions in its entirety.
- SC-6.14.3 After paragraph 6.14.2 of the General Conditions, add the following new paragraphs which are to read as follows:
- "Full compliance with applicable federal, state and local wage laws is required on all Work done for the OWNER.
- SC-6.14.4 The OWNER shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein (see W pages). The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the OWNER, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.
- SC-6.14.5 The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification."
- SC-6.15 Add the following language at the beginning of paragraph 6.15 of the General Conditions:
- State taxes will be excluded from all General and Sub-bids. A State Tax Exemption Certificate (included herein) shall be used in lieu thereof."
- SC-6.33 Add the following language at the end of the paragraph 6.33 of the General Conditions.
- "Provided however, if the claim, damage, loss or expense referred to in paragraph 6.31 results from failure of the ENGINEER to discover a condition or object which is underground or otherwise not reasonably observable by the ENGINEER, and if said failure to discover either was or should have been apparent to the CONTRACTOR in that the said condition or object is omitted from the ENGINEER'S maps, drawings, opinions, reports, surveys, change orders, designs or specifications, then the CONTRACTOR shall be liable for indemnification of the ENGINEER under 6.31 for damage resulting from said failure to discover unless CONTRACTOR shall have notified ENGINEER of the existence and location of such condition or object prior to the occurrence of such damage and in sufficient time for ENGINEER to have made provisions therefore.
- SC-9.3 The responsibilities and duties of the RESIDENT PROJECT REPRESENTATIVE are contained in and attached as an exhibit to the Supplemental Conditions and entitled "Duties, Responsibilities and Limitations of Authority of RESIDENT PROJECT REPRESENTATIVE", No. 1910-1 (1992 edit.).
- SC-11.4.1 Add the following language to the end of paragraph 11.4.1 of the General Conditions:

"The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters, and laborers shall be as set form in the schedule of minimum wage rates determined by the Commissioner of Labor and Industry, which schedule is included in the Contract Documents, and made a part thereof, in accordance with and subject to the provisions of G.L. c149; ss27; and ss27A."

SC-11.9.3.1 Delete paragraph 11.9.3.1 of the General Conditions in its entirety and insert the following in its place:

"When the accepted quantities of work vary from the quantities in the bid schedule, the CONTRACTOR shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the CONTRACTOR, resulting either directly or indirectly from such increased or decreased quantities, or from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore, or from any other cause."

SC-11.9.3.4 After paragraph 11.9.3.3 of the General Conditions, add the following new paragraphs which are to read as follows:

"The CONTRACTOR shall make monthly estimates of the materials complete in place for each individual location on the plans and the amount of Work performed in accordance with the Contract. The estimates will be itemized for review and approval by the OWNER. Each estimate will show the total value of the Work done to date, the total money due the CONTRACTOR since the previous estimate and the money paid the CONTRACTOR to date. This estimate will be considered approximate only and shall be subject to correction. Five (5%) percent of all payments due the CONTRACTOR for Work done and materials furnished will be withheld until final completion of the Work. The acceptance by the CONTRACTOR of the final payment, including the retainage of five (5%) percent, shall operate as a release to the Owner of all claims and all liabilities to the CONTRACTOR for all Work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. Ch.30, Section 39G. The payment to the CONTRACTOR of said final payment does not, however, release them or their sureties from any obligation under this contract.

SC-11.9.3.5 It shall be the responsibility of the CONTRACTOR to inform the OWNER when the sum of all orders for units of work is within 90% of the total Contract price. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by the OWNER.

SC-11.9.3.6 The OWNER reserves the right to eliminate any portion of the Work, so as to bring the total expenditure within the amount available for the Project."

SC-12.3 Delete paragraph 12.3 of the General Conditions in its entirety and insert the following in its place:

"Should the Contractor be delayed in the commencement, prosecution or completion of the Work, by any act, or failure to act on the part of the Owner or Engineer, or neglect by Owner or others performing additional Work as contemplated by Article 7, or by any extraordinary conditions, arising out of war or government regulations, or any other cause beyond the Contractor's control, none of which are due to any fault, neglect, act or omission on its part, then the Contractor shall be entitled to an extension of time only if a claim is made therefore as provided in paragraph 12.1, such extension to be for a period equivalent to the time lost by reason of any and all of the aforesaid causes, as determined by the Owner or Engineer. Such extension or extensions of time, as determined by the Owner or Engineer, shall be the Contractor's sole remedy. In no event will the Contractor be entitled to any costs of damages, either direct or consequential, as a result of any such delay or disruption in the commencement, prosecution, performance or completion of its Work."

SC-13.3 Add the following language at the end of paragraph 13.3 of the General Conditions:

"CONTRACTOR shall furnish written information to ENGINEER stating the original sources of supply of all materials manufactured away from the actual site of the work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks (or as otherwise directed by ENGINEER) in advance of the incorporation in the Work of any such materials.

SC-13.5 Add the following language at the end of paragraph 13.5 of the General Conditions:

"All inspections, tests or approvals other than those required by law, ordinance, rule regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER, CONTRACTOR and ENGINEER."

SC-13.12.1 Delete paragraph 13.12.1 of the General Conditions in its entirety and insert the following in its place:

"If within one (1) year after the date of 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, either correct such DEFECTIVE Work, or, if it has been rejected by OWNER, remove it from the site and replace it with NONDEFECTIVE Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the DEFECTIVE Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before 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 or by Written Amendment."

SC-14.2 Add the following language at the end of paragraph 14.2 of the General Conditions:

"Application for payment for materials and equipment shall also be accompanied by receipt of payment for said materials and equipment by CONTRACTOR."

SC-14.10 Add a new paragraph immediately after paragraph 14.9 of the General Conditions to read as follows:

"Substantial completion, for the purposes of this project, shall mean that all work required by the Contract has been completed except for final landscaping or that substantially all of the work has been completed and is opened to the public except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the Contract, as determined at the sole discretion of the OWNER."

SC-15.1 Delete paragraph 15.1 of the General Conditions in its entirety and insert the following in its place:

"OWNER may, at any time and without case order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the 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."

SC-17.6 The following provisions of the Massachusetts General Laws shall be included in this Contract:

**SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS**

Massachusetts General Laws ("2002 Official Edition")

MGL C.30, S.39F	Construction Contracts Assignment and Subrogation; Subcontractor Defined; Enforcement of Claim For Direct Payment; Deposit, Reduction of Disputed Amounts
MGL. C.30, S.39G	Completion of Public Works; Semi-Final and Final Estimates; Payments; Extra Work; Disputed Items
MGL C.30, S.39I	Deviation from Plans and Specifications
MGL C.30, S.39J	Public Construction Contracts; Effects of Decisions of Contracting Body or Administrative Board
MGL C.30, S.39K	Public Building Construction Contracts; Payments
MGL C.30, S.39L	Public Construction Work by Foreign Corporations; Restrictions and Reports
MGL C.30, S.39M	Contracts for Construction and Materials; Manner of Awarding
MGL C.30, S.39N	Construction Contracts; Equitable Adjustment In Contract Price for Differing or Latent Physical Conditions
MGL C.30, S.39O	Contracts for Construction and Materials; Suspension, Delay or Interruption Due to Order of Awarding Authority; Adjustment in Contract Price; Written Claim
MGL C.30, S.39P	Contracts for Construction and Materials; Awarding Authority's Decisions on Interpretation of Specifications, etc.: Time Limit; Notice
MGL C.30, S.39R	Definitions; Contract Provisions; Management and Financial Statements; Enforcement
MGL C.149, S.26	Public Works; Preference to Veterans and Citizens; Wages
MGL C.149, S.34	Public Contracts; Stipulation as to Hours and days of Work; Void Contracts
MGL C.82, S.40A	Excavations; Notice
MGL C.82, S. 40B	Designation of Location of Underground Utilities
MGL C. 82, S.40C	Excavator's Responsibility to Maintain Designation Markings; Damage Caused by Excavator
MGL C. 82, S. 40D	Local Laws Requiring Excavation Permits; Public Ways
MGL C.82, S. 40E	Violations of Secs. 40A-40E; Punishment
MGL C.149, S.26 to 27D	Minimum Wage Rates

The following excerpts are from the Massachusetts General Laws. The bidder shall make his own investigations to assure the accuracy of the excerpts by reviewing an Official Edition of the Massachusetts General Laws.

CONSTRUCTION CONTRACTS; ASSIGNMENT AND SUBROGATION; SUBCONTRACTOR DEFINED; ENFORCEMENT OF CLAIM FOR DIRECT PAYMENT; DEPOSIT, REDUCTION OF DISPUTED AMOUNTS - (MGL C.30, s.39F)

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (l) 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 the 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 the 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 a 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 for accounts in a bank pursuant to subparagraph (f) shall be made out of amount 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 the 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).

#### COMPLETION OF PUBLIC WORKS; SEMI-FINAL AND FINAL ESTIMATES; PAYMENTS; EXTRA WORK; DISPUTED ITEMS (MGL C. 30, s 39G)

Upon substantial completion of the work required by a contract with the Commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such a list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one percent retainage 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 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 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 some location agreed upon in writing, to which the contractor has title or 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 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 demand 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 percent 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 percent 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.

#### DEVIATIONS FROM PLANS AND SPECIFICATIONS – (MGL C. 30, S 391)

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 willful 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 conformed 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 contract 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 willfully 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.

#### PUBLIC CONSTRUCTION CONTRACTS; EFFECTS OF DECISIONS OF CONTRACTING BODY OR ADMINISTRATIVE BOARD – (MGL, C. 30, S 39J)

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, 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.

#### PUBLIC BUILDING CONSTRUCTION CONTRACTS; PAYMENTS – (MGL, C. 30, S 39K)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission, or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority upon certification by the contractor that he is the lawful owner and the materials are free from all encumbrances, 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 than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract

for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in subbid 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 the 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 percent 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.

#### PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS; RESTRICTIONS AND REPORTS – (MGL C. 30, S 39L)

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids 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 such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, 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.

#### CONTRACTS FOR CONSTRUCTION AND MATERIALS; MANNER OF AWARDING – (MGL, C 30, S 39M)

- (a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than ten thousand dollars, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection one of section forty-four A of chapter one hundred and forty-nine, estimated to cost more than ten thousand dollars but not more than twenty-five thousand dollars, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read by such awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such bid deposit shall be five per cent of the value of the bid. Any person submitting a bid under this section shall, on such bid, certify as follows:

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

(Name of person signing bid)  
(Company)

This paragraph shall not apply to the award of any contract subject to the provisions of sections forty-four A to forty-four L, inclusive, of chapter one hundred and forty-nine and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency caused by enemy attack, sabotage or other such hostile actions or resulting from explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this paragraph to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

- (b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority; (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or procedures, and for the equal of any one said named or described materials.
- (c) The term "lowest responsible and eligible bidder" shall mean the bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provision of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder; and (4) who obtains within ten days of the notification of contract award the security by bond required under section twenty-nine of chapter one hundred and forty-nine; 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.
- (d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than twenty-five thousand dollars awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B.
- (e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

#### CONSTRUCTION CONTRACTS; EQUITABLE ADJUSTMENT IN CONTRACT PRICE FOR DIFFERING OR LATENT PHYSICAL CONDITIONS – (MGL, C. 30, S 39N)

"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."

CONTRACTS FOR CONSTRUCTION AND MATERIALS; SUSPENSION, DELAY OR INTERRUPTION DUE TO ORDER OF AWARDING AUTHORITY; ADJUSTMENT IN CONTRACT PRICE; WRITTEN CLAIM (MGL, Chapter 30: Section 39O)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (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 of failure to act involved in the claim.

CONTRACTS FOR CONSTRUCTION AND MATERIALS; AWARDING AUTHORITY'S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE – (MGL, C 30, S 39P)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision 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.

DEFINITIONS; CONTRACT PROVISIONS; MANAGEMENT AND FINANCIAL STATEMENTS; ENFORCEMENT - (MGL, C. 30, S 39R)

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

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of

chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, 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 a 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 O, inclusive, of chapter 7, 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 is reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and
  - (2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and
  - (3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and
  - (4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and
  - (5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.
- (c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:
- (1) transactions are executed in accordance with management's general and specific authorization;
  - (2) transactions are recorded as necessary:
    - (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and
    - (ii) to maintain accountability for assets;
  - (3) access to assets is permitted only in accordance with management's general or specific authorization; and
  - (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

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

- (1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
  - (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.
- (d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.
- (e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.
- (f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

#### PUBLIC WORKS; PREFERENCE TO VETERANS AND CITIZENS; WAGES - (MGL, C. 149, S 26)

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or 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 male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

**PUBLIC CONTRACTS; STIPULATION AS TO HOURS AND DAYS OF WORK; VOID CONTRACTS - (MGL, C. 149, S 34)**

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or 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 apart 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 case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

**EXCAVATIONS; NOTICE – (MGL, C.82, S.40A)**

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 pre-marked 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.

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 pre-marked. 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.

**DESIGNATION OF LOCATION OF UNDERGROUND FACILITIES – (MGL C.82, S.40B)**

Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time said initial notice is received by the system or at such time as said company and the excavator 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 pre-marking 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 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 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.

**EXCAVATOR'S RESPONSIBILITY TO MAINTAIN DESIGNATION MARKINGS; DAMAGE CAUSED BY EXCAVATOR – (MGL C.82 S.40C)**

After a company has designated the location of its facilities at the location in accordance with section 40 B, 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 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.

#### LOCAL LAWS REQUIRING EXCAVATION PERMITS; PUBLIC WAYS – (MGL C.82 S.40D)

Nothing in this section shall effect 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.

#### VIOLATIONS OF SECS. 40A-40E; PUNISHMENT (MGL C.82 S.40E)

Any person or company found by the department of telecommunications and energy, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$500 for the first offense and not less than \$1,000 nor more than \$5,000 for any subsequent offence 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 Pre-mark for an excavation on such person's residential property.

#### MINIMUM WAGE RATES

In compliance with Massachusetts Laws, Chapter 149, Sections 26 to 27D inclusive, job classifications and determinations of the rate of wages applying thereto have been established by the Executive Office of Labor of the Commonwealth of Massachusetts and are included below.

This is **EXHIBIT C**, consisting of \_\_\_\_\_ pages, referred to in the **Agreement between OWNER and ENGINEER for Professional Services**, dated \_\_\_\_\_, 20\_\_\_\_.

**Duties, Responsibilities and Limitations of Authority  
of Resident Project Representative**

Initial:  
OWNER \_\_\_\_\_  
ENGINEER \_\_\_\_\_

**A. General**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

**B. Duties and Responsibilities of RPR**

1. *Schedules:* Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
  - a. Service as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work
4. *Shop Drawings and Samples:*
  - a. Record date of receipt of Shop Drawings and Samples.
  - b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
  - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawings or Sample if the submittal has not been approved by ENGINEER.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observations, or required special testing, inspection or approval
  - c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report the ENGINEER.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the VHB's modified Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER.
8. *Records:*
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
  - b. Prepare a daily report or keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
  - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Report immediately to ENGINEER the occurrence of any accident.
10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and are applicable to the items actually installed, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final acceptance for the Work.
12. *Completion:*
  - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
  - c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**C. Limitations of Authority by RPR**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent or expedite the Work.
4. Shall not advise on, issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

## **SPECIAL PROVISIONS**

**SPECIAL PROVISIONS**  
**MILLER BROOK CULVERT REPLACEMENT**  
**ADAMS, MA**

**SCOPE OF WORK**

The work under this Contract includes replacing the existing failed Miller Brook culvert and portions of existing channel located behind the apartment complex at #17-21 Jordan Street.

The work under this contract consists of removing/ filling the existing failed culvert and portions of existing channel; installing new three-sided and four-sided culverts on borrow foundations; making improvements to the adjacent diversion channel and installing new closed drainage system; installing fence, guardrail, bollards and gates; repaving the driveway and parking lot of 17 Jordan Street, landscaping, and other incidental work.

There are two bid alternates for this project. Bid Alternate One is for concrete repair work to the existing culvert bottom east of the new culvert. The specific locations will be coordinated with the Town during the construction phase. Estimated quantities of the items necessary for the repairs have been provided in the contract as Bid Alternate One. Control of water should be coordinated with the overall culvert construction, to eliminate additional disturbances.

Bid Alternate Two is for Construction Survey work. The new culvert will increase the capacity of the flow and may alter the FEMA Flood Insurance Rate Mapping. After the culvert has been constructed, as-builts elevations will be required and additional surveys upstream and downstream of the culvert will be required. Additional details are provided in the special provision for this item.

All work under this Contract shall be done in conformance with the *2026 Standard Specifications for Highways and Bridges*, the *Supplemental Specifications* contained in this book, the *Construction Standard Details* in effect as of January 2026, the *1990 Standard Drawings for Signs and Supports*, the *2015 Overhead Signal Structure and Foundation Standard Drawings*, the *11<sup>th</sup> Edition of the Manual on Uniform Traffic Control Devices (MUTCD)* and the *January 2026 Massachusetts Amendments to the MUTCD*, the *1968 Standard Drawings for Traffic Signals and Highway Lighting*, the latest edition of *The American Standard for Nursery Stock*, the Plans and these Special Provisions.

