



BID DOCUMENTS
FOR
81 SURFSIDE ROAD SEAWALL REPAIR PROJECT

CONTRACT NO. 23-FS-39

August 2026

PREPARED FOR:
TOWN OF SCITUATE
Department of Public Works
Engineering Division
600 Chief Justice Cushing Highway
Scituate, MA. 02066

PREPARED BY:
GZA GEOENVIRONMENTAL, INC.
144 Elm Street
Amesbury, Massachusetts 01913

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81 Surfside Road Seawall Repair Project, Scituate, MA., prepared by GZA
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CONTRACT NO. 23-FS-39

NOTICE TO BIDDERS - INVITATION TO BID

Sealed Bids for the General Contract for the 81 Surfside Road Seawall Repair Project will be received by the Office of the Town Administrator, Town Hall, 600 Chief Justice Cushing Way, Scituate, MA, **until 3:00 p.m. EST, Thursday, September 17, 2026**, and at that time and place will be publicly opened and read aloud in the Selectboard Room in Town Hall.

The project generally consists of furnishing all labor, materials, equipment, and incidentals for repairs to the storm-damaged existing seawall and stone slope revetment fronting 81 Surfside Road. This work shall consist of working in tidal conditions, Dig Safe notifications; verification of benchmark elevations; construction access and staging preparation; protecting property and structures to remain; demolition and disposal of portions of existing damaged and deteriorated concrete structures; various repairs to concrete structures including concrete infill of seawall voids, seawall spall repairs, and seawall crack repairs; new steel sheet pile toe installation; revetment repairs including removal and resetting toe slope revetment with salvaged and supplemental armor stone; management and disposal of all associated demolition and construction debris; protection and in-kind restoration of site features to remain; restoration of disturbed site access, staging, and construction areas. The work also includes but is not limited to all forms, reinforcing members, dowelling, concrete, stone handling, stockpiling, and resetting; labor, survey, supervision, machinery, and materials required to complete the project as shown on the contract drawings entitled '81 Surfside Road Seawall Repair Project,' prepared by GZA GeoEnvironmental, Inc. for the proposed project located at 81 Surfside Road in Scituate, MA.

Contract Documents may be examined at Accent Printing, at 99 Chelmsford Road, North Billerica, MA between 9 a.m. and 4 p.m. Contract Documents may be viewed and downloaded as a Portable Document File (PDF) free of charge at <https://www.accentblueprints.com/jobs/public>. If printed copies are desired by the prospective bidders, such copies of the Contract Drawings and Specifications may be ordered through the same website. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable.

A pre-bid conference will be held on **Thursday, September 3, 2026, at 10:00 a.m.** at the project site.

Questions regarding the project or bid documents must be submitted in writing to Mr. David Smith, GZA GeoEnvironmental, Inc., 144 Elm Street, Amesbury, MA. 01913 or, via electronic mail to David.Smith@gza.com, by **September 9, 2026, at 3:00 p.m.**

Each General Bid shall be submitted in accordance with the Information for Bidders and must be accompanied by a Bid Security in the amount of 5% of the value of the Bid.

No Bidder may withdraw his Bid for a period of ninety (90) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

The Successful Bidder must furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond with a surety company acceptable to the Owner.

Complete instructions for filing General Bids are included in the Information for Bidders.

The successful bidder agrees to complete the work on or before **April 1, 2027**. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after **April 1, 2027**, that the work remains incomplete in accordance with the terms of the Agreement.

Wage rates are subject to the minimum wage rates as per M.G.L., Chapter 149, and Section 26 to 27G inclusive as contained in the Contract Documents.

Equal Employment Opportunity and Affirmative Action in employment shall apply. The Contractor must insure that employees and applicants for employment are not discriminated against because of their Race, Color, Age, Sex or National Origin.

For all Town of Scituate projects costing \$50,000.00 or more, a minority employee percentage rate to be applied to this project will not be less than 5%. A Contractor's Certification concerning Supplemental Equal Employment Opportunity must be completed, signed, and submitted with each bid, for bid proposals of \$50,000.00 or more.

Bidders are hereby informed that this project, in accordance with the Contract Documents, contains a 5% Minority Business Enterprise set aside, if the project cost is \$50,000 or more. Therefore, a proper Letter of Intent must be submitted with each Bid Proposal of \$50,000 or more.

Bids may be held by the Town of Scituate for a period of not to exceed ninety (90) business days from the date of the opening of bids for the purpose of reviewing the bids and awarding the Contract.

The Town of Scituate reserves the right to waive any informalities or to reject any or all bids received, and to award the Contract to any bidder regardless of the amount of the bid, if, in the Owner's opinion, the best interests of the Owner will be promoted.

JAMES BOUDREAU
TOWN ADMINISTRATOR
TOWN OF SCITUATE, MASSACHUSETTS

END OF SECTION

INFORMATION FOR BIDDERS

TOWN OF SCITUATE

DEPARTMENT OF PUBLIC WORKS

Notice is hereby given that the Town of Scituate - Department of Public Works (the "Owner"), acting by and through the Town Administrator, will receive sealed bids for furnishing all labor, materials, equipment, and incidentals for the project known as:

81 SURFSIDE ROAD SEAWALL REPAIR PROJECT

TOWN OF SCITUATE, MASSACHUSETTS

CONTRACT NO. 23-FS-39

Bids will be received at the office of the Town Administrator, Town Hall, 600 Chief Justice Cushing Highway, Scituate, Massachusetts, 02066, **until 3:00 pm EST, Thursday, September 17, 2026,** at which time and place they will be publicly opened and read in the Selectboard Room in Town Hall.

The Board of Selectmen shall represent the Owner in the execution of this contract.

- A. The Owner agrees to examine and consider each bid submitted in consideration of the bidder's agreements, as herein above set forth and as set forth in the bid.

In the event that there is a discrepancy in the bid between the lump-sum price written in words and figures, the price written in words shall govern.

The several bids will be compared on the basis of the prices bid, and the contract will be awarded to the lowest responsible and eligible bidder, as defined in Section 44a, Chapter 149; Section 39m or Chapter 30 (whichever is applicable) of the General Laws of Massachusetts as amended to date. The lowest bid will be determined as the sum of the base bid items.

Materials, equipment, and supplies used on this project are exempt from taxation to the extent provided by G.L. c.64h, & 6(f). The exemption certificate number will be furnished to the contractor. Each bidder shall take this exemption into account in calculating his/her bid for the work.

- B. No award will be made to any bidder who cannot satisfy the Owner that he/she has sufficient ability and experience in this class of work and sufficient capital and plant to enable him/her to prosecute and complete the work successfully within the time specified. The Owner's decision or judgment on these matters shall be final, conclusive, and binding.

The Owner may make such investigation as it deems necessary, and the bidder shall furnish to the owner, under oath if so required, all such information and data for this purpose as the owner may request.

The Bidder shall submit references for similar projects and all pertinent information including contacts for said projects.

- C. The project generally consists of furnishing all labor, materials, equipment, and incidentals for repairs to the storm-damaged existing seawall and stone slope revetment fronting 81 Surfside Road. This work shall consist of working in tidal conditions, Dig Safe notifications; verification of benchmark elevations; construction access and staging preparation; protecting property and structures to remain; demolition

INFORMATION FOR BIDDERS

and disposal of portions of existing damaged and deteriorated concrete structures; various repairs to concrete structures including concrete infill of seawall voids, seawall spall repairs, and seawall crack repairs; new steel sheet pile toe installation; revetment repairs including removal and resetting toe slope revetment with salvaged and supplemental armor stone; management and disposal of all associated demolition and construction debris; protection and in-kind restoration of site features to remain; restoration of disturbed site access, staging, and construction areas. The work also includes but is not limited to all forms, reinforcing members, dowelling, concrete, stone handling, stockpiling, and resetting; labor, survey, supervision, machinery, and materials required to complete the project as shown on the contract drawings entitled '81 Surfside Road Seawall Repair Project,' prepared by GZA GeoEnvironmental, Inc. for the proposed project located at 81 Surfside Road in Scituate, MA.

- D. A site walk-through will be performed by the Owner on **Thursday, September 3, 2026, at 10:00 a.m.** at the project site, which will overview and acquaint the Contractor with the work set forth hereunder. All prospective bidders are encouraged to attend. If the bidder chooses not to attend this meeting, they shall waive any information provided at this meeting. Any responses to written bidders questions will be provided by addendum.
- E. Each bid shall be made out on the bid sheet attached hereto, state the proposed lump sum and/or unit price, whichever is applicable for performing the work, both in words and in figures and be signed by the bidder with his/her business address and shall be accompanied by a DEPOSIT in the form of a bid bond, or a certified check or a treasurer's or cashier's check by a responsible bank or trust company in an amount not less than five percent (5%) of the value of the bid, payable to the TOWN OF SCITUATE, MASSACHUSETTS on or before **3:00 pm EST, Thursday, September 17, 2026.**

Each bid deposit may be held by the Owner as security for the fulfillment of the bidder's promises, set forth in his/her bid that he/she will not withdraw his/her bid while it is being considered and will execute the agreement and furnish the required contract bonds and insurance certificates if his/her bid is accepted. The bid deposit must be enclosed in the sealed envelope containing the bid.