The General Conditions, Supplementary Conditions and Special Provisions shall take precedence over the General Requirements of Division I of the Standard Specifications.

The term “Engineer” or “Owner” refers to the Town of Adams or the Town’s representatives.

**WORK SCHEDULE**

Work on this project is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. Changes to this work schedule needs approval by the Town.

No work shall be done on this Contract on Saturdays, Sundays, or holidays or on the day before or the day after a long weekend which involves a holiday without prior approval by the Town.

The Town may authorize work outside the standard work hours; however, it must be coordinated in advance with the Town. A written request shall be issued by the Contractor to the Adams Police Department and the Adams Department of Public Works for any deviation to the workday or times indicated above.

### **HOLIDAY WORK RESTRICTIONS**

(Supplementing Subsection 7.09)

The Town may authorize work to continue during these specified time periods if it is determined by the Town that the work will not negatively impact the adjacent property owners or the traveling public. The Town may allow work in those areas on a case-by-case basis and where work is behind barrier and will not impact traffic. Below are the holiday work restrictions:

#### New Years Day (Federal Holiday)

No work from 5:00 AM on the day before, until the normal start of business on the day following the holiday.

#### Martin Luther King's Birthday (Federal Holiday)

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

#### President's Day (Federal Holiday)

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

#### Memorial Day (Federal Holiday)

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

#### Juneteenth

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

#### Independence Day (Federal Holiday)

No work from 5:00 AM on the day before until the normal start of business on the day following the holiday.

#### Labor Day (Federal Holiday)

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

#### Columbus Day (Federal Holiday)

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

**HOLIDAY WORK RESTRICTIONS** (Continued)

Veterans' Day (Federal Holiday)

No work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)

No work from 5:00 AM the day before until the normal start of business on the following Monday.

Christmas Day (Federal Holiday)

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

**SHOP DRAWING SUBMITTALS**

*(Replace Subsection 5.02, 8<sup>th</sup> paragraph)*

The Contractor shall submit shop drawing electronically via PDF to the Town and the Engineer. No hard copies will be required at this time.

**NONCONFORMING COMPRESSIVE STRENGTH OF CEMENT CONCRETE**

Concrete with compressive strength test results failing to attain the limits specified in Table 901.64-3 of 901.64.B: Acceptance Testing shall be evaluated for structural adequacy and serviceability at the Contractors' expense. The Department will review all production records, the concrete test records, petrographic analysis report, field notes, and the placement records for the concrete in question. If the Engineer determines the material is found to be adequate to remain in place, payment shall be adjusted in accordance with the following formula:

$$P = \frac{2(fc - f'c)(UP)(Q)}{f'c}$$

Where:

*P = pay adjustment for substandard concrete*

*f'c = specified minimum compressive strength at 28 days*

*fc = substandard concrete cylinder compressive strength at 56 days*

*Q =*

*quantity of concrete represented by the acceptance cylinders tested*

*UP =*

*unit contract price or the lump sum breakdown price per cubic yard*

*for the class of concrete involved complete in place*

## **SUBSECTION 8.02 SCHEDULE OF OPERATIONS**

Replace this subsection with the following:

Prior to beginning construction, the Contractor shall supply the Town a construction schedule outlining the dates for the major construction items any anticipated impacts to adjacent properties. The schedule should be updated monthly. No separate payment will be provided for scheduling.

## **COMPLIANCE WITH THE NATIONAL DEFENSE AUTHORIZATION ACT**

(Supplementing Subsection 7.01)

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

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

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

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

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

## **ORDERS OF CONDITIONS**

This project has been issued Orders of Conditions by the Town of Adams' Conservation Commission. The Order of Conditions are part of this contract, and a copy of the Orders of Conditions shall be on-site while activities regulated by the Orders of Conditions are being performed. It is the Contractor's responsibility to be aware of and comply with the Order of Conditions requirements and plan his/her work and schedule accordingly. **The Contractor is hereby notified that he/she will be responsible and held accountable for performing any/all work necessary to satisfy and comply with the entire Orders of Conditions.**

The Order of Conditions are attached. The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the Order of Conditions, as payment for the work shall be included in the various bid items.

## **MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION FILE NUMBER SIGN**

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the contractor with no additional compensation other than the contract unit prices. For this project the Massachusetts Department of Environmental Protection File Number is 086-0160.

## **EMERALD ASH BORER ADVISORY**

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

## **PERSONAL PROTECTIVE SAFETY EQUIPMENT FOR CONTRACTOR PERSONNEL**

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

**COOPERATION OF THE CONTRACTOR**  
**(Supplementing Subsections 5.05 and 5.06)**

The Contractor shall perform the work in cooperation with the various municipal agencies and utility contractors in a manner which causes the least interference with the operations of these agencies and shall have no claim for delay which may be due, or result, from any work needed to be performed by these agents.

**PUBLIC SAFETY AND CONVENIENCE**  
**(Supplementing Subsection 7.09)**

Sweeping and cleaning of surfaces beyond the limits of the project required to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

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

(02/06/2020)

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

**Work Involving Painted Steel.**

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

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

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

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

## **GENERAL REQUIREMENTS FOR DEMOLITION AND WORK INVOLVING PAINTED STEEL** (Continued)

### **Environmental**

All applicable portions of Subsections 961.65 “Worker Protection” and 961.66 “Environmental Protection and Monitoring” shall be followed when performing this work. During chemical stripping a hand washing facility may be used in lieu of a decontamination/changing facility.

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

### **Cleaning/Removal**

#### **Cutting Or Burning Of Steel**

All surfaces to be welded, heated, saw cut or burned shall be cleaned so as to remove all contaminants and/or hazardous materials, which could be discharged to the environment as a function of the subsequent operations.

Lead paint shall be removed in its entirety in an area prescribed by a 6 inch (15 cm) minimum offset from the required work. The paint removal operation may be dry abrasive blasting, wet abrasive blasting or chemical stripping.

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

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

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

#### **Mechanical Disassembly Of Steel**

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

**GENERAL REQUIREMENTS FOR DEMOLITION AND WORK INVOLVING PAINTED STEEL** (Continued)

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

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

**DISPOSAL OF SURPLUS MATERIAL**

Surplus materials obtained from any type of excavation, and all existing and other materials not required to be removed and stacked or needed for use on the project, as determined by the Town, shall become the property of the Contractor, and disposed of subject to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation.

**NOTICE TO OWNERS OF UTILITIES**  
**(Supplementing Subsection 7.13)**

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities at least two weeks in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Town.

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

<b><u>TOWN OF ADAMS</u></b>	
Community Development	Donna Cesan
Town Hall, 8 Park Street	Interim Director
Adams, MA 01220	Phone:(413) 743-8300, Ext. 131
Adams Fire Department	Chief: John M. Pansecchi
3 Columbia Street	Phone:(413) 743-1929
Adams, MA 01220	
Adams Police Department	Acting Chief: Timothy Sorrell
4 School Street	Phone:(413) 743-1212
Adams, MA 01220	
Department of Public Works	Elaine Melillo
Town Hall, 8 Park Street	Administrative Assistant
Adams, MA 01220	Phone:(413) 743-8300, Ext. 122

<b><u>WATER</u></b>	
Adams Fire District	John C. Barrett
3 Columbia Street	Phone: (413) 743-0978
Adams, MA 01220	
<b><u>ELECTRIC</u></b>	
National Grid Electric	Casey Silva
55 Bearfoot Road	Phone:(617) 429-7797
Northborough, MA 01532	Casey.Silva@nationalgrid.com
<b><u>TELEPHONE</u></b>	
Verizon	Paul Styspeck
385 Myles Standish Blvd.	Phone: (413) 787-1845
Taunton, MA 02780	paul.m.styspeck@verizon.com
<b><u>GAS</u></b>	
Berkshire Gas Co.	Wesley Scalise
115 Cheshire Road	Phone: (413) 445-0383
Pittsfield, MA 01201	WScalise@berkshiregas.com
<b><u>CABLE</u></b>	
Charter Communications	Ryan Leach
1021 High Bridge Road	Phone: (518) 930-7516
Rotterdam, NY 12303	Ryan.Leach@charter.com
<b><u>SEWER</u></b>	
Department of Public Works	Joseph Bettis
Town Hall, 8 Park Street	Phone: (413) 743-8325
Adams, MA 01220	
<b><u>DESIGNER:</u></b>	
Vanasse Hangen Brustlin, Inc.	Matt Chase, PE, PTOE
120 Front Street	Project Manager
Worcester, MA 01608	Phone: (508) 513-2706
	Mobile: (413) 426-6114

**NATIONAL GRID EMERGENCY TELEPHONE NUMBERS**

**ELECTRIC:**

Outage/ Emergency: 1-800-465-1212

New Service: 1-800-375-7405

Customer Support: 1-800-322-3223

**BERKSHIRE GAS EMERGENCY TELEPHONE NUMBERS**

**GAS:**

Outage/Emergency: 1-800-292-5012 or 413-499-1680

New Service: 1- 800-297-7144

Customer Support: 1-800-292-5012

## **PROTECTION OF UNDERGROUND FACILITIES**

The Contractor's attention is directed to the necessity of making his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 811 or 888-344-7233. The website to create a ticket is <https://www.digsafe.com/exactix>.

## **PROTECTION OF UTILITIES AND PROPERTY** **(Supplementing Subsection 7.13)**

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall sustain them securely in place. The Contractor shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The Contractor shall also be responsible for the repair or replacement, at no additional cost to the Town of any damage to such structures caused by construction operations. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Town, furnish labor and equipment to work temporarily under the utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Town or by the utility owner which suffers the loss. The Contractor shall bear the cost of such repairs, without compensation therefor.

If during construction there is an existing utility and/ or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures. The Town will, as soon as possible identify the utilities to be relocated or other such activities deemed suitable for resolution.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in protecting or repairing property as specified in this Section, shall be considered included in the lump sum price bid.

## **PRESERVATION OF ROADSIDE GROWTH** **(Subsection 8.08 shall be amended as follows)**

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

Do not store equipment or stockpile materials within drip line of trees or in areas enclosed by tree protection fencing. Avoid any direct soil contamination in root zone area by petroleum, petroleum products or solvents, salts, or any other pollutant during construction.

Trees and or shrubs that, in the judgment of the Town, have been irreparably damaged by the Contractor shall be replaced in kind and in size, or, with a quantity of 2-inch caliper replacement trees (the quantity of which shall be determined by the Town) such that the cumulative caliper of the replacement trees will be up to the equivalent of diameter of the lost tree at breast height. Cost of replacement trees or shrubs shall be paid by the Contractor. Cost of removal of destroyed trees or shrubs, including roots and stump, as well as the cost of replacement trees, shall be paid for by the Contractor.

### **SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS** **(Supplementing MassDOT Subsection 850.21 AND 850.61)**

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

Items have been provided for Safety Signing for Traffic Management, Portable Breakaway Barricade Type III, and Temporary Barrier (TL-2). Any additional safety controls for construction operations shall be considered incidental to this contract shall be included in the unit bid price for the contract items requiring such controls.

Positioning, adjusting and re-positioning of all devices such as traffic cones, temporary barrier, high level warning devices, etc. is considered incidental to the contract and no separate payment will be made.

### **MATERIAL REMOVED AND STACKED**

The Contractor shall carefully remove, transport, and stack all material that, in the opinion of the Town, is salvageable. The material shall be stacked at the Town's Wastewater Treatment Plant at 273 Columbia Street. The Contractor shall coordinate with the Town of Adams to schedule drop-off time and location.

### **DRAINAGE**

All existing pipes to be abandoned shall be plugged with brick masonry not less than 8 inches in thickness in conformance with the Standard Specifications, Subsection 270.62.

No separate payment will be made for maintenance of the existing drainage system, cleaning of existing drainage structure and pipes, or for plugging of existing abandoned pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

**TEMPORARY ACCESS TO PROPERTIES**  
**(Supplementing Subsections 8.02 and 8.06)**

The work is in a residential and commercial section of the Town and access to all properties must be maintained at all times.

The Contractor shall provide safe and ready means of ingress and egress to all residences in the project area, both day and night, for the duration of the project.

**CONSTRUCTION ACCESS AND STAGING**

The Contractor is advised that the property at 20 North Summer Street, Adams, MA, adjacent to the project site at 17–31 Jordan Street, may be used as a temporary laydown, storage, and construction staging area for the installation of the culvert. The Town has secured an separate agreement between the Town and the property owner. The Contractor shall comply with all conditions and limitations of that agreement as communicated by the Town.

The Contractor shall be fully responsible for its operations on this property, including protection of existing features, correction of any damage caused by its activities, and restoration as specified herein. Use of this property shall not relieve the Contractor of any obligations under the Contract, nor shall it be grounds for additional compensation or time. The Contractor shall protect all existing features and improvements on the property not designated for disturbance and shall confine operations to the limits approved by the Town.

Upon completion of use of the staging area, the Contractor shall restore all disturbed staging and laydown areas on the 20 North Summer Street property as follows:

- Strip, regrade, and fine grade the disturbed areas to provide a uniform surface, free of ruts and depressions, to match the pre-existing grades to the maximum extent possible
- Place a minimum of 6 inches (compacted thickness) of gravel surfacing over all disturbed staging and laydown areas, to an approximate total area of 16,000 square feet, or as directed by the Engineer.
- Compact the gravel to provide a firm, stable surface acceptable to the property owner and the Town.

The gravel surfacing shall be Dense Graded Crushed Stone conforming to MassDOT Item 402, or as otherwise approved by the Town, and shall provide a gravel-like surface suitable for continued use by the property owner. All work associated with grading, shaping, and compacting of the disturbed areas shall be paid for under Item 170 – Fine Grading and Compacting. All work associated with furnishing and placing the gravel surfacing shall be paid for under Item 402 – Dense Graded Crushed Stone for Sub-base, at the Contract unit prices. No separate payment will be made for temporary use of the property, protection of existing features, or any additional measures required to satisfy the agreement between the Contractor and the Town or property owner.

## **SAWCUTS**

Existing pavements to remain shall be sawcut at all openings for utility work, for new or reset curb, and at all joints with existing pavement, and at the limits of work as shown on the plans and as directed by the Town. No separate payment shall be made for sawcut, the cost shall be considered incidental to other work.

## **PROPERTY BOUNDS**

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and/or realigned by the Contractor as directed by the Town at no cost to the Owner.

## **RESTRICTED MATERIALS**

All new construction materials shall be asbestos-free including any roofing felt, adhesives, waterproofing materials, grout, or sealer that may be used in project construction.

## **DUMPSTER REMOVED AND RESET**

The Contractor shall be responsible for contracting the trash service company servicing #17-21 Jordan Street to move, handle, or remove and reset an existing private dumpster to a location shown on the Drawings. The Contractor shall not handle the private dumpster but shall make arrangements with the trash service company to perform all movements of the private dumpster, as many times as needed during the Project.

The Contractor shall coordinate operations regarding the private dumpster with other construction activities. No separate payment will be made for this work but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

Unless otherwise indicated in the Contract Documents, the Contractor shall comply with the Standard Specifications referenced above.

**ITEM 101.****CLEARING AND GRUBBING****ACRE**

The work under this item shall conform to the relevant provisions of Subsection 101. of the Standard Specifications and the following:

This work shall consist of clearing, grubbing, cutting, removal, and disposal of all vegetation and debris within the limits of work from the approximate limit of grading on the north side of the project (near the apartment building and 20 North Summer Street property) to the approximate limit of grading on the southern edge of the project (Stanley Lumber yard), as shown on the Final Conditions Construction Plans.

This work shall consist of clearing, grubbing, cutting, removal, and disposal of all vegetation and debris within the limits of work from the approximate limit of grading on the north side of the project (#17-#31 Jordan Street property) to the approximate limit of grading on the southern edge of the project (0 & 20 North Summer Street property), as shown on the Final Conditions Construction Plans.

Work under this item shall include, but not be limited to, the removal and proper off-site disposal of:

- Standing trees, brush, shrubs, vines, and undergrowth.
- Fallen or downed trees, large cut tree trunks, tree sections, and downed branches.
- Stumps and roots, including partially buried stumps, within the limit of grading or as required for installation of new work.
- Timber debris, lumber scraps, and miscellaneous wood waste.
- Large stones, boulders, and rock fragments not suitable for reuse in the work as determined by the Engineer.
- Concrete rubble and miscellaneous non-reinforced concrete debris associated with the former culvert or other structures, except as otherwise noted below.
- General debris and trash including, but not limited to, metal scraps, plastic, tires, household or construction waste, fencing remnants, and any other foreign material within the clearing and grubbing limits that may interfere with construction or final grading.

All materials removed under this item shall be disposed of off-site in accordance with applicable laws and regulations, unless otherwise directed by the Town. Materials shall not be buried on site.

Existing stumps rooted in the ground within the limit of grading shall be removed to a minimum of 6 inches below finish grade or to such greater depth as required to accommodate proposed structures, embankments, drainage, utilities, and other improvements. Voids left by stump and root removal shall be backfilled and compacted with acceptable material in accordance with the Standard Specifications and as directed by the Town.

The Contractor shall exercise care to avoid damage to trees, vegetation, structures, utilities, and features outside the limit of clearing and grubbing. Any damage to features designated to remain shall be repaired or replaced at the Contractor's expense to the satisfaction of the Engineer.

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

Item 101. Clearing and Grubbing will be measured for payment in accordance with Subsection 101.80, except that the limit of clearing and grubbing shall be the approximate limit of grading shown on the plans and does not extend 5 feet beyond that limit.

Item 101. Clearing and Grubbing will be paid for at the Contract unit price per acre, in accordance with Subsection 101.81. The Contract unit price shall be full compensation for all labor, equipment, tools, incidentals, and for the removal, handling, and off-site disposal of all vegetation, stumps, roots, debris, trash, concrete rubble (except as noted below), large stones, and similar materials within the specified limits, and for backfilling and compacting any resulting voids.

Removal and disposal of the pile of reinforced concrete and rebar from the collapsed culvert will be paid for under Item 127.2 – Removal and Disposal of Existing Reinforced Concrete Debris and is not included in Item 101.

**ITEM 115.1****DEMOLITION OF EXISTING CULVERT****LUMP SUM**

The work under this Item shall conform to the relevant provisions of Subsection 112, 120, and 140 of the Standard Specifications, amended and/or supplemented as follows:

The work to be done under this Item shall consist of the demolition and satisfactory removal of the existing culvert to the limits and grades as shown on the plans.

Existing materials to be removed and disposed of under this Item include, but are not limited to, the existing concrete walls and slab components of the culvert to limits that extend to four (4) feet in all directions of the proposed concrete culvert structures, proposed drainage structures, pipes or utilities. The portions of the existing culvert slabs or walls that lie outside the four (4) foot envelope of the proposed structure at locations specified to be filled, shall be demolished to a minimum of two (2) feet below finished grades as shown on the Plans.

Within 10 working days of the notice to proceed, the Contractor shall submit a plan indicating his proposed demolition procedures and methods to be used including equipment, tools, devices, crane or excavator capacity and location, schedule of operations, methods of utility protection, etc., to the Engineer for approval. The requirements for equipment and all procedures utilized shall be in conformance with the intent of 960.61, subsection *Erection*, of the Standard Specifications.

The demolition procedures and any necessary calculations and drawings shall be stamped by a Professional Engineer registered in Massachusetts certifying that all existing structural members are suitably supported throughout the demolition process. In determining the stresses to which the structure will be subjected, all loading combinations including traffic and the Contractor's equipment shall be considered. The method of determining stresses shall conform to the latest AASHTO Standard Specifications for Highway Bridges. Work under this Item may not commence until the Engineer has given written approval.

No debris, tools or incidental equipment of any kind will be permitted to fall into areas within the vicinity of the waterway under. Any material that accidentally falls into such areas shall be removed immediately.

All materials removed under this item shall become the property of the Contractor and shall be removed from the job site and disposed of properly.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Unless otherwise covered under other contract items, full payment for this work shall be included under the lump sum price for this item, and shall include all labor, equipment and materials necessary to complete the work.

**ITEM 127.1****REINFORCED CONCRETE EXCAVATION****CUBIC YARD**

The work under this Item includes the removal of deteriorated and/or spalled concrete, as may be required, for repairs of reinforced concrete as shown on the Plans and as directed by the Engineer.

The work described under this item shall be performed only for Bid Alternate 1.

**GENERAL**

Existing deteriorated concrete shall be removed to the limits of sound concrete as directed by the Engineer and as shown on the Plans. If sound concrete has been reached at more than 1½" from the outside surface, but less than 1" clearance exists between the sound concrete and the inside surface of exposed reinforcing steel, enough sound concrete as is necessary to achieve this 1" minimum clearance shall be removed. The removal of this sound concrete shall also be included for payment under this Item.

The Contractor shall not damage any existing reinforcing steel in areas where deteriorated or spalled concrete is being removed.

The Contractor shall take all measures necessary to protect the portions of existing structure to remain from construction operations. No debris, tools or incidental equipment of any kind will be permitted to fall into areas of the remaining existing structure. Any material that accidentally falls into such areas shall be removed immediately.

The Contractor will not be paid for the removal of any concrete beyond the limits described under this item and approved by the Engineer.

**CONSTRUCTION METHODS****A. Inspection of the Concrete Surfaces**

The Contractor will perform their own investigations to "evaluate" and mark out the surfaces of the concrete to determine the areas for repairs. Methods for evaluation shall include non-destructive methods such as visual observations and acoustic impact method using a hammer or chain drag (for horizontal surfaces only). The Contractor is referenced to ACI Report 201.1R-08 "Guide for Making a Condition Survey of Concrete in Service" and ACI Report 364.1R-94 "Guide for Evaluation of Concrete Structures Prior to Rehabilitation" in regard to evaluation methods. Before any existing concrete is removed, the Contractor will provide the Engineer clear access to the areas designated for repair. During this time, the Engineer will perform an inspection of the areas and will approve and/or designate the areas where concrete removal and repair will be required.

It shall be the responsibility of the Contractor to inform the Engineer, in writing, of the date that a structure will be available for inspection operations. Notification shall be given to the Engineer at least seven (7) days prior to the date that the area in question will be in a condition acceptable to the Engineer.

The Contractor will not be allowed to do any further repair work until all necessary inspection operations have been performed, unless given permission by the Engineer.

The Contractor will include any costs related to the allowance for this inspection in the general cost of the work.

## **B. Removal of Deteriorated Concrete**

All deteriorated concrete designated for removal under this Item shall be removed within the limits agreed upon by the Contractor and the Engineer. The lateral limits of each area to be repaired will be delineated by the Contractor, suitably marked and subsequently approved by the Engineer. Where several areas to be repaired are very close together, the Engineer may combine these individual repairs into a larger area. The outlines of each such area shall first be cut to a depth of 1/2 inch with an approved power-saw capable of making straight cuts. If reinforcing steel is encountered within the outer 1/2 inch depth during sawing operations, the depth of sawcut shall immediately be adjusted to a shallower depth so as not to damage the steel bars. If so directed by the Engineer, sawcutting shall again be carried down to the 1/2 inch depth at other locations of repair provided reinforcing steel is not again encountered. Where over-breakage occurs resulting in a featheredge, the featheredge shall be squared up to a vertical edge in an approved manner. Where sawing is impractical, the area shall be outlined by chisel or other approved means.

The removal of deteriorated concrete shall be accomplished by pneumatic or power hammers approved by the Engineer. For concrete removal, the weight of pneumatic or power hammers shall not exceed 25 pound class. In the area of reinforcement, the max size of pneumatic or power hammer shall not exceed 15 pound class. Fillets at inside corners of intersecting limit lines shall be carefully removed. After completion of concrete removal, the sides of the patch shall be vertical down to the bottom of the patch.

The minimum depth of concrete removal shall not be less than the specified minimum thickness of repair material.

Before removing concrete, the Contractor shall take adequate precautions to prevent any materials from dropping to any areas outside the limits of repair. All debris shall be promptly swept up and removed from the site. All materials shall be satisfactorily disposed of by the Contractor.

Where the existing reinforcing steel has deteriorated and lost 25% or more of its original section or is damaged, it shall be supplemented with new reinforcing steel of the same size. Pneumatic tools shall not be placed in direct contact with reinforcing steel. Any sound reinforcing steel damaged during the concrete removal operations shall be repaired or replaced by the Contractor at his expense as directed by the Engineer. New steel shall be attached beside existing steel with a minimum splice length as indicated on the Plans, or as directed by the Engineer. The concrete shall be removed to a minimum depth of 1 inch below the new steel. Any new reinforcing steel required shall be paid for under Item

## 910.1 Steel Reinforcement for Structures - Epoxy Coated.

### **C. Surface Preparation**

Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. The Contractor shall mechanically prepare the concrete substrate to obtain a surface profile of  $\pm 0.06$  inch with a new exposed aggregate surface. Area to be patched shall not be less than 1 inch in depth behind the existing rebar using a rapid hardening concrete selected from the MassDOT Qualified Construction Materials List (QCML) and approved by the Engineer.

If reinforcing steel is exposed, the Contractor shall mechanically clean and then high-pressure wash with water that does not contain detergents or any bond inhibiting chemicals. Where active corrosion has occurred that would inhibit bonding, abrasive blast steel to white metal finish.

After removals and edge conditioning are complete, the Contractor shall remove bond inhibiting materials (dirt, grease, loosely bonded aggregate) by abrasion blasting or high-pressure water blasting with water that does not contain detergents or any bond inhibiting chemicals. The Contractor shall check the concrete surfaces after cleaning to insure that the surface is free from additional loose aggregate or that additional delamination is not present.

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

The work described under this Item, except that for which payment is provided elsewhere, will be paid for at the contract unit price per Cubic Yard for Item 127.1 and shall include all labor, equipment and materials necessary to complete the work.

**ITEM 127.2**

**REMOVAL AND DISPOSAL OF EXISTING  
REINFORCED CONCRETE DEBRIS**

**CUBIC YARD**

The work to be done under this Item shall consist of the demolition and satisfactory removal of the collapsed area of existing culvert as shown on the Plans.

Existing materials to be removed and disposed of under this Item shall include, but are not limited to, existing reinforced concrete, rubble, gravel and all other debris accumulated as a result of the existing culvert collapse.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Measurement shall be made to the nearest 0.1 cubic yards of completed debris removal and accepted by the Engineer. Payment will be made at the contract unit price per cubic yard and shall be considered full compensation for all labor, equipment, stockpiling, hauling, disposal, and incidentals necessary to complete the work.

**ITEM 140.****BRIDGE EXCAVATION****CUBIC YARD**

Work under this item shall conform to the relevant provisions of Subsections 120, 140 and 150 of the Specifications and the following:

Excavation shall be as required to install the proposed culverts to the line and grade shown on the Plans. Any materials encountered as defined in the referenced sections of the Specifications under the classification of Earth Excavation or Bridge Excavation shall be removed.

Backfill shall be placed and compacted in accordance with the relevant provisions of Subsection 150 of the Specifications. Compaction shall be achieved using mechanical tampers or other approved compacting equipment.

Any necessary temporary support of excavation shall be designed and stamped by a Professional Engineer registered in Massachusetts and submitted for approval. Any temporary support of excavation that protrudes into the soil below the proposed bottom of curtain wall must be cut off and left in place as extraction may disturb the supporting soil.

Temporary support of excavation shall be measured and paid for under Item 950.1 – Temporary Shoring.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Measurement shall be made to the nearest 0.1 cubic yards of Bridge Excavation complete and accepted by the Engineer. Payment will be made at the contract unit price per cubic yard and shall be considered full compensation for all labor, equipment, stockpiling, hauling, disposal, and incidentals necessary to complete the work.

**ITEM 222.3****FRAME AND GRATE (OR COVER)**  
**MUNICIPAL STANDARD****EACH**

The work under this item shall conform to the relevant provisions of Subsection 220 of the Standard Specifications and the following:

Municipal standard frames and grates or covers shall have an HS20 loading rating and shall conform to AASHTO M306 and ASTM A48 "Standard Specification for Gray Iron Castings". The frames shall have a clear opening of 24 inches and be a minimum of 8 inches in height. The grates shall have a 2-inch by 2-inch slot openings and shall be bicycle friendly.

Municipal standard frames and covers shall be installed in locations shown on the Contract Drawings, including but not limited to the top of the proposed culvert.

A 4-inch diameter metal medallion bearing the words "No Dumping - Drains to Waterways". The medallion shall have a fish symbol with a blue background. The medallion shall be permanently affixed to all new grates prior to installation on the frames.

**SUBMITTALS**

The Contractor shall submit to the Engineer for Approval, the manufacturer's cutsheet of the medallion prior to the installation of drainage structures.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item 222.3 Frame and Grate (or Cover) – Municipal Standard shall be measured and paid for at the Contract unit price per each, which price shall include all labor, material, equipment and incidental costs required to complete the work. There shall be no separate payment to furnish and install metal medallions.

**ITEM 622.12**                      **STEEL BACKED WOOD GUARDRAIL, TL-2**                      **FOOT**  
**(SINGLE FACED)**

**ITEM 627.84**                      **STEEL BACKED WOOD GUARDRAIL**                      **FOOT**  
**END TREATMENTS, TL-2**

DESCRIPTION

The work under these items shall conform to the relevant provisions of Subsection 601 of the Standard Specifications, and the following:

The work shall include the furnishing and installation complete in place of steel-backed wood guardrails and end treatments, meeting TL-2 requirements, including posts and rails, and any hardware, and fittings required as shown on the plans.

The Contractor shall not order materials until the shop drawings have been approved.

SUBMITTALS

SHOP DRAWINGS:

At least thirty days prior to intended use, the Contractor shall provide the following shop drawing for approval by the Engineer. The Contractor shall submit complete shop drawings for steel-backed wood guardrail and end treatments. Shop Drawings shall include the material descriptions, construction details, dimensions of individual components and profiles, and finishes, layout, elevations, and sections. Enlargement details for attachment of wood panels to posts shall be provided. No materials shall be fabricated or shipped prior to approval of shop drawings by the Engineer.

MANUFACTURER'S LITERATURE:

Wood Material including grade  
All hardware  
Wood preservative for sub-surface portions of posts  
Stain for wood

CERTIFICATIONS:

A certificate of wood treatment shall be furnished to the Engineer upon delivery of the treated wood products. Treated wood shall bear the appropriate American Wood Protection Association (AWPA) quality mark for the treatment employed. The certificate shall indicate acceptability of treated wood to receive field-applied stain.

The Contractor shall also submit layout plan for single faced wood guardrail showing post locations, including end and closure posts.

## QUALITY ASSURANCE

Posts and offset blocks that contain unsound knots and shakes, excessive checking, or other defects that may be detrimental to the structural integrity of the completed guardrail will be rejected and shall not be used.

## MATERIALS

### Wood

Wood for Guardrail Rails shall be stress grade 1,000 psi or more, extreme fiber in bending.

Post and rails shall be treated with a wood preservative as specified in Article 2.01B. Minimum net retention shall be 0.40 lbs./cubic foot. All treated posts shall be marked in accordance with AWWA Standards M1 and M6. The posts shall also be stamped with the inspector's identification in accordance with AWWA Standard M2.

Posts and rails shall be predrilled and cut to the required dimensions prior to treatment. Bolt holes shall be 1/16 inch larger than bolt thread diameter.

### Steel Backing for Wood Guardrails

Steel rails and splice plates shall be ASTM A709, Grade 36 steel and shall be zinc coated by the hot dip process. The zinc coating shall not be less than 2 ounces per square foot of surface area. Holes shall be drilled before application of the zinc coating. All hardware shall be zinc coated.

### Fasteners for Guardrail:

All bolts, nuts and washers shall conform to ASTM A307 and galvanized in conformance with ASTM A153.

## CONSTRUCTION METHODS

Install wood fence as shown on the Drawings and approved Shop Drawings.

**Post Setting:** Layout spacing of posts in the field prior to excavating post holes. Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. The bottom of post holes shall be tamped to grade. Post shall be set plumb at the required location. The Contractor shall set posts and protect portion of posts aboveground from damage.

Wood guard rails shall be erected to form a smooth continuous rail conforming to the required line and grade. Butt adjoining rail sections with a maximum separation between adjoining rail section of 1/16 inch.

Guardrail rails shall be butt jointed at alternate posts or as directed, and shall be securely attached with galvanized steel carriage bolts, at least two per rail per post, of sufficient length to secure with washer and nut. Hammering or other forceful method of inserting bolt will not be permitted. Rail splices and terminal section connections shall occur only at posts.

Wood surfaces, cut or injured, and field boxed in wood posts shall be treated with two brush-applied coatings of wood preservative using material of the same specifications as that used in the preservative treatment.

#### **METHOD OF MEASUREMENT**

Item 622.12 – Steel-backed Wood Guardrail, TL-2 (Single Faced) will be measured per FOOT installed complete-in-place.

Item 627.84 – Steel-backed Wood Guardrail End Treatments, TL-2 will be measured per EACH installed complete in place.

#### **BASIS OF PAYMENT**

Item 622.12 shall be paid for at the Contract Unit Price per foot, which price shall include all hardware, posts, gravel borrow for subbase, including all labor, equipment, materials, tools, incidental work, and construction methods.

Item 627.84 will be measured per EACH installed complete-in-place and all hardware all which price and payment shall constitute full compensation for complete compliance with requirements of these items, including all labor, equipment, materials, tools, incidental work, and construction methods

**ITEM 646.096**

**96 INCH CHAIN LINK FENCE (PIPE TOP RAIL)  
VINYL COATED (LINE POST OPTION WITH SLATS)**

**FOOT**

The work shall conform to the relevant provisions of Subsection 644 of the Standard Specifications and the following:

This work shall consist of the construction of vinyl coated-chain link fence with HDPE privacy slats pre-inserted in the fencing fabric in accordance with these specifications, and in close conformity with the lines and grades shown on the plan or established by the Engineer.

**SUBMITTALS**

Submit the following prior to ordering this Item:

- Submit manufacturer's cut sheets and warranties for fencing products.
- Submit installation instructions, manufacturer's cut sheets, and warranties for privacy slats.
- Submit color chips for the privacy slats. The Town shall get approval from the Owner regarding the color of the slats.