- F. The above-mentioned check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded to him and will be declared forfeited if the successful bidder refuses to enter into said contract within ten (10) days after being requested to do so by the Owner.
- G. The Owner (awarding authority) reserves the right to reject any or all bids should the owner deem it to be in the public interest to do so.

The Owner must by law, reject every bid which is not accompanied by the required bid deposit or which does not otherwise conform to Sections 44a to 44h, inclusive, of Chapter 149; Section 39m of Chapter 30 (whichever is applicable) of the general laws of Massachusetts, or which is on a form not completely filled in.

The Owner may reject bids which in its sole judgment are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the owner may waive such omissions, conditions or irregularities.

- H. Except as hereinafter in this sub-section otherwise expressly provided, once his/her bid is submitted and received by the owner for consideration and comparison with other bids similarly submitted the bidder agrees that he/she may not and will not withdraw it within ninety (90) business days after the actual

date of the opening of the bids. Upon proper written request and identification, bids may be withdrawn only as follows:

1. at any time prior to the designated time for the opening of bids.
 2. provided the bid has not theretofore been accepted by the owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his/her bid.
- I. Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the agreement has been executed by both parties thereto or until the owner notifies a bidder in writing that his/her bid is rejected or that the owner does not intend to accept it, or returns his/her bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid. You should be aware that all contractors performing work for the Owner are required to present evidence of Workers' Compensation and Employers' Liability Insurance coverage; a certificate of insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies of not less than \$1,000,000 for bodily injury or death arising out of any one occurrence and property damage limits of not less than \$3,000,000 arising out of any occurrence for each type of coverage; as well as excess liability coverage in an amount to be no less than \$3,000,000; as well as copies for said General Liability and Business Auto Liability Insurance Policies or an endorsement naming the Owner, its Board, and its officers, agents and employees as additional insured's, a standard cross-liability endorsement, an endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Owner has received written notification by first class mail from the insurance carrier of such cancellation or reduction, and an endorsement stating that the insurance afforded thereby to Owner and its officers, agents and employees shall be primary insurance to the full limits of the policy, and that if Owner and its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Contractor shall further procure for the Owner's benefit, course of construction insurance coverage for all risks of loss in an amount equal to the completed value of the project. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Owner before work commences. Bidders that may "self-insure" are to provide detailed evidence of coverage and may be required to produce additional financial disclosures, such that any and all concerns raised by any Owner shall be redressed to the satisfaction of said Owner. A bidder that fails to comply with said additional requests by Owner may be deemed to be unresponsive and as such may be precluded from any further consideration by the Owner.
- J. The award of a contract is subject to the Owner's receipt funding and of all regulatory approvals from local, state, or federal agencies.
- K. The "Contract Documents" consist of Notice to Bidders, this Information for Bidders; Bidding Requirements; the Bid, including Equal Opportunity Employer Forms and Minority Business Enterprise Forms; Agreement; Faithful Performance Bond; Payment Bond; General and Special Conditions; Technical Specifications; and Contract Plans. Copies of Plans, Specification and Contract Documents at Accent Printing, at 99 Chelmsford Road, North Billerica, MA between 9 a.m. and 4 p.m. Contract Documents may be viewed and downloaded as a Portable Document File (PDF) free of charge at <https://www.accentblueprints.com/jobs/public>. If printed copies are desired by the prospective bidders, such copies of the Contract Drawings and Specifications may be ordered through the same website. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable.

- L. In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning to the contract document, or the equality or use of products or methods other than those designated or described on the specifications. Any information given to bidders other than by means of the Contract Documents, including addenda as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner.

To receive consideration, such questions shall be submitted in writing to Mr. David Smith of GZA GeoEnvironmental, Inc., 144 Elm Street, Amesbury, MA 01913 or, via electronic mail to David.smith@gza.com **by September 9, 2026 by 3:00pm**. If the question involves the equality or use of product or methods, it must be accompanied by drawings, specifications, or other data the Owner will set forth as Addenda, which shall become a part of the contract documents, such questions and his/her decision regarding each, received as above provided and are in his/her sole judgment appropriate or necessary. At least one (1) day prior to the receipt of bids, he/she will send a copy of these addenda to those prospective bidders known to have taken out contract documents.

The contractor agrees to use the products and methods designated or described in the specifications as amended by the Addenda.

- M. The Owner reserves the right to request change orders at any time.
- N. A successful bidder shall provide proof of a current business license issued by the jurisdiction where the work of improvement is to be conducted upon award of the Contract.
- O. A successful bidder shall, within ten (10) days from the date of a request by the Owner, enter into a contract with the Owner, which contract shall be accompanied by a payment bond and a faithful performance bond, each in a sum equal to 100% of the amount of the proposal, and all documents evidencing insurance coverage requested by the Owner.

In case of his/her failure to present said bonds, the Owner, at its option, may consider the bidder has abandoned his/her contract, in which case the certified check accompanying the proposal shall become the property of the Town of Scituate.

- P. Materials, equipment and supplies used on this project are exempt from taxation to the extent provided by M.G.L. Chapter 64H & Section 6(f). The exemption certificate number will be furnished to the contractor. Each bidder shall take this exemption into account in calculating his/her bid for the work.
- Q. The successful bidder agrees to complete the work on or before **April 1, 2027**. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after **April 1, 2027**, that the work remains incomplete in accordance with the terms of the Agreement.

END OF SECTION

SECTION 00300

BID FORM

The undersigned, as a bidder, declares that they have carefully examined the location of the proposed work, the proposed form of Agreement, and Contract Documents, and they propose and agrees that, if this bid is accepted, they will contract with the Owner to provide all necessary machinery, tools and apparatus, to do all the work and furnish all the materials specified in the Contract Documents in the manner and time therein set forth required to complete the

81 SURFSIDE ROAD SEAWALL REPAIR PROJECT

TOWN OF SCITUATE, MASSACHUSETTS

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The work to be performed pursuant to this Bid shall be in strict conformity with the Contract Documents prepared therefore by the Owner, copies of which are on file in the Department of Public Works Administration/Engineering Office, which Contract Documents are hereby made a part thereof, and incorporated by this reference as is fully set forth herein.

The following Base Bid Pricing reflects the respective bid item breakdown indicated in Table 1 following the Bid Summary.

1. The TOTAL BASE BID PRICE:

(Table 1 Base Bid Total) is:

_____ Dollars

(\$ _____)

(insert words and numbers. In cases of conflict between words and numbers, words shall control)

The unit prices for items comprising the contract are further defined as follows:

TABLE NO. 1 – BASE BID:				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02002-1	1 LS	Mobilization and Demobilization at _____ _____ _____ Dollars & Cents/Lump Sum		
02300-1	70 LF	Revetment Reconstruction at _____ _____ _____ Dollars & Cents/Linear Feet		
02300-2	300 TON	Supplemental Revetment Stone at _____ _____ _____ Dollars & Cents/Ton		
02368-1	70 LF	Steel Sheet Piles (15 feet long) at _____ _____ _____ Dollars & Cents/Linear Feet		
03400-1	70 LF	Seawall Toe Repair – Concrete Fill at _____ _____ _____ Dollars & Cents/Linear Feet		
03400-2	100 SF	Reinforced Concrete Patch Repair at _____ _____ _____ Dollars & Cents/Square Foot		
03400-3	12 LF	Horizontal Crack Repair at _____ _____ _____ Dollars & Cents/Linear Foot		

TABLE NO. 1 – BASE BID:				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
03400-4	3 EA	Vertical Crack Repair at _____ _____ _____ Dollars & Cents/Each		
TOTAL BASE BID PRICE IN WORDS:			TOTAL BASE BID PRICE: \$	

Owner reserves the right to add or delete items from this list. The price of the contract shall be adjusted accordingly. The price set forth herein includes any and all costs and expenses of whatever source or nature for the work to be performed pursuant to the terms and conditions of the Contract Documents.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds within ten (10) days after being requested to do so by the Owner.

The undersigned has examined the location of the proposed work and is familiar with the Contract Documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all of the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

Enclosed find bidder's bond or certified check in the amount of five (5%) percent of the bid for _____ (\$_____) to guarantee execution of contract and furnishing of the necessary bonds as above provided, if awarded the contract.

The undersigned has satisfied him/herself by personal examination of the location of proposed work, and by such other measures as they may prefer, as to the actual conditions and requirements of the work, and shall not, after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

Basis of award shall be based on the Total Bid Price to the lowest qualified bidder depending upon available funds.

Contractor acknowledges receipt of Addenda Nos. _____ through _____

This bid is submitted by:

(Complete name of firm to be given here)

Signature: _____ Date: _____

Printed Name as Signed Above: _____

Contact Person: _____

Business _____

Address: _____

Telephone: _____ Employer I. D. # _____

Email Address: _____

Note: If the bidder is a corporation, indicate State of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Incorporated in what State: _____

President:	
Treasurer:	
Secretary	

If a Partnership: (Name all Partners)

Name of Partner:	
Residence:	
Name of Partner:	
Residence:	

If an Individual:

Name:	
Residence:	

If an Individual doing business under a firm name:

Name of Firm:	
Name of Individual:	
Business Address:	
Residence:	

The bidder will give below the name and address of the Surety Company who will sign the bonds.

BIDDER'S QUALIFICATION

The Bidder is required to state below work they has done of a character similar to that of the work included in the proposed contract and to give references that will enable the Owner to judge his/her experience and skills to successfully undertake this project.

Project/Amount	Description	Contact	Completion Date
1.			
2.			
3.			
4.			
5.			

LIST OF SUB-CONTRACTORS

Any person making a bid to perform the work, shall in his or her bid, set forth: (a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the Commonwealth of Massachusetts who, under subcontract to the primary Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total bid; (b) The portion of the work which will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her bid.

Any item of work, which does not set forth a designated Subcontractor will be done by the Prime Contractor.

NAME & ADDRESS	PORTION OF WORK

(PRIME CONTRACTOR)

Signed by:
Title:

BIDDER CERTIFICATIONS

1.1 GENERAL

A. The undersigned Bidder certifies to the Owner, as set forth in Sections 1 through 4 below.

1. Certificate of Non-Discrimination

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. State of Convictions

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. Previous Disqualifications

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. Certification of Workers Compensation Insurance

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Title 28-29 Labor and Labor Relations of the General Laws of Massachusetts which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that law, and I will comply with such provisions before commencing the performance of the Work of this Contract.

5. C.30 S.39(c) The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed in the work.

6. The Bidder hereby certifies they shall comply with the MBE/WBE manpower ratio and specific action steps contained in the Appendix EEO attached hereto, including compliance with the MBE/WBE Contractor Compliance specified in Section V of said Appendix. The Contractor receiving the award of the contract shall be required to obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of Tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Appendix EEO.

7. C.30 S.39(a) The undersigned further certifies under penalties of perjury that this bid is in all respects bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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

(NOTE: IF THE BID PROPOSAL IS \$50,000.00 OR MORE, THIS PAGE MUST BE
COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.)

Name of Project _____

A. CONTRACTOR'S CERTIFICATION

A CONTRACTOR WILL NOT BE ELIGIBLE FOR AWARD OF A CONTRACT UNLESS SUCH CONTRACTOR HAS
SUBMITTED THE FOLLOWING CERTIFICATION, WHICH IS DEEMED A PART OF THE RESULTING CONTRACT:

CONTRACTOR'S CERTIFICATION

_____ CERTIFIES THAT:

1. IT INTENDS TO USE THE FOLLOWING LISTED CONSTRUCTION TRADES IN THE WORK UNDER THE
CONTRACT

AND

2. WILL COMPLY WITH THE MINORITY MANPOWER RATIO AND SPECIFIC AFFIRMATIVE ACTION
STEPS CONTAINED HEREIN; AND
3. WILL OBTAIN FROM EACH OF ITS SUBCONTRACTORS AND SUBMIT TO THE CONTRACTING OR
ADMINISTERING AGENCY PRIOR TO THE AWARD OF ANY SUBCONTRACT UNDER THIS CONTRACT
THE SUBCONTRACTOR CERTIFICATION REQUIRED BY THESE BID CONDITIONS.

(SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF CONTRACTOR)

**(NOTE: IF THE BID PROPOSAL IS \$50,000.00 OR MORE, THIS PAGE MUST BE
COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.)**

Name of Project _____

B. SUBCONTRACTOR'S CERTIFICATION

PRIOR TO THE AWARD OF ANY SUBCONTRACT, REGARDLESS OF TIER, THE PROSPECTIVE SUBCONTRACTOR MUST EXECUTE AND SUBMIT TO THE PRIME CONTRACTOR THE FOLLOWING CERTIFICATION, WHICH WILL BE DEEMED A PART OF THE RESULTING SUBCONTRACT:

SUBCONTRACTOR'S CERTIFICATION

_____ CERTIFIES THAT:

1. IT INTENDS TO USE THE FOLLOWING LISTED CONSTRUCTION TRADES IN THE WORK UNDER THE SUBCONTRACT;

AND
2. WILL COMPLY WITH THE MINORITY MANPOWER RATIO AND SPECIFIC AFFIRMATIVE ACTION STEPS CONTAINED HEREIN; AND
3. WILL OBTAIN FROM EACH OF THE SUBCONTRACTORS PRIOR TO THE AWARD OF ANY SUBCONTRACT UNDER THIS SUBCONTRACT THE SUBCONTRACTOR CERTIFICATION REQUIRED BY THESE BID CONDITIONS.

(SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF SUBCONTRACTOR)

IN ORDER TO ENSURE THAT THE SAID SUBCONTRACTOR'S CERTIFICATION

BECOMES A PART OF ALL SUBCONTRACTS UNDER THE PRIME CONTRACT, NO SUBCONTRACT SHALL BE EXECUTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE TOWN AGENCY (OR AGENCIES) ADMINISTERING THIS PROJECT HAS DETERMINED, IN WRITING, THAT THE SAID CERTIFICATION HAS BEEN INCORPORATED IN SUCH SUBCONTRACT, REGARDLESS OF TIER. ANY SUBCONTRACT EXECUTED WITHOUT SUCH WRITTEN APPROVAL SHALL BE VOID.

MINORITY BUSINESS PARTICIPATION

LETTER OF INTENT

(NOTE: IF THE BID PROPOSAL IS \$50,000.00 OR MORE, THIS PAGE MUST BE
COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.)

THE UNDERSIGNED INTENDS TO PERFORM WORK IN CONNECTION WITH THE ABOVE PROJECT AS (CHECK ONE):

- () AN INDIVIDUAL
() A PARTNERSHIP
() A CORPORATION
() A JOINT VENTURE

THE MINORITY STATUS OF THE UNDERSIGNED IS (A) CERTIFIED BY THE STATE OFFICE OF MINORITY BUSINESS ASSISTANCE OR (B) HAS APPLIED FOR CERTIFICATION ON THE ATTACHED MINORITY BUSINESS CERTIFICATION APPLICATION.

THE UNDERSIGNED IS PREPARED TO PERFORM THE FOLLOWING DESCRIBED WORK IN CONNECTION WITH THE ABOVE PROJECT. (SPECIFY IN DETAIL PARTICULAR WORK ITEMS OR PARTS THEREOF TO BE PERFORMED).

AT THE FOLLOWING PRICE:

THE ABOVE WORK WILL NOT BE SUBCONTRACTED TO A NON-MINORITY BUSINESS. THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH YOU FOR THE ABOVE WORK CONDITIONED UPON YOUR EXECUTION OF A CONTRACT FOR THE ABOVE PROJECT.