**REFERENCES**

ASTM D638 - Standard Test Method for Tensile Properties of Plastics

ASTM D746 - Standard Test Method for Brittleness ASTM D747 Standard Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam

ASTM D1238 - Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer

ASTM D1505 - Standard Test Method for Density of Plastics by the Density Gradient Technique

**QUALITY ASSURANCES**

Installer Qualifications: Company specializing in performing the work of this section with minimum five (5) years documented experience of installing privacy slats and installing fencing with pre-inserted privacy slats.

**MATERIALS**

The fence shall be 96" high with black vinyl coating, and shall be able to accommodate the privacy slats.

The privacy slats which are pre- inserted at the time of manufacturing, shall be double wall, self-locking, 1.5” (approx.) wide to provide a tight fit in the fence fabric and provide 90% (approx.) privacy. The slats shall be manufactured from virgin, high- density polyethylene (HDPE). Color shall be black and shall be approved by the Town prior to the Contractor ordering the product.

## CONSTRUCTION METHODS

### Pre-Inserted Privacy Slats

Contractor shall inspect the privacy slats before and after fence erection. Damaged and defective slats have the following characteristics:

- Slats should not slip or go behind the knuckle thus causing less privacy and very sloppy looking, non-uniform slats.
- Slats should be free from an excess of smudge, grease or insertion marks.
- Slats should fit tight and securely in the mesh without use of staple or stitch.
- Slats shall not be damaged, chipped, creased, or bent.

Damaged and defective slats shall be replaced with new slats at no cost to the Owner. Installation of replacement slats shall comply with the Manufacturer’s guidelines.

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

96 Inch Chain Link Fence (Pipe Top Rail) Vinyl Coated (Line Post Option with Slats) will be measured, approximately parallel to the ground by the foot of completed fence, exclusive of openings from outside of to outside of end posts.

96 Inch Chain Link Fence (Pipe Top Rail) Vinyl Coated (Line Post Option with Slats) will be paid for at the contract unit price per foot, complete in place, except for rock excavation, which shall include all drive anchors, line posts, fabric, top rail, cable or wire, fasteners, clips and all material and equipment necessary to complete the work in a satisfactory manner. Allowance for rock excavation will be as specified under Class B Rock Excavation.

Privacy slats are considered incidental to this Item. Replacement of damaged or defective slats shall also be considered incidental.

**ITEM 652.1**

**SWING GATE**

**EACH**

The work under this Item shall consist of the furnishing, transportation and installation of single leaf pipe gates at the locations shown on the plans in accordance with the applicable provisions of Subsection 644, as specified herein, as shown on the construction details, and as directed by the Town.

**SUBMITTALS**

The Contractor shall submit a detailed shop drawings for swing gates and shall not order any materials prior to approval.

All shop drawings shall be thoroughly checked by the Contractor for completeness and compliance with the contract documents before submitting.

The approval of the shop drawings will be general and shall not relieve the Contractor from the responsibility for details of design and dimensions necessary for proper fitting and construction of the work as required.

**MATERIALS**

Concrete for the support and stanchion post footings shall be 4000psi – 1.5in 565 Cement Concrete and shall conform to Subsection M4.02.00 of the Standard Specifications or as recommended by the manufacturer.

Structural steel plates, angles, pins, pipes and other steel shapes shall conform to the requirements of ASTM A36 and shall match the dimensions shown on the plans.

Grease shall be a premium grade, high viscosity lithium with oxidation inhibitor and effective for low and high temperature.

Gravel Borrow shall conform to Subsection M1.03.0 Type 6 or as recommended by the manufacturer.

**CONSTRUCTION METHODS**

The steel pipe gates shall be fabricated, handled and erected in strict accordance with the AISC Specifications for Design, Fabrication, and Erection of the Steel Pipe for Building, the drawings and these specifications.

Only welders, tackers and welding operators who have been previously qualified by the American Welding Society to perform the type of work required, shall make Welds.

Welding shall conform to the requirements of the American Welding Society Standards.

The gate locations shown are approximate. The Contractor shall be responsible for all layout and survey work required for the construction of the gate and shall not proceed with construction until the alignment, direction of swing and angle of each gate leaf has been reviewed, located and approved by the Town.

The Contractor shall excavate for the footings for the support and stanchion posts to a minimum depth of 4.5 ft below finish grade and a minimum diameter of 2 ft. Forms shall be constructed of smooth unyielding materials, to the shape, lines and dimensions shown on the drawings and shall be substantial and sufficiently tight to prevent leakage of mix. Forms shall be properly braced, tied together and supported to maintain position and shape. Placement of the concrete against the walls of the excavation will be permitted, where forming is not practical. No mass of concrete shall be wider at the top than at the bottom.

#### Placing Concrete

The Contractor, prior to the placing of concrete for the footings, shall erect the support posts in perfect vertical alignment in all directions and shall maintain the alignment during and after placing the concrete. Wood supports within the footings will not be permitted. The Contractor is required and shall set the elevation of the support posts and stanchions with a level instrument.

The contractor shall notify the Town at least 48 hours in advance of placing any concrete.

Concrete shall be thoroughly worked and compacted by vibratory equipment only and shall be thoroughly worked into corners of forms so as to be free from voids, pockets or honeycombs. Each footing shall be monolithic.

The Contractor shall remove the forms and shall backfill with gravel borrow which shall be compacted to not less than 95% of the maximum dry density of the material. Excavated material shall be disposed of legally off site or re-used on site.

#### Erecting and Alignment

The Contractor shall, after a minimum 10 day curing period, erect the gate leaves and stanchion with extreme care to assure proper operation. Once erected, the Contractor shall fully grease, test swing each gate leaf and adjust in the presence of the Town. When the operation of the gate is approved by the Town, the Contractor shall complete the field welds if any are required.

#### Painting

The steel shall be thoroughly cleaned of loose mill scale, rust, dirt, grease and all rough or sharp edges ground smooth before the shop coat of primer is applied,

One shop coat of new metal primer shall be applied at a 1-2 mils dry thickness. All finishing shall be applied after installation. The Contractor shall apply two coats of overall coverage in strict accordance with the manufacturer's recommendations.

Prior to applying the first finish coat, the Contractor shall make any and all adjustments necessary for proper operation of the gate to the satisfaction of the Town and shall touch up shop coat primer where it is missing

Workmanship shall be of the best quality, performed only by skilled workmen. Paint shall not be applied over a previously applied coat until the surface is dry, hard, ready to receive the next coat, and the Town has approved the surface. Materials shall be spread evenly and flowed on smoothly and evenly, without runs, sags, brush marks or skips.

#### Color Schedule

The finish coat shall be BLACK and shall match the color of the bollards.

#### **METHOD OF MEASUREMENT**

Swing Gates will be considered as a unit complete and installed and measured per each.

#### **BASIS OF PAYMENT**

Swing Gate shall be paid for at the Contract Unit Price per each, which price shall include all excavation, backfilling with gravel borrow, labor, material, cement concrete for foundations and tubing. Any rock or ledge removed for the installation of bollards shall be paid for under Item 144. Class B Rock Excavation. The cement concrete for filling the tubes and foundations shall be considered incidental and included in the payment for this item.

**ITEM 657.**

**TEMPORARY FENCE**

**FOOT**

**ITEM 657.5**

**TEMPORARY FENCE REMOVED AND RESET**

**FOOT**

The work shall conform to the relevant provisions of Subsection 644 of the Standard Specifications and the following:

Work under this section shall consist of furnishing, installing, and maintaining temporary fence during construction and work zone access gates with privacy screening to enclose all work areas as shown on the plans and as requested by the Town. The work shall also include removing and resetting Temporary Fence and gates required by the various stages of construction as shown on the plans or as directed by the Town.

**MATERIALS**

All Temporary Fence and work zone access gates (hereinafter referred to as Temporary Fence), shall be galvanized chain link and a minimum six feet (6') in height. The fence shall be supported by and tightly secured to galvanized steel posts driven below grade.

Temporary construction fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than 4 inches of deflection.

All Temporary Fence shall have a privacy screening material securely fastened to the work area on the north side of the fence (screening the #17-31 Jordan Street property). The screening material shall be fire-retardant and prevent visibility into the work area. The Contractor shall repair or replace the temporary construction fencing and screening at no additional cost if it is damaged during the duration of construction. The privacy screen shall be a minimum of six (6) feet in height, green in color, knitted with 100% high quality PURE polyethylene material for maximum UV stabilization (90% UV protection and 88% blockage). Screening shall include reinforced binding and brass grommets on all edges.

Width of gates shall be a maximum of 24'.

**CONSTRUCTION**

Temporary Fences shall be erected prior to moving construction equipment or materials onto any area designated for protection. The line of temporary construction fencing as indicated on the plans shall be staked or marked out on the ground by the Contractor and approved by the Town before any fence is installed.

Temporary Fence shall be installed with suitable anchoring to remain rigid and taut at all times. Temporary Fence posts shall be located a maximum of ten feet (10') on center. Fence posts may be set in various surfaces such as sand, soil, asphalt, or concrete as necessary.

The Contractor shall repair or replace the Temporary Fence at no additional cost if it is damaged during the duration of construction.

The Contractor shall remove and reset the temporary fence to newly established work areas as shown on the plans.

Fencing and posts shall be completely removed at the completion of construction or as directed by the Town. Any surfaces disturbed or damaged must be restored to its original condition unless otherwise directed by the Town.

Gates must remain closed at all times to prevent unauthorized access. All gates shall be locked when construction personnel are not present.

### **METHOD OF MEASUREMENT**

Item 657. Temporary Fence shall be measured per FOOT of material actually installed, in place, and accepted by the Town.

Item 657.5 Temporary Fence Removed and Reset shall be measured per FOOT of material reset in the newly established work area and accepted by the Town.

### **BASIS OF PAYMENT**

Item 657. Temporary Fence and Item 657.5 Temporary Fence Removed and Reset shall be paid for by the contract unit price per FOOT which shall be complete compensation for all work, equipment, materials and incidentals required to complete the item in accordance with the Plans and Specifications and as accepted by the Engineer.

There shall be no separate payment for final fence removal, maintenance, repair, or anchoring.

**ITEM 665.075****72 INCH STOCKADE FENCE****FOOT**

The work shall conform to the relevant provisions of Subsection 644 of the Standard Specifications and the following:

**GENERAL**

The Contractor shall provide all tools, equipment, labor, and materials to furnish and install 72-inch-high Stockade Fence, timber posts, plus all accessories, and incidentals necessary for the proper erection and installation of the fence.

The intention is to match as closely as possible the size and type of existing stockade fence. The Contractors shall examine the existing fence for post, picket, and rail dimensions, post and picket height above the finished grade, style and type of fasteners and fittings. New fence shall be sized assuming 30 inches of post will be embedded in a concrete footing two (2) ft below finished grade and 10 ft center to center spacing of posts. Existing fence may be reused, if approved by the Town, and should be considered prior to ordering new materials. All posts shall be replaced. Please note that the posts are taller than the fence to extend over the existing stone wall.

**SUBMITTALS**

Submit manufacturer's data and details of following items for approval:

- Cedar Fence Pickets and Posts
- Pine Timber Rails
- Materials to be used for installation.
- Fasteners and fixtures.
- Installation instructions.

**MATERIALS**

The fence pickets shall be six (6) feet in height consisting of cedar and attached with three (3) horizontal wooden rails on timber posts.

1. All structural framing lumber (posts and rails) shall be minimum No. 2 grade or better, straight, free of loose knots and other defects, pressure treated, exterior grade.
2. Vertical post size shall be nominal 4"x4" of sufficient length to provide a 6 ft fence height above finished grade plus the required embedment and any additional height needed to extend above the existing stone wall, matching the existing post height and relationship to the wall.
3. Rails shall be nominal 2x4, minimum 12 ft in length, with three (3) horizontal rails per fence bay (top, middle, bottom), to match existing layout. Bent or warped rails which would create an uneven mounting surface for the fence pickets shall not be accepted.
4. Fence pickets shall be nominal 1 in x 6 in cedar boards, straight, free of significant knots and other defects, with length and top profile (flat or pointed) to match the existing fence, typically 6 ft exposed plus any required extension above the top rail.

5. Pickets shall be of uniform coloration, size, and grading to provide a neat and consistent appearance of the finished fence. Bent or warped pickets which would cause openings between adjacent pickets greater than one-quarter inch (1/4 In) width shall not be accepted.
6. 2x4 rails and 4x4 posts shall be fastened with two (2) #16d hot-dipped galvanized nails (or approved equivalent screws) at each attachment. All fasteners shall be corrosion resistant (hot-dipped galvanized or stainless steel).
7. Each picket less than 8 in wide shall be fastened with a minimum of two (2) #8d galvanized nails or equivalent screws at each rail or support.

## CONSTRUCTION METHODS

### Installation

The fence shall be installed by skilled and experienced fence erectors, and on lines and grades indicated on the Drawings.

### Construction

#### POSTS

Post shall be embedded 1 ft 9 inches into a concrete footing 10 inches in diameter and 2 ft deep, or as recommended by the manufacturer.

All posts shall be set plumb and in three thousand (3000 psi) compressive strength concrete footings.

The concrete shall extend a minimum three inches (3 In) below the bottom of the post.

Concrete shall be crowned slightly above grade to provide drainage and troweled to provide a smooth, neat appearance.

Posts shall be spaced a maximum of 8 ft on center for 72-inch-high fences, or as required to match the spacing of the existing fence.

#### RAILS

The bottom rail shall be located above the top of the stone retaining wall and at a consistent distance below the bottom of the fence pickets to match the existing fence configuration and as shown on the Drawings.

The middle and top rails shall be spaced evenly between the bottom rail and within six inches (6 In) below the top of the posts, providing three (3) horizontal rails per fence bay.

Each rail member shall be supported by a minimum of two (2) posts between splices.

Splices in rail members shall not be made within four inches (4 In) of posts.

## **CEDAR PICKETS**

1. The finished side of all fences shall face outward to the abutting property or right-of-way
2. Pickets shall be mounted against the bottom board to provide approximately two inches (2") of clearance above finished grade.

## **METHOD OF MEASUREMENT**

Stockade fence will be measured by the foot of fence installed, measured along the bottom of the lower rail from centerline of post to centerline of post.

## **BASIS OF PAYMENT**

Payment for Stockade fence shall be on a per linear foot basis to include all necessary hardware, concrete, materials and labor. Clearing and grading for fencing is subsidiary to this item.

This price is full compensation for furnishing materials, footings, cleaning, grading, and backfilling; removing and disposing of surplus or damaged material; and equipment, labor, tools, and incidentals.

**ITEM 669.**

**FENCE REMOVED AND STACKED**

**FOOT**

The work shall conform to the relevant provisions of Subsection 665 of the Standard Specifications and the following:

The fences included under this item are the chain link fence along the property line between #17-31 Jordan Street and 20 N Summer Street and the split rail fence between the driveway for #17-31 Jordan Street and the diversion channel.

The temporary fencing to protect the construction site shall be installed prior to the removal of the chain link fence.

The split rail fence shall be maintained while the driveway is still in use by the public. If the split rail fence must be removed prior to closing the driveway, temporary protection shall be provided at no additional cost. The temporary handicap parking space shall be provided prior to closing the driveway.

The Contractor shall carefully remove, transport, and stack all portions of the fence that, in the opinion of the Town, is salvageable. The material shall be stacked at the Town's Wastewater Treatment Plant at 273 Columbia Street. The Contractor shall coordinate with the Town of Adams to schedule drop-off time and location.

**MEASUREMENT**

Fence Removed and Stacked will be measured in its original position from outside to outside of end posts and the quantity to be paid for will be the length removed and actually stacked. Fence not required to be reset or stacked will become the property of the Contractor and shall be legally disposed of without additional compensation.

**BASIS OF PAYMENT**

Fence Removed and Stacked will be paid for at the Contract price for foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 670.****FENCE REMOVED AND RESET****FOOT**

The work shall conform to the relevant provisions of Subsection 665 of the Standard Specifications and the following:

The fence included under this item is the chain link fence located at the corner of the garage on #26 North Summer Street property to the proposed culvert wingwall.

The removal and resetting of the fence shall be coordinated with property owner at least two weeks prior to removal. The fence shall be reset on the same day as it is removed. If the fence must be removed and cannot be reset that day, temporary protection of the construction area shall be provided at no additional cost to the Town.

**MEASUREMENT**

Fence Removed and Reset will be measured in the final position from outside to outside of end posts.

**BASIS OF PAYMENT**

Fence Removed and Reset will be paid for at the contract unit price per foot, complete in the final position. Any concrete or other materials required for foundations shall be included under this item.

Rock removal, if required, will be paid for separately under Item 140. Class B Rock Excavation.

**ITEM 697.1****SILT SACK****EACH**

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 includes the furnishing, installation, maintenance, and removal of a reusable fabric sack to be installed in drainage structures for the protection of resource areas and the prevention of silt and sediment from entering the storm water collection system during construction. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

**CONSTRUCTION**

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as directed by the Town.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Town.

Silt sacks shall remain in place until the placement of the pavement top course, and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and dispose of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired, or replaced immediately at no additional cost.