DATE:

NAME OF MINORITY BUSINESS

BY:

**(NOTE: IF THE BID PROPOSAL IS \$50,000.00 OR MORE, THIS PAGE MUST BE
COMPLETED AND SUBMITTED WITH THE BID PROPOSAL)**

SCHEDULE FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES

NAME OF MINORITY BUSINESS ENTERPRISE	TOTAL PRICE
---	----------------

TOTAL AMOUNT TO BE PAID

TO MINORITY BUSINESS ENTERPRISES: \$ _____

TOTAL CONTRACT BID AMOUNT: \$ _____

PERCENT OF TOTAL BID PRICE WHICH IS TO BE

PAID TO MINORITY ENTERPRISES FOR WORK

PERFORMED UNDER THIS CONTRACT: \$ _____

END OF SECTION

SECTION 00310

CERTIFICATE OF NON-COLLUSION

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

CONTRACTOR:

Name: _____

Address: _____

City, State, Zip: _____

Signature _____

Printed Name _____ Title _____

Date _____

END OF SECTION

SECTION 00320

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

CONTRACTOR:

Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Printed Name: _____ Title _____

Date: _____

Tax ID Number: _____

END OF SECTION

TAX COMPLIANCE CERTIFICATION

AGREEMENT

81 SURFSIDE ROAD SEAWALL REPAIR PROJECT

SCITUATE, MASSACHUSETTS

CONTRACT NO. 23-FS-39

Town of Scituate, a municipal corporation located in Plymouth County, Commonwealth of Massachusetts, acting by and through its Select Board, hereinafter referred to as the "Owner" and, hereinafter referred to _____ as _____ "Contractor", _____ for the consideration hereinafter stated, hereby agree as follows:

1. **PROJECT.** Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, equipment, materials, and tools to complete the project by **April 1, 2027**, in strict accordance with the Contract Documents pertaining thereto which Documents are incorporated herein and made a part of this Agreement as if herein fully set forth. Subject to all authorized modifications, and full completion of all construction activities must be achieved no later than **April 1, 2027**.
2. **CONTRACT AMOUNT.** Owner shall pay to Contractor, as full consideration for the faithful performance by Contractor of the aforementioned work, the amount of _____ Dollars (\$_____) computed in accordance with Contractor's accepted Proposal dated _____, which accepted Proposal is incorporated herein by reference thereto as if herein fully set forth.
3. **SUPERVISION.** Contractor shall have complete responsibility for the work. All of the work to be done shall be done under the direction and supervision of, and to the approval of, Owner or its authorized representative, and the work shall be done in the best workmanlike manner, conforming strictly to the provisions of the specifications and plans made thereof.
4. **COMPLIANCE WITH LAWS.** (a) Contractor shall comply with all applicable provisions of the Massachusetts General Laws inclusionary of any and all Labor and Labor Relations Statutes.

Before the Agreement between Owner and Contractor is entered into, Contractor shall submit written evidence that it and any subcontractors have obtained for the period of the Contract full Workers' Compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. The Contractor in signing this Agreement certifies to Owner as true the following statement:

I am aware of the provisions of Massachusetts General Laws, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

5. **MINIMUM WAGE RATES.** A schedule on Minimum Wage Rates has been established for this project in accordance with Chapter 149, Section 27 of the General Laws as determined by the Commission of Labor and Industries and is attached herein.
6. **PERFORMANCE STANDARDS.** The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits from all applicable municipal, state and federal governmental bodies. "Completion" of the Work includes obtaining all certificates, or amendments of existing certificates, as the case may be, which relate to the performance of the Work. Unless otherwise specified in this Agreement, the Work must be performed in a good and workmanlike manner and in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades, and levels before commencement of performance and whenever necessary during the progress thereof.
7. **PAYMENTS.** Owner shall pay the Contractor for complete and accepted performance of the Work, subject to additions and deductions by Change Orders. The Contractor agrees to provide with each payment application (invoice), lien waivers sufficient to discharge any liability from the Owner to Contractor. Partial payments shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). No partial payments will be made for contracts having a time limit of twenty (20) days or less, unless completion has been significantly delayed by causes which are clearly not the fault of the Contractor. When partial payments are to be made, the Contractor shall submit to the Owner, on Owner' forms, an estimate of the total amount of work accomplished, which will show the computed amount due less a retention which shall be 5% of the value of the work accomplished. No partial payments will be made for materials stored on the job but not yet installed, unless otherwise provided in the Contract Documents. Each request for payment application must be approved by the Project Engineer and will not be considered as submitted until the Owner, Contractor and Project Engineer agree to unit quantities covered by the payment application. Once Owner has received the approved request for payment application, Owner shall process the Contractor's invoice and pay Contractor any undisputed amount within thirty (30) calendar days from the date of receipt of a complete application for payment from Contractor.
8. **JOB SITE.** The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The Contractor at all times shall keep the job site free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, it shall remove all its waste materials and rubbish from and about the job site as well as its tools, construction equipment, machinery and surplus materials. The Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, the safety of persons and property and their protection from damage, injury, or loss. Contractor shall provide repair response within twenty-four (24) hours of request by Owner during the course of performance of the Work under this Agreement for any repair work that has been poorly constructed and or performed or any work that results in either consequential or actual damage to any property associated with the Contractor's operations.

9. STORAGE OF MATERIALS. Materials and equipment shall be stored in a neat and orderly manner at the contractor's staging area, taking all necessary precautions to prevent fire hazards and spontaneous combustion and to conform to the requirements of all applicable regulatory agencies and insurance policies.
10. EQUIPMENT AND MATERIALS. Contractor shall furnish all labor, tools, scaffolding, ladders, equipment, supplies and materials required in performing all Work under this Agreement. Owner assumes no liability or responsibility for the care, safety, or preservation of any tools, machinery, equipment, material or supplies and all risks thereof are assumed by Contractor.
11. SAFETY PROCEDURES. Contractor shall at all times take all necessary and customary precautions in introducing and maintaining safety measures to protect the persons and property of others on or adjacent to the Work site against all damage, loss, or injury resulting from the Work involved under this Agreement. Contractor shall comply with any site specific safety plans for the individual project properties. Protective arrangements will be taken in all instances to prevent Work operations from in any way damaging the premises or any personal property or any other work or operations, and from causing or allowing any pollution to leak, flow, or escape into any waterway or sewer. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Worksite suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall dispose of all hazardous materials used or produced in connection with this Agreement in the manner required by law.
12. PERMITS AND TAXES. Materials, equipment and supplies used for this project are exempt from taxation to the extent provided by M.G.L. Chapter 64H & Section 6(f). The exemption certificate number will be provided to the Contractor. The Contractor shall pay any and all additional taxes, including but not limited to federal and municipal taxes for which the Contractor may be liable in carrying out this Agreement.
13. LIQUIDATED DAMAGES. Subject to all authorized modifications, it is hereby agreed by the parties to the Agreement that in case all work called for under the Agreement is not finished or completed on or before the time set forth in this Agreement, damage will be sustained by Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in event of and by reason of such delay; Liquidated damages have been read, negotiated and agreed to by both parties as set forth in the project specifications. Time is of the essence in all respects on this Contract. Contractor shall accordingly prosecute all Work diligently, using such means and methods of construction as will assure full completion not later than the dates set forth, respectively, as such dates may for good cause (as set forth in the Construction Documents) be extended by the Owner. Nothing in this Article, however, grants the Contractor the privilege to use means or methods that do not accord with sound and accepted practices. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after **April 1, 2027**, that the work remains incomplete, in accordance with the terms of the Agreement. The amounts of liquidated damages shall be cumulative and may, at Owner' option, be deducted in whole or in part as a credit from any Contract Sum amounts then owed to Contractor or which may have been paid to the Contractor. If no amounts are then owed to Contractor, Contractor shall pay to Owner the amount of liquidated damages upon written demand. The liquidated damages shall cease once the Contractor has fully completed any work and/or breach as set forth hereunder and upon acceptance by the Owner.

14. ABANDONMENT; INCREASE. All Work shall be performed according to a mutually agreed upon schedule. The suspension of work by the Contractor for any reason (other than the sole fault of the Owner) which exceeds four hundred and eighty hours (480) hours shall be deemed abandonment of the project by the Contractor, and the Owner shall have available any and all remedies, including but not limited to surety participation pursuant to the terms of the Performance Bond.

It is further agreed that in case the work called for under this Agreement is not completed in all of its parts and requirements on or before the time set forth in this Agreement, Owner shall have the right to increase the number of calendar days or not, as may seem best to serve the interest of Owner; and if it is decided to increase the said number of calendar days, Owner shall further have the right to charge to Contractor, and deduct from the final payment for the work, all or any part, as Owner may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses of Owner which are directly chargeable to this Agreement, except that the cost of final surveys and the preparation of the final estimate shall not be included in such charges to be paid by Contractor.

15. GUARANTY. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the final completion of the work under this Agreement and acceptance thereof by Owner, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the Project Engineer, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from Owner, and without expense to Owner, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, Owner may perform the work necessary to effectuate such correction and recover the cost thereof from Contractor or his sureties.

Any and all other special guarantees which may be applicable to definite parts of the work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

As security for the faithful performance by the Contractor for maintenance for the period herein required, the Contractor shall, upon acceptance of the work performed under the Contract, in addition to the Performance and Material and Labor Bonds required, also provide the owner with a Maintenance Bond in the penal sum of ten percent (10%) of the contract price.

16. INDEMNIFICATION. Contractor hereby agrees to indemnify and save harmless Owner, its Board, officers, boards, commissions, agents and employees (collectively, "Indemnitees") of and from any and all claims, suits or actions of every name, kind and description which may be brought against Indemnitees, or any one of them, by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Contractor, its officers, agents or employees in the performance of any work required of Contractor by the Contract Documents.
17. INSURANCE. Contractor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, employer's liability, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Contractor's Work to be performed hereunder covering Owner' and Department's respective risks, as their interest may appear, in form subject to the approval of the Owner. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	Statutory minimum and endorsement for United States Longshoremen's & Harbor Workers Act, the Jones Act Coverages
Employer's Liability	\$1,000,000.00 per accident for bodily injury or disease.
Commercial General Liability	\$3,000,000.00 per occurrence for bodily injury, personal injury and property damage.
Excess Liability (Umbrella)	\$3,000,000.00 per occurrence for bodily injury, personal injury and property damage.

Automobile Liability	\$1,000,000.00 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder).
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Any deductibles or self-insured retentions must be declared to, and approved by Owner. At the option of Owner either Contractor's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to Owner, it's Board, commissions, boards, committees, officers, agents and employees, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Contractor shall furnish Owner with certificates of the insurance required hereunder and, with respect to evidence of commercial general liability automobile liability and fire insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Owner shall have received written notification of cancellation or reduction in coverage first class mail.
- (b) Providing that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);
- (c) Naming Owner, its Board, commissions, boards, committees, officers, employees and agents as additional insured's; and
- (d) Providing that Contractor's insurance shall be primary insurance relating to Contractor's work hereunder with respect to Owner, and further providing that any insurance or self-insurance maintained by Owner shall not be excess of Contractor's insurance and shall not be contributory with it.

18. FAITHFUL PERFORMANCE BOND. Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of bid amount, which bond shall be conditioned upon the faithful performance of all work required to be performed by Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. Acceptance of the bond by the Owner is subject to the review and approval of the bond by the Owner Counsel's office.

19. PAYMENT BOND. In addition to the faithful performance bond required herein, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of bid amount. Acceptance of the bond by the Owner is subject to the review and approval of the bond by the Owner Counsel's office.

20. **TIME DELAYS.** If the Contractor is delayed in the performance of the Work due to changes ordered in the Work by the Owner or, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, certified natural disasters, then the contract time may be extended by a Change Order for such reasonable time as both parties have mutually agreed upon. Winter weather conditions are not a reason for a delay in the performance of work. Contractor agrees, as a special inducement to the Owner, to make no claim for damages for delay in the performance of this Contract occasioned by the Owner's act, or omission to act, or anyone acting on the Owner's behalf; and Contractor agrees that any claim for delays by the Owner shall be fully compensated for by an extension of time to complete performance of the Contract Work.
21. **PAYMENT OF MATERIALS AND LABOR.** The Contractor shall make prompt payment of all claims for labor performed and materials furnished, used or consumed in the Work, including without limitation fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline and other motor oil, lubricating oil and greases, and the premiums for Worker's Compensation insurance. Contractor shall indemnify and hold Owner harmless for any and all losses or expenses from any and all mechanic's or material man's liens from being filed on any Owner's Property. Should any mechanic's liens or materials man's liens be filed, Contractor agrees to have any and all releases cleared and satisfied prior to any payments being released. The Owner shall, in its discretion notify Contractor and or Contractor's representative of any lien and require Contractor to release liens as a condition precedent to further monthly progress payments.
22. **FINAL PAYMENT.** Upon completion of all the Work included under the Contract, the Contractor shall submit its final invoice. The Owner will, at the expiration of thirty (30) days after delivery of the approved payment application and acceptance, pay, and hereby binds itself to pay the Contractor for accepted work, except such sum or sums of money as may have been already paid, and as may be lawfully retained under any of the provisions of the Agreement herein set forth. Prior to the final payment, Contractor will deliver to the Owner waivers of lien from all those who supplied labor, material, or services in completion of the Contract, together with satisfactory proof of full payment to such suppliers.
23. **PAYMENTS AND COMPLETION.** Any payment not made when duly due and owing to the Contractor shall bear interest at the rate of seven percent (7%) per annum from the date on which said amount is found to be due and payable until the date, which it is paid. Payments may be withheld on account of (1) Work defects not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to sub-Contractor's or for labor, materials or equipment, (4) damage of the Owner's property or neighboring property, or (5) failure to carry out the Work in accordance with this Agreement or any other breach of this Agreement.

24. CHANGE ORDERS. (a) Contractor understands that the Owner may modify or change the details of the Project so as to require the performance of extra Work. All change orders or modifications to the Agreement shall be in writing, signed by the Contractor and the Owner. If any changes are made, Contractor will perform the same but only after receiving a written order for such performance from the Owner, it being understood by Contractor that under no circumstances shall any extra Work be performed unless and until such written order is given to Contractor by the Owner. For any such extra Work performed, Contractor shall be compensated by the Owner at the unit prices set forth in the Contract Documents, or for unspecified items shall be negotiated by the Owner and Contractor in a commercially reasonable amount at the time the Change Order is signed. The Owner may at its election omit items from the Contract Work whenever the Owner deems it advisable to do so. And if the Owner shall notify Contractor of such omission, the omitted Work shall not be performed and there shall be deducted from the Contract price at the stated amounts set forth in the Contract Documents or for unspecified items, a commercially reasonable amount at the time the Change Order is signed to compensate for the omission. All change orders shall be in accordance with the Change Order Procedures stated in the General and Special Conditions.

If any dispute shall arise at any time on a claim by Contractor that an item of Work is not Contract Work but extra Work, Contractor shall nevertheless perform the same if directed to do so by the Owner. However, to preserve Contractor's right to claim extra compensation for the disputed Work, Contractor must, prior to the commencement of the disputed Work, notify the Owner in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra" as long as the Contractor so notifies the Owner prior to commencement of the "extra") the notice in that circumstance to be given no later than ten (10) days after the tender of payment by the Owner to Contractor of the reduced amount (failing such written protest, it shall be deemed that Contractor has acquiesced to the Owner's contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a non-disputed "extra" is correct, as the case may be). The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor's claim.

25. WARRANTIES AND CORRECTION OF WORK. Contractor warrants materials and workmanship to be in compliance with all applicable codes, ordinances and laws, constructed according to sound engineering and construction standards, in a workmanlike manner, and to be free from defects and liens at the time of installation and performance and as of the Completion Date. Contractor shall promptly perform such work and supply such materials necessary to correct, at its own expense, defects in materials and workmanship, and any Work failing to conform to the Agreement. In the event that Contractor fails to perform any Warranty Work within thirty (30) days of written notice by the Owner, or in the event that performance is not possible within such time period because of weather or other unavoidable delays and if the Contractor fails to provide a

written undertaking to the Owner to perform such Warranty Work within a specific time period after notice, then the Owner shall be entitled to contract for the repairs or replacement of the defective work with a third party and Contractor agrees to reimburse the Owner for the costs of such Warranty Work promptly upon demand, together with interest at the rate provided herein on any sums unpaid under the Agreement and all costs of collection, including reasonable attorney's fees, if such reimbursement is not made within thirty (30) days of written demand therefore by the Owner.

26. COOPERATION WITH CONSULTANT. Contractor understands and agrees that the Owner may hire a consultant as Construction Manager, and Project Consultant. Contractor agrees to fully cooperate with such manager or consultant or organization designated with regard to such oversight.
27. DEFAULT AND TERMINATION. The following shall be considered to be Events of Default under the Contract:
- a. Contractor's failure to complete all Work in accordance with the schedule provided for in the Agreement;
 - b. Contractor's failure to perform the Work described in the Agreement in accordance with the scope of services and specifications provided;
 - c. The dissolution, termination of existence, insolvency, or business failure of the Contractor;
 - d. The appointment of a receiver for any property belonging to Contractor;
 - e. Contractor's making of an assignment for the benefit of creditors, or the commencement of proceedings under a bankruptcy or insolvency law by or against the Contractor;
 - f. The failure of the Contractor to obtain or maintain any insurance coverage required under the contract; and
 - g. Contractor's failure to comply with any of the Agreement terms as set forth in the specifications plans and permits required.

If an Event of Default is not corrected or remedied within five (5) working days of written notice of such default, then the Owner shall be entitled to terminate this Agreement without further notice. In such event, the Owner shall be entitled to contract for the completion of the Work to be performed under the Agreement by a third party and Contractor shall be responsible for all extra costs and damages incurred by the Owner.