When emptying the silt sack, the Contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors' expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All debris accumulated in silt sacks shall be handled and disposed of as described in Item 227.3, Removal and Disposal of Drainage Structure Sediments.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Silt sacks will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment, and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.

**ITEM 697.2**

**FLOATING SILT FENCE**

**FOOT**

The work under this item shall conform to the relevant provisions of Section 600 and 700 of the Standard Specifications and the following:

The work of this Section shall consist of providing all labor, equipment, materials, incidental work, and construction methods necessary to provide, install, and maintain Floating Silt Fences. Included in the Work of this Item is to remove and reset Floating Silt Fence as many times as needed to comply with Local, State, and Federal Conditions.

**REFERENCES AND STANDARDS**

The following standards shall apply to the work of this Section.

American Society for Testing and Materials (ASTM):

- |        |  |
|--------|--|
| D 3786 | Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics: Diaphragm Bursting Strength Tester Method |
| D 4356 | Practice for Establishing Consistent Test Method Tolerances  |
| D 4491 | Test Method for Water Permeability of Geotextiles by Permittivity  |
| D 4533 | Test Method for Trapezoidal Tearing Strength of Geotextiles  |
| D 4632 | Test Method for Grab Breaking Load and Elongation of Geotextiles   |
| D 4751 | Test Method for Determining the Apparent Opening Size of a Geotextile  |
| D 4833 | Test Method for Index Puncture of Geotextiles, Geomembranes, and Related Products  |

**SUBMITTALS**

Proposed methods, materials to be employed, and schedule for effecting siltation control shall be submitted for approval.

**PERMITS, CODES, AND REGULATIONS**

Comply with all rules, regulations, laws and ordinances of the Town and State, and all other authorities having jurisdiction over the Project site. All labor, materials, equipment, and services necessary to make the work comply with such requirements shall be provided by the Contractor without additional cost to the Town.

Comply with the most stringent provisions of all applicable regulations of the Commonwealth of Massachusetts; Department of Environmental Protection (DEP); the Army Corps of Engineers (ACOE); and the United States Environmental Protection Agency (EPA).

All erosion control work will be in accordance with the Massachusetts Wetlands Protection Act 310 CMR-10.55.

### **SEDIMENTATION CONTROL PRINCIPLES**

The Contractor shall provide suitable and adequate means of sedimentation control during construction. Control measures shall prevent siltation and sedimentation of waterways located in the construction area.

Means of protection as noted on the Contract Documents indicate the minimum provisions necessary. Additional means of protection shall be provided by the Contractor as required for continued or unforeseen sedimentation problems, at no additional expense to the Town. The Contractor shall be responsible to provide all materials and labor necessary to comply with the Order of Conditions issued by the Adams Conservation Commission and provided to the Contractor by the Engineer or Town.

Regular weekly maintenance of all sediment control structures shall be provided to ensure intended purpose is accomplished. Sediment control measures shall be in working condition at the end of each day.

After significant rainfall or heavy flows, sediment control structures shall be inspected for integrity. Any and all damaged devices shall be repaired or replaced immediately.

Contractor shall retain all sediment on-site. No waterborn sediment shall leave the construction site. No waterborn sediment shall enter the adjacent waterways.

### **MATERIALS**

Floating silt fence shall be manufactured of flexible impervious non-reinforced polyvinyl chloride (PVC) with a tensile strength of 300 pounds per inch, a fabric weight of 22 ounces per yard, and tear strength of 200 pounds. The curtain shall be buoyed with floating segments which provide a buoyancy of 5 times the weight of the curtain. The curtain shall be manufactured with a horizontal galvanized or stainless steel tension cable drawn tight during installation to reduce tensile stress on the curtain fabric. The curtain shall be weighted to prevent drift by a ballast chain located at the bottom of the curtain. Silt curtains shall be anchored or moored to prevent relocation of the curtain by wind or currents.

### **CONSTRUCTION METHODS**

Floating Silt Fences shall be placed in locations where work activities could result in increased turbidity in the waterway. Floating Silt Fence components shall be adjusted as required to correspond to all work activities.

Floating Silt Fences shall be deployed to contain sediment causing increased turbidity in water bodies in the construction area, to minimize the migration of the turbidity plume from the

construction area and to decrease turbidity levels reaching intakes. Deploy Floating Silt Fences so that the ballast chain is fixed against the culvert wall or resting on the culvert bottom at the face of the culvert wall.

Deployment of Floating Silt Fence shall be executed in such a way that water flow is not disrupted and the fence shall occupy the entire width of the culvert.

The Contractor shall maintain Floating Silt Fences in good operating conditions, repairing as needed the curtain fabric, buoyancy equipment, tensile cable and ballast chain. Remove accumulated silt and debris by suction prior to moving the fence.

Sediment deposits shall be disposed of off-site, in a location and manner that will not cause sediment nuisance elsewhere.

Debris behind the floating sedimentation fence shall be removed twice per month, at minimum.

Erosion protection material shall be kept securely anchored and in place until acceptance of the culvert.

#### **METHOD OF MEASUREMENT**

Floating Silt Fence will be measured by the Linear Foot, complete in place.

#### **BASIS FOR PAYMENT**

Floating silt fence will be paid for at the contract unit price per linear foot, installed, which price shall be full compensation for complete compliance with requirements of this item.

No separate measurement or payment will be made for maintenance, repair, replacement, removal and resetting of erosion control devices, but all costs in connection therewith shall be included in the contract unit price.

**ITEM 698.3****GEOTEXTILE FABRIC FOR SEPARATION****SQUARE YARD**

The work under this item shall conform to the requirements of Section M9.50.0 of the Standard Specifications and the following:

The work under this item includes the furnishing and installation of geotextile fabric for the stone diversion swale, as shown in the construction details.

At locations of fabric installation, the subgrade shall first be graded and compacted. All rocks, vegetation, and other obstructions shall be removed before placement of fabric. The fabric shall be installed and fastened in place in conformance with the manufacturer's recommendations for separation.

The manufacturer and product must be found on the MassDOT Qualified Construction Materials list for Geotextile Fabrics for Separation (Code 2).

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Geotextile fabric for separation will be measured for payment per square yard, complete in place; any overlaps shall be measured as a single layer of cloth.

Geotextile fabric for separation will be paid for at the Contract unit price per square yard, which price shall include all labor, tools, material, equipment and incidental costs required to complete the work.

**ITEM 707.84**

**STEEL BOLLARD WITH CHAINS**

**EACH**

Work under this item shall conform to the relevant provisions of Subsection 701 and Subsection 961 of the MassDOT Standard Specifications and the following:

The work shall consist of furnishing and installing steel pipe bollards filled with cement concrete, set in a cement concrete base, with powder-coated steel chains affixed to the bollard. Bollards are to be installed as shown on the plans, in accordance with these special provisions. Contractor shall be responsible for applying exterior coats on the bollards following installation in the ground.

**SUBMITTALS**

Submit manufacturer's cut sheets of bollard and of chains prior to ordering this Item. Cut sheets shall show color of finish exterior coats, bollard and chain dimensions, and describe all materials used, including fittings and fixtures, and coatings. Show means of attaching chains to the bollard.

Submit manufacturer's cut sheets for finish exterior coats of bollards. Include application instructions.

Exterior color of bollards and chains will be chosen by the Town. The color will be a shade of BLACK and shall match the color of the swing gate.

Submit executed manufacturers' warranties upon completion.

**MATERIALS**

**Bollards:**

Pipe used for bollards shall be 8-foot lengths of 6-inch nominal outside diameter, schedule 40 steel pipe. Steel shall meet ASTM A500 B Structural Grade Steel. Bollard shall be primer coated by the Manufacturer.

**Chains and Mountings:**

Chains shall be galvanized steel with powder coating. Do not use open hooks to attach chains to the mounting; chains shall be installed on the mountings with fixtures or fittings.

Mountings shall be galvanized steel or stainless steel; powder coating is optional. Mountings may be factory installed or installed on site. Mountings are permanently affixed to the bollard with fittings through the steel of the bollard.

Powder Coatings: Comply Subsection M7.25.0 of the Standard Specifications.

Reflective Tape: A 3 - inch wide yellow reflector tape shall be securely attached horizontally around the bollard 8 inches from the top and after coating has cured. Tape shall meet requirements of ASTM D4956.

Galvanizing: Hot-dip zinc coat pipe according to ASTM F1083 - 93 or approved equal.

Finish Exterior Coats: Comply Subsection M7.02 of the Standard Specifications.

## CONSTRUCTION METHODS

### Examination:

Examine paving or other substrates for compliance with manufacturer's requirements for placement and location of embedded items, condition of substrate, and other conditions affecting installation of bollards.

Examine bollards. Do not install damaged, cracked, chipped, deformed, or marred bollards. Field touch-up minor imperfections in accordance with manufacturer's instructions. Replace bollards that cannot be field repaired.

Proceed with installation only after unsatisfactory conditions have been corrected.

### Installation:

Install bollards as shown on the plans. Bollards shall be set plumb and project 3 ft- 6 inches minimum above the finished surface. Fill pipe with 4,000 psi,  $\frac{3}{8}$  inch, 660 concrete mounded at the top to shed water.

Prepare bollards for application of finish coats. Apply finish coats per paint manufacturer's instructions.

Install mountings and chains according to manufacturer's instructions.

Immediately prior to Substantial Completion, clean finished bollards and chains in accordance with manufacturer's instructions to remove dust, dirt, adhesives, and other foreign materials.

### Protection and Repair or Replacement:

The Contractor shall take reasonable measures to protect bollards and chains from damage until Substantial Completion. The Contractor shall touch up damaged finishes according to manufacturer's instructions. If the finish cannot be repaired, the component will be considered damaged, and the Contractor shall replace the bollard or chain at no cost to the Owner. The Contractor shall replace irreparably damaged steel chain or steel bollard at no cost to the Owner.

## **METHOD OF MEASUREMENT**

Steel Bollard will be measured by Each, complete in place. Finish coats, mountings, chains, concrete, forms, backfill and all tools, labor, equipment, and to complete the Work of this Item are considered incidental. Repairs and replacement of damaged Items will not be measured for payment.

## **BASIS OF PAYMENT**

Steel Bollard will be paid per at the contract unit price per each, which price shall constitute full compensation for chains, fixtures, fittings, mountings, finish coats, all labor, tools, equipment, materials, and incidentals necessary to complete the work.

No separate payment will be made for powder coats, finish coats, galvanizing, chains, mountings, fixtures, fittings, cement, excavation, backfill and formwork for foundations, but all costs in connection therewith shall be included in the Contract unit price bid.

**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 as shown on the plans and as referenced in the Order of Conditions.

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 of paved 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 prior to construction so that no excavated or disturbed soil can enter the adjacent waterways. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer. Sediment control 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.

### 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.

## MAINTENANCE

Maintenance of the sediment control barrier shall be per Subsection 670.60 of the Standard Specifications and per the Order of Conditions issued by the Town of Adams Conservation Commission.

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.

## 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 Town.

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.

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

Item 767.121 will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work. Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractors expense.

**ITEM 767.9**

**JUTE MESH**

**SQUARE YARD**

The work under this item shall conform to the relevant provisions of Section 700 of the Standard Specifications and the following.

**DESCRIPTION**

The work under this item shall consist of furnishing and installing jute mesh fabric to prevent soil erosion for the construction of loam and seed side slopes steeper than 2H:1V and for the drainage ditch, in the locations shown on the plans or as directed by the Town. Jute mesh shall be placed over all areas of exposed soil within these locations.

**MATERIALS**

Jute netting or similar material shall be new, unused, undyed, and unbleached 100% biodegradable yarn (no polypropylene) and of uniform plain weave. The materials should weigh approximately 1.0 (+/- 5%) pounds per linear yard (assuming a 4-foot width).

Shall meet the following minimum requirements:

- Open Area: 70-75%
- Mesh Size: approximately 1/2 inch with an open area of 60-65%.
- Roll Weight: approximately 1.0 (+/- 5%) pounds per linear yard
- Warp Ends: 78 per linear yard
- Weft Ends: 41 per linear yard
- Recommended flow: 6 fps (1.8 m/s)
- Functional Longevity: 6-9 months

Anchoring devices shall be 11-gauge steel staples 6-inch minimum length. In loose soils the length of the staples shall be 9-inches.

For areas that will be routinely mowed anchoring devices shall consist of minimum 8” wooden stakes. Longer stakes shall be used where loose soils or other conditions obligate, as required by the Engineer.

**CONSTRUCTION METHODS**

Jute mesh shall be placed over all areas of exposed soil within the limits for loam and seed side slopes steeper than 2H:1V and the drainage ditch, as shown on the plans or as directed by the Engineer.

Area shall be seeded prior to installation of jute netting.

Installation shall be such as to ensure continuous contact with soil without folds or wrinkles. Jute netting shall be laid such that upslope fabric is placed over lower slope fabric by a minimum of 3 feet. Adjoining rolls shall be overlapped a minimum 6 inches. The netting shall extend beyond at least 1 foot beyond the edge of the seeded area.

The Contractor shall bury the ends of the jute netting 6-8 inches in anchor trenches at top and bottom of slopes.

Jute netting shall be anchored in place with vertically driven metal staples. The staples shall be driven in until their tops are flush with the soil. Staples shall be placed at 12-inch intervals along the top of a slope and in staggered courses along the face of the slope to achieve a minimum of 3 staples per square yard, or at manufacturer's recommendations for the given site conditions.

Contractor shall reseed all trenched and otherwise disturbed areas with specified seed mix. The Contractor shall maintain the jute netting and make satisfactory repairs of any areas damaged until acceptance of seed establishment.

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

Jute Mesh will be measured by the number of Square Yards complete in place, including anchoring, as measured across the surface of the finished grade, and will not include buried or overlapped portions. The quantity measured for payment shall not exceed that shown on the plans or as directed by the Town.

Mesh that becomes loose or that is not otherwise functioning to stabilize soil shall be repaired, and new or additional jute matting installed as required, at the Contractor's expense. Soil erosion shall be repaired, and areas shall be raked and reseeded with the original specified mix as required by the Town, at the Contractor's expense.

Jute Mesh will be paid for at the contract unit price per square yard, which price shall include all labor, materials, equipment, trenching, placing, and stapling or staking of jute fabric, and reseeded of trenched and disturbed areas, and all incidental costs required to complete the work.



**ITEM 950.1****TEMPORARY SHORING****LUMP SUM**

The work under this item shall conform to the relevant provisions of Subsection 950 of the MassDOT Standard Specifications and the following:

The work shall include the design, fabrication, installation and removal of temporary shoring to support excavation as necessary for the completion of work as shown on the Plans or specified herein. Temporary shoring shall be designed and formally sealed by a Massachusetts registered Professional Engineer. The Contractor shall submit the sealed calculations and plans used for design purposes, to the Engineer for review and approval.

A Geotechnical Report for the proposed culvert was prepared by Lahlaf Geotechnical Consulting, Inc (LGCI) on December 21,2023, which includes subsurface evaluation and recommendations for support of excavation.

The shoring shall be securely and satisfactorily braced as required to withstand all pressures to which it may be subjected and be sufficiently tight to prevent any flow of water or material into the space in which concrete is deposited.

No shoring may be left that would create a possible hazard to navigation of a stream, safety of the public, obstruction to flow of water, or a hindrance to traffic of any kind

The responsibility for the exact satisfactory construction and maintenance of shoring complete in place shall rest with the Contractor and any work done which in the performance of incidental construction is not acceptable for the intended purpose shall be either repaired or removed and reconstructed by the Contractor at their expense.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Item 950.1 will be measured for payment as a lump sum unit, complete in place.

Item 950.1 will be paid for at the respective Contract unit price per lump sum, which prices shall include design, all labor, material, equipment, and incidental costs required to complete the work.

No direct payment will be made for any temporary shoring not indicated on the plans or ordered in writing by the Engineer. Such shoring will be considered as incidental work or for contractor convenience and compensation will not be provided.

**ITEM 991.11**

**CONTROL OF WATER**

**LUMP SUM**

**ITEM 991.12**

**CONTROL OF WATER – BID ALTERNATE 1**

**LUMP SUM**

The work to be done under this Item shall conform to the relevant provisions of Sections 140 and 950 of the Standard Specifications and the following:

The work under Item 991.11 shall include the furnishing, installation, operation, maintenance, and removal of the water control system required for the construction of the proposed culverts. The Water Control System shall be capable of the following:

- Diverting the stream flow around or between the construction areas
- Preventing stream flow into or through the construction areas
- Maintaining the stream flow in the existing channel as long as possible

The work under Item 991.12 shall include the furnishing, installation, operation, maintenance and removal of any additional water control system required for the repair of the existing upstream channel as shown on the Plans. The Contractor shall make every effort to incorporate the Water Control Plan implemented in the base bid, Item 991.11, to limit the amount of water control required for the Bid Alternate repairs.

The Contractor shall submit a Water Control Plan for the proposed culvert installation, defining and detailing the methods for control of water and type of installation to be used. The control of water should follow the basic outline shown in the Construction Plans – Phase A-C. The Plans shall be submitted to Engineer for review and approval prior to construction. All plans, procedures and calculations shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. Alternate methods of dewatering may be substituted by the Contractor upon approval of the Engineer. The use of earthen berms in the waterway is prohibited.

The Contractor shall include a Schedule of Operations with the Control of Water Plan submitted to the Engineer for review that defines and details the methods for control of water and type of installation to be used. The Schedule of Operations shall include a water control contingency plan with the following components:

- Backup pumps, hoses, pipes, generators, sandbags, poly sheeting, and/or other applicable materials kept on site for repairs to the control of water system

The Contractor shall be responsible for the removal and legal disposal of all temporary structures or devices to an off-site location. The Contractor is responsible for restoring the stream bed to its original state, regrading, loaming, and seeding of all disturbed areas above the stream banks, and any other incidental work required to perform this work as directed by the Engineer.

The Contractor shall comply with all conditions included with the Town of Adams Conservation Commission Order of Conditions, attached hereto (see Appendices). In case of conflict the aforementioned Conditions take precedence over these Specifications.

All excavation for the installation of the temporary water control shall conform to Subsection

120. All excavated materials for the temporary water control such as earth, rock, muck, pavement, and stone, shall be incidental to this item.

Plans and calculations (if applicable) for all water control barriers, sedimentation basins, pumps, and other water control measures shall be developed by the Contractor for this item. These plans and calculations shall be prepared and stamped by a Professional Engineer registered in Massachusetts and shall be submitted in the Water Control Plan for the approval of the Engineer prior to the start of construction.

The Contractor shall be responsible for the removal and proper disposal of all temporary structures or devices to an off-site location. The Contractor is responsible for restoring the stream bed to its original state, regrading, loaming, and seeding of all disturbed areas, and any other incidental work required to perform this work as directed by the Engineer.

Prior to removal of the dewatering system, the Contractor shall notify the Town to inspect the proposed culvert.

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

Payment for the work to be done under this item shall be at the contract lump sum bid price for Item 991.11 Control of Water and Item 999.12 Control of Water – Bid Alternate 1, which prices shall include all labor, materials, equipment, means of directing flow, temporary diversion pipes, excavation for temporary pipes, sedimentation basins, filter bags, pumping, removal of temporary water control devices, restoration of all disturbed areas and all incidental costs required to complete the work.

Payment for all work related to the installation, removal, and restoration of temporary water control shall be included under this Lump Sum and not under other items of work in the contract.

**ITEM 995.011**

**PRECAST CONCRETE CULVERT STRUCTURE**

**LUMP SUM**

The work under these Items shall conform to the applicable provisions of Section 901 and Section 995 of the Standard Specifications and the specific requirements stipulated below for the component parts of this Item. For those component parts where no specific requirements are stipulated, the Standard Specifications shall apply except for payment.

Work under this Item shall include all materials, equipment and labor needed to construct the following:

- Sub-Item 916.1 – Precast Concrete Box Culvert (10 FT Sections)
- Sub-Item 916.2 – Precast Concrete Open Channel (10 FT Sections)
- Sub-Item 965.1 – Protective Sealing Compound
- Sub-Item 970. – Damp-Proofing

Materials shown on the plans as being part of this bridge structure or incidental to its construction shall be included for payment in this Lump Sum and shall not be included for payment under another Item in this contract.

**PRECAST CONCRETE BRIDGE ELEMENTS**

The work under this Heading consists of fabricating, transporting and installing the Precast Box Culvert Units and Precast Open Channel Units and includes all necessary labor, materials, and equipment to complete the work as shown on the Plans. The Precast Concrete Bridge Elements shall meet the requirements of Section M4: Cement Concrete and Related Materials.

**MATERIALS**

**A. Materials**

Materials shall conform to M4.09.1 and the following:

Non-Shrink Grout Products	M4.04.5
Controlled Low-Strength Material – Structural Non-Excavatable	M4.08.0
Welded Steel Wire Fabric	M8.01.2
Mechanical Reinforcing Bar Splicer	M8.01.9
Lifting Devices	PCI MNL-116
Corrugated Metal Pipe	AASHTO M 36

**1. Vertical Adjustment Assembly**

Vertical Adjustment Assembly details and material requirements shall be as shown on the Plans. Alternate devices may be used if they are adjustable and can support the anticipated loads. The design of the leveling devices, with necessary calculations, shall be submitted to the Engineer of Record for approval.

## **2. Threaded Inserts**

Threaded inserts are permissible to facilitate forming the keyway pours. Threaded inserts shall be hot dip galvanized or made of stainless steel. The number of threaded inserts shall be minimized, and the inserts shall not come in contact with the reinforcing steel.

## **CONSTRUCTION METHODS – PLANT FABRICATION**

### **A. Box Culvert and Open Channel**

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 MassDOT Bridge Manual (Hundredth Anniversary Edition), and the Plans using English units and H-10 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 M4.09.2B.

The dimensions provided on the plans are shown to establish the size of the proposed opening. The width and thickness of each 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 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 Concrete Bridge Elements 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 unit by indentation, waterproof paint, or other approved means:

- (a) Culvert or channel span and rise
- (b) Date of manufacture and lot number
- (c) Name and trademark of the manufacturer

## **B. Pre-Production Meeting**

The Contractor shall notify the Town and Engineer 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 at least seven (7) days prior to the scheduled casting of any Precast Concrete Bridge Elements or control section. If a pre-production meeting is required, the Contractor shall schedule the meeting, which shall include include representatives of the Fabricator, Town and Engineer.

## **C. Reinforcement**

The reinforcing bars shall be installed in accordance with Subsection 901.35 of the Standard 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 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.

## **D. Tolerances**

Fabrication shall comply with tolerances specified on the plans. Tolerances for steel reinforcement placement shall be in accordance with Subsection 901.35 of the Standard Specifications. In the absence of specifications on the plans, tolerances shall comply with the latest version of the PCI MNL 135, Precast Tolerance Manual.

## **E. Forms**

Concrete shall be cast in rigidly constructed forms, which will maintain the Precast Concrete Bridge Elements within specified tolerances to the shapes, lines and dimensions shown on the approved fabrication drawings. Forms shall be constructed from flat, smooth, non-absorbent material and shall be sufficiently tight to prevent the leakage of the plastic concrete. When wood forms are used, all faces in contact with the concrete shall be laminated or coated with a non-absorbent material. All worn or damaged forms, which cause irregularities on the concrete surface or damage to the concrete during form removal, shall be repaired or replaced before being reused. If threaded inserts are cast into the elements for support of formwork, the inserts

shall be recessed a minimum of 1 inch and shall be plugged after use with a grout of the same color as that of the precast cement concrete.

#### **F. Shop Drawings**

Prior to performing any work under this Heading, the Contractor shall receive approval for all shop drawings for the Precast Concrete Bridge Element being worked on and any special Contractor requirements, provided that a complete shop drawing package is provided. The Contractor shall not order materials or begin work before receiving approved shop drawings. The Town 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 the Town.

The Contractor shall submit a PDF of shop drawings and calculations to the Engineer for review and approval. All calculations submitted shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. 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.

Details shop drawings shall be prepared in accordance with the relevant provisions of Subsection 5.02 of the Standard Specifications 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 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 (7<sup>th</sup> Edition).

- (f) The minimum compressive strength required prior to handling the Precast Concrete Bridge Element.

## **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 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:

#### **1. Erection Procedure**

The Erection Procedure shall be prepared to conform to the requirements of 960.61, Design, Fabrication and Erection and the applicable sections in Chapter 8 of the PCI Design Handbook (eighth edition) for handling, erection, and bracing requirements. At a minimum, the Erection Procedure shall provide:

- (a) Minimum concrete compressive strength for handling the Precast Concrete Bridge Elements.

- (b) Concrete stresses during handling, transport, and erection.
- (c) Crane capacities, pick radii, sling geometry, and lifting hardware.
- (d) Verification that the equipment can handle all pick loads and weights with the required factor of safety.
- (e) Evaluation of construction sequence and evaluation of any geometric conflicts in the lifting of the precast frame 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, once these Elements have been set to the correct horizontal and vertical alignment, the void between them and the supporting soil shall be filled with Controlled Low-Strength Material – Structural Non-Excavatable to the limits as shown on the plans. Add additional grout ports in the footings to facilitate the bedding process if required.

Except in approach slabs, joints shall be filled flush to the top with non-shrink grout, and any vertical misalignment between adjacent elements shall be feathered out on a slope of 1 to 12.

Curing of grout or concrete shall be performed in strict accordance with the specifications and manufacturer's recommendations. Filling shall not be completed in cold weather when either the ambient temperature or the precast member's temperature is below the manufacturer's recommendation. No localized heating of either the precast members or of the air surrounding the element will be permitted in an attempt to reach application temperatures.

If the joints or voids are not filled within five days after the Precast Concrete 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 in PDF format on 24"x36" sheets. This document will be treated as a Construction Procedure and will be reviewed by both the Engineer and the Town. 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:

- (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. The Town reserves the right to perform additional independent survey. If discrepancies are found, the Contractor may be required to verify previous survey data.

### **D. Preparation of Closure Pours and Grouted Keyways**

Immediately prior to erecting the Precast Concrete Bridge Elements, the closure pours and grouted keyways shall be cleaned at the job site of all dust, dirt, carbonation, laitance, and other potentially detrimental materials which may interfere with the bonding of the closure pour concrete or grout and precast concrete using a high-pressure water blast. Any reinforcing steel exposed in the precast concrete shall be protected from damage during the cleaning of the keyways. Damaged epoxy coating of steel reinforcement shall be repaired, and the reinforcing steel shall be cleaned as directed by the Engineer. The surfaces of the closure pours and grouted keyways shall be wetted so that the surfaces shall have a Saturated Surface Dry (SSD) condition for at least 24 hours prior to the placement of the closure pour concrete.

### **E. Erection**

The elements shall be placed in the sequence and according to the methods outlined in the Erection Procedure 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 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.

This approval will be contingent on the Contractor demonstrating by calculations, prepared by a Professional Engineer registered in Massachusetts, that the elements will not be damaged by the non-vertical lifting force and by documentation that the capacity of the lifting devices is adequate for the non-vertical lifting force.

After all Precast Concrete Bridge Elements have been placed, the actual overall dimensions of the structure both horizontal and vertical, as laid out shall not deviate from the nominal dimensions shown on the plans beyond a tolerance of +0 inches and -1 inches. Once the layout of Precast Concrete Bridge Elements has been accepted by the Engineer, the Contractor shall cut all lifting devices off below the surfaces of the elements.

#### **F. Box Culvert and Open Channel**

Backfilling operations shall not begin until the following checks have been made:

- (a) The joints between exterior elements are complete as shown on the plans;
- (b) 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;
- (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 Town, 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 Mortar (M4.04.5).

After the formwork has been removed, all threaded inserts that have been cast into the precast concrete for support of the formwork shall be filled with a grout of the same color as that of the precast concrete.

**COMPENSATION**

**A. Basis of Payment**

The furnishing, fabricating, and erecting of all Precast Concrete Bridge Elements for the structure shall be paid for at the contract unit price Each, complete in place.

**B. Payment Items**

Precast Concrete Box Culvert (10 FT Sections)	EA
Precast Concrete Open Channel (10 FT Sections)	EA

**PROTECTIVE SEALING COMPOUND**

The work under this Item shall include all materials, equipment and labor needed to apply a protective sealing compound to the precast concrete box culvert as shown on the Plans. The protective sealing compound shall be clear and selected from the MassDOT Qualified Construction Materials List (QCMP). The selected product shall be submitted to the Engineer for review and approval.

**SCHEDULE OF BASIS FOR PARTIAL PAYMENT**

At the time of bid, the Contractor shall submit a schedule of unit prices for the major component Sub-Items that make up Item 995.011 as well as his/her total structure Lump Sum cost. See chart next sheet. The structure Lump Sum breakdown quantities provided in the chart below are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual bridge components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 995.011 and no further compensation will be allowed. Sub-Item numbering is presented for information only in coordination with MassDOT Standard Nomenclature.

**Item****995.011****Precast Concrete Culvert Structure**

<b><u>Sub-Item</u></b>	<b><u>Description</u></b>	<b><u>QTY.</u></b>	<b><u>UNIT</u></b>	<b><u>PRICE</u></b>
916.1	PRECAST CONCRETE BOX CULVERT (10 FT SECTIONS)	24	EA	
916.2	PRECAST CONCRETE OPEN CHANNEL (10 FT SECTIONS)	11	EA	
965.1	PROTECTIVE SEALING COMPOUND	3872	SF	
970.	DAMP- PROOFING	3730	SF	

**ITEM 999.**

**TEMPORARY ACCESSIBLE PARKING SPACE**

**LUMP SUM**

This work shall consist of furnishing, constructing, striping, maintaining, relocating if necessary, and ultimately removing a temporary accessible (handicap) parking space, including the associated access, in accordance with this Special Provision, the requirements of Subsections 120 and 702 of the MassDOT Standard Specifications, and as directed by the Town.

The work also includes coordination with the property owner to determine and confirm the location of the temporary accessible parking space and to maintain safe and reasonable pedestrian access to this space for the duration of construction.

**CONSTRUCTION**

Prior to constructing the temporary accessible parking space, the Contractor shall meet with the Town and the property owner to determine the exact location, orientation, and configuration of the space and its connecting driveway/access route.

The Contractor shall construct the temporary accessible parking space and associated access in accordance with the standards and details referenced in Subsections 120 and 702 and all other applicable Contract Documents, including but not limited to requirements for accessible route slopes, surface conditions, pavement markings, and signage, as directed by the Town.

The Contractor shall provide and maintain safe, convenient, and clearly delineated access from the wooden ramp on the corner property to the temporary accessible parking space for the duration of construction. Continuous pedestrian access down the driveway to the wooden ramp at the corner property is of critical importance and shall be always maintained, except for periods when access must be temporarily interrupted to perform specific work activities, as approved by the Town. Any such temporary interruptions to access shall be minimized in frequency and duration, shall be coordinated in advance with the property owner and the Town at least 48 hours prior to the interruption.

All temporary surfaces provided for access to the temporary accessible parking space and to the corner property shall be stable, firm, slip-resistant, and maintained free of hazards.

The handicap parking stall symbol shall be reflectorized paint or reflectorized preformed thermoplastic and shall be placed in the center of the parking space and maintained until the end of construction.

**RESTORATION**

Upon completion of the primary construction activities and reopening of the driveway to its final, permanent configuration, the Contractor shall remove the temporary accessible parking space, including all temporary pavement, pavement markings, signage, and appurtenances. The area previously occupied by the temporary accessible parking space and any areas altered to provide access shall be restored to match adjacent conditions. This restoration shall include

placement of loam, seed, and/or sod to establish grass in the area of the removed space, together with any other incidental work necessary to provide a neat and workmanlike appearance.

**METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Payment for the work to be done under this item shall be at the contract lump sum bid price for Item 999. Temporary Accessible Parking Space, which price shall include all labor, materials, equipment, coordination with the property owner, traffic control associated solely with this work, construction and maintenance of the temporary accessible parking space and access, and subsequent removal and restoration, as specified in this Special Provision and as directed by the Engineer.

No separate payment will be made for any incidental work required to provide and maintain access to the temporary accessible parking space or to restore the area following removal of the space; all such costs shall be included in the lump sum price for this Item.

**ITEM 999.2****CONSTRUCTION STAKING FOR FEMA LOMR****LUMP SUM**

Under this item, the Contractor shall layout and set all lines, grades, and measurements necessary to support the Letter of Map Revision (LOMR) for Miller Brook. This work would occur after the construction of the new culvert is complete and would serve as the as-built plan. The plan would need to be a stamped survey from a Professional Land Surveyor. The Engineer shall provide information on the elevation control available.

The items required for the survey for the Letter of Map Revision are outlined below:

- Culvert dimensions, materials, opening, and inverts for both the newly installed culvert and upstream North Street Culvert.
- Topographic information would need to be accurate to the 1-foot contour within the limit of work.
- Cross-sectional bathymetric survey shall be performed from the new culvert to just upstream of North Summer Street, obtaining cross sections within the channel every 50 feet. Cross sections shall also be obtained downstream every 50 feet to the intersection with the Hoosic River.
- Vertical Datum should match the currently effective FEMA Flood Insurance Rate Map. (currently effective map in NGVD 1929).

All staking shall be directed and performed by qualified engineering or surveying personnel who are trained, experienced and skilled in construction layout of the type required under this Contract. The Contractor shall submit the qualifications of the survey personnel to the Town for review and approval. The Town reserves the right to reject any personnel which, in their judgment, are not adequately qualified. The Town also reserves the right to evaluate the performance of the survey personnel during the course of the work and to require the replacement of any personnel whose work is unsatisfactory.

**Method of Measurement and Basis of Payment**

Construction staking for FEMA LOMR will be paid for at the Contract lump sum price for Item 999.2, which price shall include all labor, material, equipment and incidental costs required to complete the work.

No separate payment has been provided for the construction staking for the culvert layout (ie baselines). Any survey work required to layout the baselines shall be cover under ITEM 995.011 PRECAST CONCRETE CULVERT STRUCTURE.

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:

$$\text{Price Adjustment} = \text{Tons of HMA Placed} \times \text{Liquid Asphalt Content \%} \times \text{RAP Factor} \times (\text{Period Price} - \text{Base Price})$$

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](http://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 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.