28. NOTICES. Notices to be given under this Agreement shall be in writing and may be personally delivered or sent by United States mail, first class postage prepaid, addressed to the respective party at the address set forth above, or to such other addresses that the parties shall designate in writing from time to time. Notices shall be deemed given when personally delivered or three (3) business days after mailing.
29. CAPTIONS. Any captions to or headings of the sections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this

Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

30. INCONSISTENCIES. To the extent that any term or provision of the Contractor's Proposal is inconsistent with any term or provision contained in this document, the terms and provisions contained in this document shall supersede and control this Agreement. To the extent that any term or provision in this agreement is found to be void or unenforceable, nevertheless any and all remaining terms shall remain in full force.
31. DEFINITIONS. Terms and phrases, which are defined in any part of this Agreement, shall have the defined meanings wherever used throughout this Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely the article, section, sub-section, paragraph or sub-paragraph in which they are used.
32. STATE LAW. This Agreement and its application shall be governed by the laws of the Commonwealth of Massachusetts.
33. ENTIRE AGREEMENT; INTEGRATION. This Agreement supersedes any and all other Agreements, either oral or in writing, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party or anyone acting on behalf of any party to this Agreement, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Failure of any party hereto at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. This Agreement may be executed in any number of counterparts by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to an original and all of which counterparts of this Agreement, taken together, shall constitute but one and the same instrument. Neither Contractor nor Owner shall assign, sublet or transfer any rights under or interest of this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Contractor and Owner each is hereby bound, and the partners, successors, approved assigns, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, approved assigns, executors, administrators, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

The documents listed below are part of the Contract Documents and are incorporated by this reference as if fully set forth herein. Contractor shall pay particular attention to any and all mitigation measures set forth in the permit documents and shall comply with same.

- A. Notice to Bidders – Invitation to Bid
- B. Information for Bidders
- C. Bid Form
- D. Certificate of Non-Collusion
- E. Tax Compliance Certificate
- F. Agreement
- G. Performance Bond
- H. Payment Bond
- I. Supplemental Conditions
- J. Excerpts from Applicable State Law
- K. General Requirements
- L. Mobilization and Demobilization
- M. Demolition and Removal
- N. Revetment Stone Construction
- O. Steel Sheeting
- P. Marine Concrete
- Q. Concrete Repair and Construction
- R. Miscellaneous Metals
- S. Coatings
- T. Attachments:
 - 1. Massachusetts Wage Rates (with Statement of Compliance)
 - 2. Regulatory Permit Documents
 - 3. Project Drawings
 - 4. Historic Boring Logs
 - 5. Property Easement

34. UNDISPUTED PAYMENTS. The acceptance by Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to Owner, and their duly authorized agents, from all claim of and/or liability to Contractor arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be, specifically excluded by Contractor from the operation of the release.

35. **SUBSTITUTION OF SECURITIES.** The Contractor may substitute securities for the amounts retained by the Owner to ensure performance of the Contract in a form acceptable to the Owner(s).
36. **STATEMENT UNDER PENALTY OF PERJURY.** The representations made herein, including the bidder's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any proposal not containing said licensing information, or containing any information, which is subsequently proven false, shall be considered non-responsive, and shall be rejected by Owner.
37. **UNENFORCEABILITY.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
38. **FINAL PAYMENT SUBJECT TO ACCEPTANCE.** Final Payment is subject to acceptance of the Project by Owner.
39. **FORCE MAJEURE.** Either party's performance under this agreement is subject to acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal or commercially impracticable for one or both parties to perform its obligations under this agreement, in whole or in part. Either party may terminate this agreement without liability for any one or more of such reasons upon written notice to the other party within ten (10) days of such occurrence or receipt of notice of any of the above occurrences.
40. **AUTHORIZATION.** Each party by signing below hereby warrants that they are fully and duly authorized to enter into this agreement, do so freely and have read and understand the conditions and terms set forth herein along with any and all other documents forming the Contract Documents.

IN WITNESS WHEREOF, the respective parties hereto have hereinto set their hands and seals
the day _____ of _____, 20__.

TOWN OF SCITUATE

Select Board

ATTEST:

Address for giving notices:

BY: _____
(Chairman)

THE CONTRACTOR

ATTEST:

If Contractor is a corporation, affix seal here

BY: _____
(Name)

(_____) Title

Address for giving notices:

Note: If contractor is a corporation, an affidavit giving the Principal the right to sign the agreement must accompany the Executed agreement.

INDIVIDUAL CERTIFICATE

FOR AGREEMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20 _____

BEFORE ME PERSONALLY APPEARED

KNOWN TO ME AND KNOWN BY ME TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT, WHO,
BEING BY ME FIRST DULY SWORN DID DEPOSE AND SAY THAT HE/SHE IS THE OWNER OF THE FIRM OF:

AND THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID FIRM FOR THE USES
AND PURPOSES STATED HEREIN AND THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE COUNTY OF

_____, STATE OF

MY COMMISSION EXPIRES:

(DATE)

NOTARY PUBLIC

(SEAL)

PARTNERSHIP CERTIFICATE

FOR AGREEMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20 _____

BEFORE ME PERSONALLY APPEARED

KNOWN TO ME AND KNOWN BY ME TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT, WHO,
BEING BY ME FIRST DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE IS A GENERAL PARTNER IN THE
FIRM OF:

THAT SAID FIRM CONSISTS OF HIMSELF/HERSELF AND

AND THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID FIRM FOR THE USES
AND PURPOSES STATED HEREIN, AND THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SUCH
INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE COUNTY OF

_____, STATE OF

OF _____

MY COMMISSION EXPIRES:

(DATE)

NOTARY PUBLIC

(SEAL)

CERTIFICATE OF ACKNOWLEDGEMENT OF CONTRACTOR

IF A CORPORATION

FOR AGREEMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____

BEFORE ME PERSONALLY APPEARED

KNOWN TO ME AND KNOWN BY ME TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT,
WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY AS FOLLOWS:

THAT HE/SHE RESIDES AT _____

(ADDRESS)

AND IS THE _____

(TITLE)

OF (CORPORATION NAME)

THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT, THAT
HE/SHE KNOWS THE CORPORATE SEAL OF SAID CORPORATION; THAT THE SEAL AFFIXED TO THE
FOREGOING INSTRUMENT IS SUCH CORPORATE SEAL AND IT WAS SO AFFIXED BY ORDER OF THE
BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT BY THE LIKE ORDER HE/SHE SIGNED
THERETO HIS/HER NAME AND OFFICIAL DESIGNATION.

NOTARY PUBLIC IN AND FOR THE COUNTY OF

, STATE OF

MY COMMISSION
EXPIRES:
(DATE)

OF _____

NOTARY PUBLIC
(SEAL)

CERTIFICATE OF VOTE

(CORPORATIONS ONLY)

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF
HELD ON

(NAME OF CORPORATION)

(DATE)

IT WAS VOTED, THAT

(NAME)

(OFFICER)

OF THIS [COMPANY. BE](#) AND HEREBY IS AUTHORIZED TO EXECUTE CONTRACTS AND BONDS IN THE NAME AND ON BEHALF OF SAID COMPANY, AND AFFIX ITS CORPORATE SEAL HERETO; AND SUCH EXECUTION OF ANY CONTRACT OR OBLIGATION IN THIS COMPANY'S NAME ON ITS BEHALF BY SUCH OFFICER UNDER SEAL OF THE COMPANY, SHALL BE VALID AND BINDING UPON THIS COMPANY.

I HEREBY CERTIFY THAT I AM THE CLERK OF THE ABOVE NAMED CORPORATION AND THAT _____ IS THE DULY ELECTED OFFICER AS ABOVE OF SAID COMPANY, AND THAT THE ABOVE VOTE HAS NOT BEEN AMENDED OR RESCINDED AND REMAINS IN FULL FORCE AND EFFECT AS OF THE DATE OF THIS CONTRACT.

(DATE)

(CLERK)

CORPORATE
SEAL

CERTIFICATE OF TAX COMPLIANCE

PURSUANT TO CHAPTER 62C OF THE MASSACHUSETTS GENERAL LAWS,

SECTION 49 A (B), I _____,

AUTHORIZE SIGNATORY FOR _____ DO HEREBY

CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT SAID CONTRACTOR HAS COMPLIED

WITH ALL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS RELATING TO TAXES.

CONTRACTOR

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(TITLE)

DATE:

CONTRACTOR'S GUARANTEE

WHEREAS

OF _____

HEREIN CALLED "THE CONTRACTOR" HAS COMPLETED CONSTRUCTION ON THE FOLLOWING PROJECT:

OWNER

ADDRESS OF OWNER _____

TITLE OF PROJECT: _____

LOCATION: _____

DATE OF COMPLETION: _____

DATE GUARANTEE EXPIRES: _____

WHEREAS, AT THE INCEPTION OF SUCH WORK THE CONTRACTOR AGREED TO GUARANTEE THE CONSTRUCTION AGAINST FAULTY MATERIALS OR WORKMANSHIP FOR A LIMITED PERIOD AND SUBJECT TO THE CONDITIONS SET FORTH:

NOW, THEREFORE, THE CONTRACTOR HEREBY GUARANTEED, SUBJECT TO THE CONDITIONS HEREIN SET FORTH, THAT DURING A PERIOD OF (1) YEAR FROM THE DATE OF COMPLETION OF SAID CONSTRUCTION, IT WILL, AT ITS OWN COST AND EXPENSE, FOLLOWING RECEIPT OF WRITTEN NOTICE, MAKE OR CAUSE TO BE MADE SUCH REPAIRS TO SAID CONSTRUCTION RESULTING SOLELY FROM FAULTY CONSTRUCTION OR DEFECTS IN MATERIALS OR WORKMANSHIP APPLIED BY OR THROUGH THE CONTRACTOR AS MAY BE NECESSARY TO MAINTAIN THE CONSTRUCTION IN DEFECT-FREE CONDITION.