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END OF DOCUMENT

# **DAVIS BACON WAGE DETERMINATIONS**

State: Massachusetts

Construction Types: Heavy

Counties: Massachusetts Counties of Barnstable, Berkshire, Bristol, Dukes, Essex, Franklin, Hampden, Hampshire, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester

Massachusetts All Dredging, except self-propelled hopper dredges, on the Atlantic Coast & tributary waters emptying into the Atlantic Ocean

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ENGI0025-001 10/01/2025

Rates

Fringes

DREDGING: CLASS D: OILER, DECKHAND, SHOREMAN, RODMAN, SCOWMAN, COOK, MESSMAN, PORTER/JANITOR.

INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) \$1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) \$1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR \$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) \$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG \$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) \$1.55; WELDER (ABS CERTIFICATION) \$1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....\$ 30.86

14.15

DREDGING: CLASS C2: BOAT OPERATOR. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) \$1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) \$1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR \$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) \$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG \$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) \$1.55; WELDER (ABS CERTIFICATION) \$1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....\$ 37.15

14.57

DREDGING: CLASS C1: MATE, DRAG BARGE OPERATOR, ASSISTANT FILL PLACER, WELDER, STEWARD. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) \$1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) \$1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR \$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) \$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG \$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS

(LIFEBOATMAN ENDORSEMENT ONLY (USCG) \$1.55; WELDER (ABS CERTIFICATION) \$1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....\$ 38.38 14.66

DREDGING: CLASS B2: CERTIFIED WELDER. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) \$1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) \$1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR \$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) \$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG \$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) \$1.55; WELDER (ABS CERTIFICATION) \$1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....\$ 39.46 14.73

DREDGING: CLASS B1: DERRICK OPERATOR (180 SWING), SPIDER/SPILL BARGE OPERATOR, ENGINEER, ELECTRICIAN, CHIEF WELDER, CHIEF MATE, FILL PLACER, OPERATOR II, MAINTENANCE ENGINEER, LICENSED BOAT OPERATOR, LICENSED CREW BOAT OPERATOR. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) \$1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) \$1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR \$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) \$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG \$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) \$1.55; WELDER (ABS CERTIFICATION) \$1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....\$ 41.93 14.90

DREDGING: CLASS A2: CRANE OPERATOR (360 SWING) INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) \$1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) \$1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR \$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) \$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG \$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) \$1.55; WELDER (ABS CERTIFICATION) \$1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....\$ 43.20 14.99

DREDGING: CLASS A1: DECK CAPTAIN; MECHANICAL DREDGE OPERATOR, LEVERMAN, LICENSED TUG OPERATOR OVER 1000 HP. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) \$1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) \$1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR \$1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) \$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG

\$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN  
ENDORSEMENT (USCG) \$1.80; ALL CLASSIFICATIONS  
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) \$1.55; WELDER  
(ABS CERTIFICATION) \$1.55 FOOTNOTES APPLICABLE  
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S  
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL  
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,  
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY  
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT  
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED....\$ 48.48

15.34

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject  
to the Davis-Bacon Act that were awarded on or between January 1,  
2015 and January 29, 2022, and that have not been renewed or  
extended on or after January 30, 2022. Executive Order 13658 does  
not apply to contracts subject only to the Davis-Bacon Related Acts  
regardless of when they were awarded. If a contract is subject to  
Executive Order 13658, the contractor must pay all covered workers  
at least \$13.65 per hour (or the applicable wage rate listed on this  
wage determination, if it is higher) for all hours spent performing on  
the contract from May 11, 2026, through December 31, 2026. The  
applicable Executive Order minimum wage rate will be adjusted annually.  
Additional information on contractor requirements and worker  
protections under Executive Order 13658 is available at  
[www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for  
those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:  
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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END OF GENERAL DECISION

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State: Massachusetts

Construction Types: Highway

Counties: Massachusetts Counties of  
Berkshire

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ENGI0004-019 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 2 MILLING MACHINE; PAVER (ASPHALT, AGGREGATE, AND CONCRETE) FOOTNOTE FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.....	\$ 57.83	33.70
POWER EQUIPMENT OPERATOR GROUP 2 BULLDOZER; GRADER/BLADE FOOTNOTE FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.....	\$ 57.83	33.70
POWER EQUIPMENT OPERATOR GROUP 1 BROOM/SWEEPER; CRANE; GRADALL; POST DRIVER (GUARDRAIL/FENCES) FOOTNOTE FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.....	\$ 57.18	33.70
POWER EQUIPMENT OPERATOR GROUP 1 BACKHOE/EXCAVATOR/TRACKHOE; BOBCAT/SKID STEER/SKID LOADER; LOADER FOOTNOTE FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.....	\$ 57.18	33.70

ENGI0098-010 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 4 ROLLER FOOTNOTE FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.....	\$ 39.12	31.04

IRON0007-027 09/16/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL AND STRUCTURAL.....	\$ 41.89	33.90

LAB00473-007 12/01/2024

	Rates	Fringes
TRAFFIC CONTROL (FLAGGER).....	\$ 27.01	26.65
LABORER (COMMON OR GENERAL).....	\$ 31.54	26.65

LAB00596-005 06/01/2025

	Rates	Fringes
LABORER (FORM WORK ONLY).....	\$ 35.00	26.91

PAIN0035-023 07/01/2024

	Rates	Fringes
PAINTER: STEEL.....	\$ 56.76	36.00

SUMA2014-006 01/11/2017

	Rates	Fringes
TRUCK DRIVER: FLATBED TRUCK.....	\$ 48.53	0.00
TRUCK DRIVER: DUMP TRUCK.....	\$ 38.94	12.00
TRUCK DRIVER: CONCRETE TRUCK.....	\$ 33.69	15.79
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 43.73	15.06
PAINTER: SPRAY (LINESTRIPING).....	\$ 38.30	17.43
OPERATOR: PILEDRIVER.....	\$ 43.87	18.04
OPERATOR: MECHANIC.....	\$ 48.14	17.02
OPERATOR: FORKLIFT.....	\$ 51.63	0.00
LABORER: LANDSCAPE.....	\$ 36.62	16.00
LABORER: CONCRETE SAW (HAND HELD/WALK BEHIND).....	\$ 44.43	14.18
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 33.10	18.09
IRONWORKER, REINFORCING.....	\$ 46.21	21.27
ELECTRICIAN.....	\$ 47.13	13.41
CEMENT MASON/CONCRETE FINISHER.....	\$ 52.13	20.89
CARPENTER.....	\$ 44.11	21.41

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

## Survey Rate Identifiers

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

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

## State Adopted Rate Identifiers

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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**MASSACHUSETTS PREVAILING WAGE RATES**



**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:** Adams **City/Town:** ADAMS

**Contract Number:** Adams Bid #26-002

**Description of Work:** The work under this Contract includes replacing the existing failed Miller Brook culvert and portions of existing channel located behind the apartment complex at #17-21 Jordan Street.

**Job Location:** Jordan Street, Adams

**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	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$36.97	\$10.90	\$9.75	\$6.60	\$0.00	\$64.22
LABORERS	12/1/2026	\$39.39	\$10.90	\$9.75	\$6.60	\$0.00	\$66.64
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.79	\$10.90	\$9.75	\$6.60	\$0.00	\$68.04
	12/1/2027	\$42.19	\$10.90	\$9.75	\$6.60	\$0.00	\$69.44
	6/1/2028	\$43.69	\$10.90	\$9.75	\$6.60	\$0.00	\$70.94
	12/1/2028	\$45.19	\$10.90	\$9.75	\$6.60	\$0.00	\$72.44
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$37.75	\$10.90	\$9.75	\$6.60	\$0.00	\$65.00
LABORERS	12/1/2026	\$39.04	\$10.90	\$9.75	\$6.60	\$0.00	\$66.29
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$40.32	\$14.50	\$4.30	\$6.25	\$0.00	\$65.37
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							
ASPHALT RAKER	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
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AUTOMATIC GRADER-EXCAVATOR (RECLAIMER)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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BACKHOE/FRONT-END LOADER OPERATOR	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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BARCO-TYPE JUMPING TAMPER	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							
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BATCH/CEMENT PLANT - ON SITE	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	\$36.97	\$10.90	\$9.75	\$6.60	\$0.00	\$64.22
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$39.39	\$10.90	\$9.75	\$6.60	\$0.00	\$66.64
	6/1/2027	\$40.79	\$10.90	\$9.75	\$6.60	\$0.00	\$68.04
	12/1/2027	\$42.19	\$10.90	\$9.75	\$6.60	\$0.00	\$69.44
	6/1/2028	\$43.69	\$10.90	\$9.75	\$6.60	\$0.00	\$70.94
	12/1/2028	\$45.19	\$10.90	\$9.75	\$6.60	\$0.00	\$72.44
For apprentice rates see "Apprentice- LABORER"							
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BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	\$37.75	\$10.90	\$9.75	\$6.60	\$0.00	\$65.00
LABORERS							
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2026	\$39.04	\$10.90	\$9.75	\$6.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
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BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.90	\$10.90	\$9.75	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN LABORERS	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.08	\$10.90	\$9.75	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR LABORERS	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							
CARPENTER CARPENTERS	3/1/2026	\$43.81	\$9.19	\$11.25	\$6.90	\$0.00	\$71.15
CARPENTERS LOCAL 336 - BERKSHIRE COUNTY	9/1/2026	\$44.76	\$9.19	\$11.25	\$6.90	\$0.00	\$72.10
	3/1/2027	\$45.66	\$9.19	\$11.25	\$6.90	\$0.00	\$73.00

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



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING	1/1/2026	\$48.13	\$13.20	\$16.30	\$2.93	\$1.69	\$82.25
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	\$49.32	\$13.20	\$16.30	\$2.93	\$1.69	\$83.44
Plasterers and Cement Masons - Zone 2	1/1/2027	\$50.51	\$13.20	\$16.30	\$2.93	\$1.69	\$84.63
	7/1/2027	\$51.70	\$13.20	\$16.30	\$2.93	\$1.69	\$85.82
	1/1/2028	\$52.89	\$13.20	\$16.30	\$2.93	\$1.69	\$87.01

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

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

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

CHAIN SAW OPERATOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$43.06	\$13.78	\$12.15	\$3.00	\$0.00	\$71.99
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 3	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
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Apprentice: 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	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 4 (BUILDING & SITE)	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 4 (BUILDING & SITE)	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 4 (BUILDING & SITE)	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER LABORERS	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 4 (BUILDING & SITE)	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR LABORERS	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 4 (BUILDING & SITE)	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 4 (BUILDING & SITE)	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
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 3)							
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	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
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 3)							
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 3)							
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 (Including Core Drilling)	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

<b>Apprentice: ELECTRICIAN (Including Core Drilling)</b>							
<b>Effective Date: 12/28/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.30	\$7.65	\$0.63	\$0.00	\$0.00	\$29.58
2	45.00	\$23.97	\$7.65	\$0.70	\$0.00	\$0.00	\$32.32
3	50.00	\$26.63	\$13.75	\$7.53	\$0.00	\$0.00	\$47.91
4	55.00	\$29.29	\$13.75	\$7.61	\$0.00	\$0.00	\$50.65
5	65.00	\$34.62	\$13.75	\$9.84	\$0.00	\$0.00	\$58.21
6	70.00	\$37.28	\$13.75	\$11.30	\$0.00	\$0.00	\$62.33

<b>Apprentice: ELECTRICIAN (Including Core Drilling)</b>							
<b>Effective Date: 6/28/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.76	\$7.80	\$0.63	\$0.00	\$0.00	\$30.19
2	45.00	\$24.48	\$7.80	\$0.70	\$0.00	\$0.00	\$32.98
3	50.00	\$27.21	\$14.00	\$7.53	\$0.00	\$0.00	\$48.74
4	55.00	\$29.93	\$14.00	\$7.61	\$0.00	\$0.00	\$51.54
5	65.00	\$35.37	\$14.00	\$9.84	\$0.00	\$0.00	\$59.21
6	70.00	\$38.09	\$14.00	\$11.30	\$0.00	\$0.00	\$63.39

**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							

<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2026</b>							
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

<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2027</b>							
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

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: ELEVATOR CONSTRUCTOR</b>							
<b>Effective Date: 1/1/2027</b>							
	<b>Step</b>	<b>Percent</b>	<b>Apprentice Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment Total Rate</b>
	3	65.00	\$46.95	\$16.48	\$11.16	\$11.00	\$0.00 \$85.59
	4	70.00	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00 \$89.20
	5	80.00	\$57.78	\$16.48	\$11.16	\$11.00	\$0.00 \$96.42
<b>Apprentice to Journeyworker Ratio: 1:1</b>							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
ELEVATOR CONSTRUCTORS LOCAL 41							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & BEAM RAIL ERECTOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$44.69	\$10.90	\$9.75	\$6.60	\$0.00	\$71.94
For apprentice rates see "Apprentice- LABORER"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
FIRE ALARM INSTALLER	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
/ COMMISSIONING	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
ELECTRICIANS LOCAL 7							
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

<b>Apprentice: FIREMAN</b>							
<b>Effective Date: 12/1/2023</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$23.42	\$13.78	\$12.15	\$3.00	\$0.00	\$52.35
2	70.00	\$27.32	\$13.78	\$12.15	\$3.00	\$0.00	\$56.25
3	80.00	\$31.22	\$13.78	\$12.15	\$3.00	\$0.00	\$60.15
4	90.00	\$35.13	\$13.78	\$12.15	\$3.00	\$0.00	\$64.06

**Apprentice to Journeyworker Ratio: 1:6**

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.90	\$9.75	\$6.60	\$0.00	\$56.46
LABORERS	12/1/2026	\$29.21	\$10.90	\$9.75	\$6.60	\$0.00	\$56.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							

FLOORCOVERER	3/1/2026	\$44.34	\$8.56	\$11.25	\$6.90	\$0.00	\$71.05
FLOORCOVERERS LOCAL 2168	9/1/2026	\$45.29	\$8.56	\$11.25	\$6.90	\$0.00	\$72.00
FLOORCOVERERS LOCAL 2168 ZONE III	3/1/2027	\$46.19	\$8.56	\$11.25	\$6.90	\$0.00	\$72.90

<b>Apprentice: FLOORCOVERER</b>							
<b>Effective Date: 3/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
2	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
3	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
4	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
5	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
6	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
7	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80
8	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80

<b>Apprentice: FLOORCOVERER</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.38	\$8.56	\$0.00	\$1.38	\$0.00	\$30.32
2	45.00	\$20.38	\$8.56	\$0.00	\$1.38	\$0.00	\$30.32
3	55.00	\$24.91	\$8.56	\$0.00	\$2.76	\$0.00	\$36.23
4	55.00	\$24.91	\$8.56	\$0.00	\$2.76	\$0.00	\$36.23
5	70.00	\$31.70	\$8.56	\$11.25	\$4.14	\$0.00	\$55.65
6	70.00	\$31.70	\$8.56	\$11.25	\$4.14	\$0.00	\$55.65
7	80.00	\$36.23	\$8.56	\$11.25	\$5.52	\$0.00	\$61.56

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: FLOORCOVERER</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	80.00	\$36.23	\$8.56	\$11.25	\$5.52	\$0.00	\$61.56

**Apprentice Notes**  
Steps are 750 hrs.

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

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

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

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

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

<b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b>							
<b>Effective Date: 6/1/2027</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.37	\$11.60	\$8.55	\$6.60	\$0.00	\$50.12
2	56.25	\$26.29	\$11.60	\$8.55	\$6.60	\$0.00	\$53.04
3	62.50	\$29.21	\$11.60	\$8.55	\$6.60	\$0.00	\$55.96
4	68.75	\$32.13	\$11.60	\$8.55	\$6.60	\$0.00	\$58.88
5	75.00	\$35.05	\$11.60	\$8.55	\$6.60	\$0.00	\$61.80

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b>							
<b>Effective Date: 6/1/2027</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	81.25	\$37.97	\$11.60	\$8.55	\$6.60	\$0.00	\$64.72
7	87.50	\$40.89	\$11.60	\$8.55	\$6.60	\$0.00	\$67.64
8	93.75	\$43.81	\$11.60	\$8.55	\$6.60	\$0.00	\$70.56
<b>Apprentice to Journeyworker Ratio: 3:1</b>							
GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7 ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING - WATER) PLUMBERS & PIPEFITTERS LOCAL 104 PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 104 PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$37.75	\$10.90	\$9.75	\$6.60	\$0.00	\$65.00
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2026	\$39.04	\$10.90	\$9.75	\$6.60	\$0.00	\$66.29

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

INSULATOR (PIPES & TANKS)	9/1/2025	\$48.27	\$14.75	\$9.52	\$10.09	\$0.00	\$82.63
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$51.01	\$14.75	\$9.52	\$10.09	\$0.00	\$85.37
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							

<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.14	\$14.75	\$9.27	\$5.05	\$0.00	\$53.21
2	60.00	\$28.96	\$14.75	\$9.32	\$6.05	\$0.00	\$59.08
3	70.00	\$33.79	\$14.75	\$9.37	\$7.06	\$0.00	\$64.97
4	80.00	\$38.62	\$14.75	\$9.42	\$8.07	\$0.00	\$70.86