THIS GUARANTEE IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

- 1.) SPECIFICALLY EXCLUDED FROM THIS GUARANTEE IS ANY AND ALL DAMAGE CAUSED BY THE FOLLOWING: ACTS OF GOD; DEFECTS OR FAILURE OF MATERIALS NOT INSTALLED BY THE CONTRACTOR; FAULTY CONSTRUCTION OTHER THAN THAT INSTALLED BY OR FOR THE CONTRACTOR; OR FIRE. IF THE CONSTRUCTION IS DAMAGED BY REASON OF ANY OF THE FOREGOING, THIS GUARANTEE SHALL THEREUPON BECOME NULL AND VOID FOR THE BALANCE OF THE GUARANTEE PERIOD UNLESS SUCH DAMAGE IS REPAIRED BY THE CONTRACTOR AT THE EXPENSE OF THE PARTY REQUESTING SUCH REPAIRS.

- 2.) THIS GUARANTEE SHALL NOT BE OR BECOME EFFECTIVE UNLESS AND UNTIL THE CONTRACTOR HAS BEEN PAID IN FULL FOR ALL HIS WORK.
- 3.) THE UNDERSIGNED AGREES TO BEAR THE EXPENSE OF EXAMINATION AND REPAIR OF ANY CONSTRUCTION DEFECTS DUE TO IMPROPER APPLICATION AS SPECIFIED ABOVE, AND THE OWNER IS TO BEAR EXPENSE IF RESULTING FROM OTHER CAUSE OR CAUSES. IN SUCH LATTER EVENT, THE OWNER AGREES TO MAKE PAYMENT OF APPROPRIATE CHARGE WITHIN THIRTY (30) DAYS AFTER BILLING, FAILING WHICH, THIS GUARANTEE SHALL BE NULL AND VOID.
- 4.) THIS GUARANTEE RUNS IN FAVOR OF OWNER ONLY AND IS NOT TRANSFERABLE.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN DULY EXECUTED THIS
_____ DAY OF _____, 20

NAME OF
GENERAL

CONTRACTOR

AUTHORIZED NAME AND TITLE

SIGNATURE

TOWN ACCOUNTANT'S CERTIFICATION STATEMENT

AS REQUIRED BY CHAPTER 693 OF THE ACTS OF 1964 (M.G.L. CHAPTER 44 SECTION 31C), THIS IS TO CERTIFY THAT THE TOWN OF SCITUATE, MASSACHUSETTS HAS AN APPROPRIATION WHICH IS ADEQUATE TO COVER THE COST OF THIS CONTRACT AND THAT THE BOARD OF SELECTMEN HAS BEEN AUTHORIZED TO EXECUTE THE CONTRACT AND APPROVE ALL REQUISITIONS AND CHANGE ORDERS.

I DO CERTIFY THAT ON THIS DATE _____ THE SUM
OF \$ _____ HAS BEEN ENCUMBERED TO BE CHARGED
AGAINST _____ APPROPRIATION ACCOUNT.

TOWN ACCOUNTANT

CONTRACT DOCUMENTS
APPROVED AS TO FORM:

TOWN COUNSEL

**CONTRACTOR'S AFFIDAVIT OF PAYMENT
OF DEBTS AND CLAIMS**

TO: **Town of Scituate**
600 Chief Justice Cushing Highway
Scituate, MA 02066

ARCH./ENGR. PROJECT:

CONTRACT NO.:

CONTRACT DATE:

PROJECT:

State of: Massachusetts

County of: Plymouth

The undersigned hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known Indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner of his property might in any way be held responsible.

Exceptions: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR:

ADDRESS:

BY:

Subscribed and sworn to me before me this

_____ day of _____,

Notary Public:

My Commission Expires:

**CONTRACTOR'S AFFIDAVIT
OF RELEASE OF LIENS**

TO: **Town of Scituate**
600 Chief Justice Cushing Highway
Scituate, MA 02066

ARCH./ENGR. PROJECT:

CONTRACT NO.:

CONTRACT DATE:

PROJECT:

State of: Massachusetts

County of: Plymouth

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACH:

CONTRACTOR:

1) Contractor's Release or Waiver
of Liens, conditional upon receipt
of final payment.

ADDRESS:

2) Separate Releases or Waivers of
Liens from Subcontractors and
Material and equipment suppliers,
to the extent required by the Owner,
this accompanied by a list thereof.

BY:

Subscribed and sworn to me before me

_____ day of _____,

Notary Public:

My Commission Expires:

SURETY COMPANY TO FINAL PAYMENT PROJECT:

(Name, Address)

TO: **Town of Scituate**
600 Chief Justice Cushing Highway
Scituate, MA 02066

ARCH./ENGR. PROJECT:

CONTRACT NO.:

CONTRACT DATE:

CONTRACTOR:

.....
In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the

(Insert name and address of Surety Company)

SURETY COMPANY,

on bond of

(Insert name and address of Contractor)

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

Town of Scituate
600 Chief Justice Cushing Highway
Scituate, MA 02066

OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _____ day of

Surety Company

Signature of Authorized Representative

Attest:

(Seal): _____

Title

SECTION 00610
PERFORMANCE BOND

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

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

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

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

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

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

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

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

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

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

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

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

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

ATTEST:

_____		_____
		Principal
_____	By	_____
(Principal Secretary)		_____

		(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

(Address-Zip Code)

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

END OF SECTION

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or
Individual)

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

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

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
contract with the Owner, dated the _____ day of _____, 20____, for the
construction described as follows:

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

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

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

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

ATTEST:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____ (Address-Zip Code)
_____ (SEAL)		
Witness as to Surety		

(Address-Zip Code)		

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

END OF SECTION

SECTION 00800
SUPPLEMENTAL CONDITIONS

1.01 Reference to Contract GENERAL CONDITIONS

Attention is directed to the General Conditions (including the Contract Bid Forms) of which these Specifications are hereby made a part.

1.02 Project Site

The Project site is located at 81 Surfside Road in Scituate, MA.

1.03 Scope of Work

The work is as described in Specification Section 01000 – General Requirements, Section 1.02 – Description.

1.04 Work Described By

The work of this Contract is described within the following contract documents:

- A. The Notice to Bidders, Standard General Conditions, Supplemental Conditions, and Contract including Performance and Payment Bonds.
- B. The Technical Specifications: refer to the "Table of Contents".
- C. The Drawings.
- D. Addenda issued during the bidding period which are hereby made a part of these Specifications.

1.05 Pre-Bidding Conference

- A. A pre-bidding conference for prospective bidders will be held **Thursday, September 3, 2026, at 10:00 a.m.** at the project site.
- B. At the conference the project will be discussed in general. It is desirable that all prospective bidders attend. The Contract, Specifications, Drawings and any other aspects of this project will be explained in response to questions by those attending. For interpretations of questions requiring legal, administrative, or engineering decisions, prospective bidders shall comply with paragraph 1.07.

1.06 Inspection of Site

- A. Prior to the submission of bids, each bidder shall make a thorough examination of each and every location where work is to be performed. Failure to visit the site will in no way relieve the

successful bidder from his responsibility to complete all work in accordance with the Drawings and Specifications and without additional cost to the Town.

- B. The Contractor must satisfy himself, by his own investigation and research, regarding conditions affecting the work to be done, the equipment, labor and materials needed, and make his bid in sole reliance thereon.

1.07 Question During Bidding Period

- A. All questions by prospective bidders, during the bidding process, as to the interpretation of the Notice to Bidders, Form of Proposal, Form of Contract, Plans, Specifications or Form of Performance Bond and Labor and material or Payment Bond must be submitted in writing to GZA and must be in its possession by the close of business on **September 9, 2026, at 3:00pm**. Said GZA will then email to bidders who have taken out plans at the address given by them, interpretations of all questions so raised which in its opinion require interpretations. Verbal interpretations given to perspective bidders will have no standing.