<b>Apprentice: INSULATOR (PIPES &amp; TANKS)</b>							
<b>Effective Date: 9/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.51	\$14.75	\$9.27	\$5.05	\$0.00	\$54.58
2	60.00	\$30.61	\$14.75	\$9.32	\$6.05	\$0.00	\$60.73
3	70.00	\$35.71	\$14.75	\$9.37	\$7.06	\$0.00	\$66.89
4	80.00	\$40.81	\$14.75	\$9.42	\$8.07	\$0.00	\$73.05

**Apprentice to Journeyworker Ratio: 1:4**

IRONWORKER/WELDER	1/1/2025	\$39.50	\$5.50	\$14.28	\$4.55	\$0.00	\$63.83
IRONWORKERS LOCAL 12							
IRONWORKERS LOCAL 12							

<b>Apprentice: IRONWORKER/WELDER</b>							
<b>Effective Date: 1/1/2025</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$23.50	\$5.75	\$0.00	\$3.75	\$0.00	\$33.00
2	0.00	\$25.50	\$5.75	\$10.00	\$3.75	\$0.00	\$45.00
3	0.00	\$27.50	\$5.75	\$11.42	\$3.75	\$0.00	\$48.42
4	0.00	\$29.50	\$5.75	\$12.85	\$3.75	\$0.00	\$51.85

**Apprentice to Journeyworker Ratio: 1:4**

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69

<b>Apprentice: LABORER</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$21.73	\$10.90	\$9.75	\$6.60	\$0.00	\$48.98
2	70.00	\$25.35	\$10.90	\$9.75	\$6.60	\$0.00	\$52.60
3	80.00	\$28.98	\$10.90	\$9.75	\$6.60	\$0.00	\$56.23
4	90.00	\$32.60	\$10.90	\$9.75	\$6.60	\$0.00	\$59.85

<b>Apprentice: LABORER</b>							
<b>Effective Date: 12/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$23.18	\$10.90	\$9.75	\$6.60	\$0.00	\$50.43
2	70.00	\$27.05	\$10.90	\$9.75	\$6.60	\$0.00	\$54.30
3	80.00	\$30.91	\$10.90	\$9.75	\$6.60	\$0.00	\$58.16
4	90.00	\$34.78	\$10.90	\$9.75	\$6.60	\$0.00	\$62.03

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

LABORER (HEAVY & HIGHWAY)	6/1/2026	\$37.00	\$10.90	\$9.75	\$6.60	\$0.00	\$64.25
LABORERS	12/1/2026	\$38.29	\$10.90	\$9.75	\$6.60	\$0.00	\$65.54
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							

<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 6/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.20	\$10.90	\$9.75	\$6.60	\$0.00	\$49.45
2	70.00	\$25.90	\$10.90	\$9.75	\$6.60	\$0.00	\$53.15
3	80.00	\$29.60	\$10.90	\$9.75	\$6.60	\$0.00	\$56.85
4	90.00	\$33.30	\$10.90	\$9.75	\$6.60	\$0.00	\$60.55
<b>Apprentice: LABORER (HEAVY &amp; HIGHWAY)</b>							
<b>Effective Date: 12/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.97	\$10.90	\$9.75	\$6.60	\$0.00	\$50.22
2	70.00	\$26.80	\$10.90	\$9.75	\$6.60	\$0.00	\$54.05
3	80.00	\$30.63	\$10.90	\$9.75	\$6.60	\$0.00	\$57.88
4	90.00	\$34.46	\$10.90	\$9.75	\$6.60	\$0.00	\$61.71
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
LABORER: CARPENTER TENDER LABORERS	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	6/1/2026	\$35.67	\$10.90	\$9.75	\$5.41	\$0.00	\$61.73
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$36.96	\$10.90	\$9.75	\$5.41	\$0.00	\$63.02
	6/1/2027	\$38.26	\$10.90	\$9.75	\$5.41	\$0.00	\$64.32
	12/1/2027	\$39.56	\$10.90	\$9.75	\$5.41	\$0.00	\$65.62
	6/5/2028	\$40.91	\$10.90	\$9.75	\$5.41	\$0.00	\$66.97
	12/4/2028	\$42.26	\$10.90	\$9.75	\$5.41	\$0.00	\$68.32
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS	6/1/2026	\$38.22	\$10.90	\$9.75	\$6.60	\$0.00	\$65.47
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$40.64	\$10.90	\$9.75	\$6.60	\$0.00	\$67.89
	6/1/2027	\$42.04	\$10.90	\$9.75	\$6.60	\$0.00	\$69.29
	12/1/2027	\$43.44	\$10.90	\$9.75	\$6.60	\$0.00	\$70.69

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
	12/1/2028	\$46.44	\$10.90	\$9.75	\$6.60	\$0.00	\$73.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79

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

LABORER: MULTI-TRADE TENDER LABORERS	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69

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

LASER BEAM OPERATOR LABORERS	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79

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

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



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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**Apprentice Notes**  
 Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

**Apprentice to Journeyworker Ratio: 1:4**

MORTAR MIXER LABORERS	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

OILER OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.02	\$13.78	\$12.15	\$3.00	\$0.00	\$63.95
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98	12/1/2023	\$32.74	\$13.78	\$12.15	\$3.00	\$0.00	\$61.67
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35 - ZONE 3							

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

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

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$42.03	\$10.35	\$12.00	\$8.35	\$0.00	\$72.73

\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.  
 PAINTERS LOCAL 35  
 PAINTERS LOCAL 35 - ZONE 3

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.02	\$10.35	\$0.00	\$0.00	\$0.00	\$31.37
2	55.00	\$23.12	\$10.35	\$0.00	\$4.59	\$0.00	\$38.06
3	60.00	\$25.22	\$10.35	\$0.00	\$5.01	\$0.00	\$40.58
4	65.00	\$27.32	\$10.35	\$0.00	\$5.43	\$0.00	\$43.10
5	70.00	\$29.42	\$10.35	\$12.00	\$5.85	\$0.00	\$57.62
6	75.00	\$31.52	\$10.35	\$12.00	\$6.26	\$0.00	\$60.13
7	80.00	\$33.62	\$10.35	\$12.00	\$6.68	\$0.00	\$62.65
8	90.00	\$37.83	\$10.35	\$12.00	\$7.52	\$0.00	\$67.70

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

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$39.35	\$10.35	\$12.00	\$8.35	\$0.00	\$70.05
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

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	\$19.68	\$10.35	\$0.00	\$0.00	\$0.00	\$30.03
2	55.00	\$21.64	\$10.35	\$0.00	\$4.59	\$0.00	\$36.58
3	60.00	\$23.61	\$10.35	\$0.00	\$5.01	\$0.00	\$38.97
4	65.00	\$25.58	\$10.35	\$0.00	\$5.43	\$0.00	\$41.36
5	70.00	\$27.55	\$10.35	\$12.00	\$5.85	\$0.00	\$55.75
6	75.00	\$29.51	\$10.35	\$12.00	\$6.26	\$0.00	\$58.12
7	80.00	\$31.48	\$10.35	\$12.00	\$6.68	\$0.00	\$60.51
8	90.00	\$35.42	\$10.35	\$12.00	\$7.52	\$0.00	\$65.29

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

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$40.63	\$10.35	\$12.00	\$8.35	\$0.00	\$71.33
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate



**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

<b>Apprentice: PILE DRIVER</b>							
<b>Effective Date: 8/1/2024</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.14	\$10.08	\$0.00	\$2.53	\$0.00	\$34.75
2	55.00	\$27.05	\$10.08	\$0.00	\$5.07	\$0.00	\$42.20
3	70.00	\$34.43	\$10.08	\$11.62	\$7.60	\$0.00	\$63.73
4	80.00	\$39.35	\$10.08	\$11.62	\$10.14	\$0.00	\$71.19

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

PIPELAYER	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							

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

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

<b>Apprentice: PLUMBER &amp; PIPEFITTER</b>							
<b>Effective Date: 3/17/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.74	\$13.50	\$10.85	\$0.00	\$0.00	\$48.09



**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
POWDERMAN & BLASTER LABORERS	6/1/2026	\$37.22	\$10.90	\$9.75	\$6.60	\$0.00	\$64.47
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$39.64	\$10.90	\$9.75	\$6.60	\$0.00	\$66.89
	6/1/2027	\$41.04	\$10.90	\$9.75	\$6.60	\$0.00	\$68.29
	12/1/2027	\$42.44	\$10.90	\$9.75	\$6.60	\$0.00	\$69.69
	6/1/2028	\$43.94	\$10.90	\$9.75	\$6.60	\$0.00	\$71.19
	12/1/2028	\$45.44	\$10.90	\$9.75	\$6.60	\$0.00	\$72.69
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$38.00	\$10.90	\$9.75	\$6.60	\$0.00	\$65.25
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2026	\$39.29	\$10.90	\$9.75	\$6.60	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER TEAMSTERS 404 - Construction Service (Northampton) TEAMSTERS 404 - Construction Service (Northampton)	5/1/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$0.00	\$45.21
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							
ROLLER OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Coal tar pitch) ROOFERS LOCAL 248	10/2/2025	\$44.73	\$10.60	\$8.70	\$10.00	\$0.00	\$74.03
ROOFERS LOCAL 248	7/16/2026	\$46.73	\$10.60	\$8.70	\$10.00	\$0.00	\$76.03
For apprentice rates see "Apprentice- ROOFER"							

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)	10/2/2025	\$44.23	\$10.60	\$8.70	\$10.00	\$0.00	\$73.53
ROOFERS LOCAL 248	7/16/2026	\$46.23	\$10.60	\$8.70	\$10.00	\$0.00	\$75.53
ROOFERS LOCAL 248							
ROOFER SLATE / TILE / PRECAST CONCRETE	10/2/2025	\$44.73	\$10.60	\$8.70	\$10.00	\$0.00	\$74.03
ROOFERS LOCAL 248	7/16/2026	\$46.73	\$10.60	\$8.70	\$10.00	\$0.00	\$76.03
ROOFERS LOCAL 248							
For apprentice rates see "Apprentice- ROOFER"							
SCRAPER	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS)	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-PROPELLED POWER BROOM	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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

<b>Apprentice: SHEETMETAL WORKER</b>							
<b>Effective Date: 7/1/2025</b>							
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

<b>Apprentice: SHEETMETAL WORKER</b>							
<b>Effective Date: 7/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate





**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	2/10/2026	\$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 (SPR/PITT) - MARBLE & TILE	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/10/2026							
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
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**

TERRAZZO MECHANIC	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97

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

Apprentice: TERRAZZO MECHANIC							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49

**Construction**

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
<b>Apprentice: TERRAZZO MECHANIC</b>							
<b>Effective Date: 8/1/2026</b>							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
<b>Apprentice to Journeyworker Ratio: 1:5</b>							
TEST BORING DRILLER LABORERS	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.87	\$10.90	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT 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 LABORERS	6/1/2026	\$61.48	\$10.90	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$62.98	\$10.90	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	6/1/2026	\$63.48	\$10.90	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$64.98	\$10.90	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS	6/1/2026	\$53.55	\$10.90	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.05	\$10.90	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2026	\$55.55	\$10.90	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.05	\$10.90	\$9.75	\$10.25	\$0.00	\$87.95

**Construction**

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Annuity</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)							
LABORERS	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WATER METER INSTALLER	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$56.26	\$12.00	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

**Additional Apprentice Information**

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

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

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

## **ORDER OF CONDITIONS**



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Page: 1 of 13 10/21/2024 02:31 PM



**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:  
086-0160  
MassDEP File #  
eDEP Transaction #  
Adams  
City/Town

**A. General Information**

Please note: this form has been modified with added space to accommodate the Registry of Deeds Requirements

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Town of Adams Conservation Commission  
Conservation Commission

2. This issuance is for (check one):  
a.  Order of Conditions      b.  Amended Order of Conditions

3. To: Applicant:  
Jay Green  
a. First Name      b. Last Name  
Town of Adams  
c. Organization  
8 Park Street  
d. Mailing Address  
Adams      MA      01220  
e. City/Town      f. State      g. Zip Code

4. Property Owner (if different from applicant):  
Logan J      Thompson  
a. First Name      b. Last Name  
20 Cedar Street  
c. Organization  
d. Mailing Address  
Somerville      MA      02143  
e. City/Town      f. State      g. Zip Code

5. Project Location:  
17 Jordan Street - Rear      Adams  
a. Street Address      b. City/Town  
112      103  
c. Assessors Map/Plat Number      d. Parcel/Lot Number  
Latitude and Longitude, if known:      d      m      s      d      m      s  
d. Latitude      e. Longitude



**Massachusetts Department of Environmental Protection**  
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**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 086-0160  
 MassDEP File #  
 eDEP Transaction #  
 Adams  
 City/Town

**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
 Berkshire  
 a. County KB b. Certificate Number (if registered land) 552  
1771 c. Book d. Page  
 7. Dates: 8/14/2024 9/5/2024 9/24/2024  
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance  
 8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
 Notice of Intent Plans, Miller Brook Culvert Replacement  
 a. Plan Title VHB b. Prepared By Stephen Herzog PWS, CERP  
 c. Signed and Stamped by 1"=20'  
 d. Final Revision Date e. Scale  
 f. Additional Plan or Document Title g. Date

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:  
 Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- a.  Public Water Supply b.  Land Containing Shellfish c.  Prevention of Pollution  
 d.  Private Water Supply e.  Fisheries f.  Protection of Wildlife Habitat  
 g.  Groundwater Supply h.  Storm Damage Prevention i.  Flood Control
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved subject to:**

- a.  the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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 MassDEP File # \_\_\_\_\_  
 eDEP Transaction # \_\_\_\_\_  
 Adams  
 City/Town \_\_\_\_\_

**B. Findings (cont.)**

Denied because:

- b.  the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c.  the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3.  Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) \_\_\_\_\_ a. linear feet

**Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)**

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	699 a. linear feet	699 b. linear feet	687 c. linear feet	687 d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	3504(638 Temporary) a. square feet	3504(638 Temporary) b. square feet	3456(638 Temporary) c. square feet	3456(638 Temporary) d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	12730(Temporary) a. total sq. feet	12730(Temporary) b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



**Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

086-0160

MassDEP File # \_\_\_\_\_

eDEP Transaction # \_\_\_\_\_

Adams

City/Town \_\_\_\_\_

**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

086-0160

MassDEP File #

eDEP Transaction #

Adams

City/Town

**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23.  Restoration/Enhancement \*:

a. square feet of BVW

b. square feet of salt marsh

24.  Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on \_\_\_\_\_ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

086-0160

MassDEP File #

eDEP Transaction #

Adams

City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
 

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
 "File Number            086-0160            "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



**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:

086-0160

MassDEP File #

eDEP Transaction #

Adams

City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1)  is subject to the Massachusetts Stormwater Standards
- (2)  is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



**Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands**

**WPA Form 5 – Order of Conditions**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

086-0160

MassDEP File #

eDEP Transaction #

Adams

City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 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.



**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:

086-0160

MassDEP File #

eDEP Transaction #

Adams

City/Town

**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

- Onsite meeting with members of Conservation Commission shall be scheduled prior to dewatering.
- Conservation Commission shall review and approve a plan for dewatering prior to its implementation.

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 086-0160  
 MassDEP File # \_\_\_\_\_  
 eDEP Transaction # \_\_\_\_\_  
 Adams  
 City/Town

**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable?  Yes  No
2. The \_\_\_\_\_ hereby finds (check one that applies):  
     Conservation Commission
  - a.  that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:
 

1. Municipal Ordinance or Bylaw	2. Citation
---------------------------------	-------------

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.
  - b.  that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:
 

1. Municipal Ordinance or Bylaw	2. Citation
---------------------------------	-------------
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.  
 The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
 086-0160  
 MassDEP File #

eDEP Transaction #  
 Adams  
 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.

9/24/2024  
 1. Date of Issuance

Please indicate the number of members who will sign this form.

4  
 2. Number of Signers

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

[Signature]  
 Signature

[Signature]  
 Signature

[Signature]  
 Signature

[Signature]  
 Signature

Natasha Bordeaux  
 Printed Name

JAMES FASSELL  
 Printed Name

DAVID LIPINSKI  
 Printed Name

STEVE MELITO  
 Printed Name

Signature

Signature

Signature

Signature

Printed Name

Printed Name

Printed Name

Printed Name

by hand delivery on  
9/24/2024  
 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:

086-0160

MassDEP File #

eDEP Transaction #

Adams

City/Town

### F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



**Massachusetts Department of Environmental Protection**  
**Bureau of Resource Protection - Wetlands**  
**WPA Form 5 – Order of Conditions**  
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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 086-0160  
 MassDEP File #  
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 Adams  
 City/Town

**G. Recording Information**

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Town of Adams Conservation Commission  
 Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Town of Adams Conservation Commission  
 Conservation Commission

Please be advised that the Order of Conditions for the Project at:

17 Jordan Street - Rear  
 Project Location

086-0160  
 MassDEP File Number

Has been recorded at the Registry of Deeds of:

Berkshire  
 County

Book

Page

for: Logan J. Thompson  
 Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

9/24/2024  
 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