- B. Written inquiries shall be submitted by mail or email and addressed to:

Mr. David Smith,
Senior Project Manager
GZA GeoEnvironmental, Inc.
144 Elm Street
Amesbury, Massachusetts, 01913
(tel. 781-278-4806)
David.smith@gza.com

1.08 Drawings

- A. Bidding Drawings

- 1. Proposal shall be based upon the bidding Drawings listed and included with the Specifications as issued to all bidders, which drawings may be modified by addenda issued by GZA on behalf of the Town during the bidding period, and later will, as modified by the addenda, become the Contract Drawings.
- 2. Wherever existing conditions or construction not required as part of the work of the Contract are shown on the Drawings, they are so shown as a source of information to the Bidder. The Town, believing such information to be substantially correct, assumes no responsibility thereof.

- B. Construction Drawings

- 1. The Drawings are made to scale, and unless otherwise noted, all working dimensions shall be taken from the written figured dimensions or by actual measurements made at the job, but in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in his work, which might have been avoided thereby. Whether or not an error is

believed to exist, deviations from the Drawings and the dimensions given thereon shall be made only after all measurements of existing established conditions notwithstanding the figured dimensions on the Drawings have been determined. When figured dimensions are not in agreement with the Contractor's measurements, they shall immediately notify the Town.

2. If the Contractor during the Progress of the work discovers any discrepancies between the Drawings and the Specifications, error or omissions on the Drawings or any discrepancies between the physical condition of the work and the Drawings, they shall immediately notify the Town, who shall promptly adjust the same.
3. Any work performed after the discovery of discrepancies without approval of the Town shall be at the Contractor's risk and expense.
4. The Contractor shall have made himself familiar with all conditions affecting the nature and manner of performing the work and shall not be entitled to any extra compensation for any work or expense arising from or caused by his neglect to have verified all existing conditions and requirements.
5. Where equipment and lines of piping are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of embedded piping and conduit included in the work of this Contract. They shall coordinate the work of any Subcontractor and prevent all interferences between the equipment, lines of piping or structural and architectural features, and avoid any unsightly arrangements in exposed work.

C. Record Drawings

The Contractor shall keep at the site a record set of prints on which he shall clearly and accurately record all approved changes and/or additions to the contract work made to meet field conditions. The set of Drawings shall be used for this purpose only and shall be delivered to the Town in good condition at the completion of the work before the final payment shall be due and payable, as an accurate record of the work as actually executed.

1.10 Equality of Products

A. The words "or equal" are understood:

1. To follow:
 - a. The name of any maker or vendor.
 - b. Any trade name, plant or catalog number.
 - c. Any detail description which is used on the Drawings or in the Specifications to define the material, article, assembly, or system required.
2. To mean any material, article assembly, or system which, in the opinion of the Town, is at least equal in quality, appearance, strength and design to the material, article, assembly, named or described and will perform at least equally to the functions imposed by the

general design, but the words "or equal" shall not be construed to permit substantial departure from the detailed requirements of the Drawings and Specifications for any material, article, assembly or system or of any component part thereof. The burden of proving equal quality shall be on the Contractor.

1.11 Substitutions

- A. All substitutions of products, equipment, materials, and methods described in these Specifications shall be made in consolidated requests for the trades required to complete the work. Requests for substitution will not be considered until the consolidated request has been submitted. Requests for substitution will not be considered until the consolidated request has been submitted. Regardless of whether the phrase "or equal" or similar notation appears in the Specifications or on the Drawings, no substitutions will be allowed except upon written request from the Contractor and written approval from the Town.
- B. Requests shall include, for each submission, the following:
 - 1. A complete description of the proposed alternate material including sufficient technical data to enable the Town to quickly arrive at a decision as to the suitability of the substitution.
 - 2. The reason for substitution.
 - 3. A comparison of the price of the substitution with the price of the item specified.
 - 4. A comparison of the delivery time required for the item specified.
 - 5. Samples if requested by the Town.
- C. No request for substitution will be considered after approval of the consolidated request except by written emergency request made because of non-availability of the specified material, delay of delivery, or to adjust to unforeseen field conditions. This written emergency request for substitution shall be accompanied with a photocopy of a letter from the supplier or manufacturer stating that he is unable to furnish the specified materials and the reasons that he is unable to furnish the materials.
- D. The emergency request shall be made to the Town at the job site and shall be made as soon as the difficulty is known so that the Town shall have sufficient time to appraise the substitution. If the Contractor's proposed substitution in the emergency request is declined, the Town shall have the privilege of specifying a different substitution, which has a price that does not markedly exceed the price of the item in these Specifications.
- E. The Contractor shall have provided in their proposal for furnishing the specified items named or described in these Specifications or on the Drawings and, if substitutions are declined by the Town, shall be prepared to provide the specified items at the proper time necessary to complete the contract work as scheduled. Submittal of the bid by the Contractor shall be representation that the proposal price included the specified items and that he is able to supply the specified items.

- F. The Contractor shall not be entitled to additional compensation for cost of extra work resulting from any substitutions requested by them. If the cost of the material substituted is less than the cost of the material specified, such savings in cost shall be credited to the Town and deducted from the contract price.

1.12 Control of Materials

A. Source of Supply and Quality

1. Where no inspection of materials is arranged for by the Town and before such materials are incorporated into the work, the Contractor will be required to submit to the Town for approval, three copies of the Manufacturer's or Supplier's statement for each kind of material furnished, which shall contain the following information:
 - a. Project to which the material is supplied.
 - b. Name of the Contractor to which the material is supplied.
 - c. Kind of material supplied.
 - d. Quantity of material represented by the certificate.
 - e. Means of identifying the consignment, such as label, marking, seal number, etc.
 - f. Date and method of shipment
 - g. Statement to the effect that the material has been tested and found in conformance with the pertinent parts of the Contract.
 - h. Results of all required tests, or in lieu of furnishing the results, a statement with the results of all required tests pertinent to the certificate, but not submitted, shall be maintained available by the undersigned for a period of not less than three years from the date of final acceptance of the final payment by the Town.
 - i. Signature of a person having legal authority to bind the supplier.

B. Samples and Tests

1. The inspection and sampling of materials will be carried out, ordinarily, at the site of the contract work. The Town will not assume any obligation for the inspection and sampling of materials at source. The responsibility of incorporating satisfactory material in the work rests entirely with the Contractor, notwithstanding any prior inspection or test. Mix designs for concrete shall be submitted, no less than 14 days in advance of proposed use of these materials, for approval by the Town or its agent.

2. Tests of materials will be made by the Contractor, at the expense of the Contractor and under the direction of the Town. The Contractor or his suppliers shall furnish facilities as the Town may require for collecting and forwarding samples and shall not make use of, nor incorporate into the work, any material represented by samples until the required tests have been made and the material accepted, unless otherwise directed. The Contractor in all cases shall furnish the required samples without charge. In the event of failure of materials to meet Specifications, any retesting of new materials or of the same materials after reworking, shall be paid for by the Contractor.
3. However, such preliminary approval by the Town does not relieve the Contractor of the responsibility for placing satisfactory material in the work as determined by subsequent samples taken at the source or on the project prior to the material being incorporated into the work and if the project samples test satisfactorily, the material will be considered to meet the contract requirements as to quality. If such sampling and testing reveal that the material is unsatisfactory, it will then be the responsibility of the Contractor to remove it from the work or blend it with such other material so that unacceptable material will be produced. The removal and blending of such material shall be done by the Contractor without additional compensation.

C. Delivery and Storage of Materials

1. Materials shall be stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.
2. Private property shall not be used for storage without written permission of the owner or lessee, and if requested by the Town copies of such written permission shall be furnished by him.
3. All storage shall be restored to their original condition by the Contractor at his expense.
4. Materials and equipment shall be progressively delivered to the site so that there will be neither delay in the progress of work nor in accumulation of material that is not used within a reasonable time.
5. The Town will pay up to 75 percent of the costs of stored materials upon receipt of a paid invoice accompanied by an insurance certificate approved by the Town and copies of bills of lading or other similar shipping documentation evidencing that the materials have actually been received by the Contractor. All materials covered by partial payments shall become the sole property of the Town, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials for which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Town to require the fulfillment of all terms of the contract.

D. Scheduling of Designated Sources of Materials

1. The Contractor shall designate the proposed sources of all material in time to permit all required testing and inspection before the material is needed to be incorporated into the work. The Contractor shall have no claims because of his failure to designate the proposed source of the material in time for adequate testing and inspection.
2. Necessary arrangements shall be made to permit the Town to make factory, shop or other inspection of materials, or equipment ordered for the work during process of manufacturing or fabrication or in storage elsewhere than the site of the work.

1.13 Disposal of Materials

No Disposal Area: Where no disposal area is shown on the Drawings the Contractor shall remove all materials off the Town's property/job site to a location approved by the Town. Documentation certifying proper disposal shall be submitted to the Town.

1.14 Vehicle Weight Limits

- A. The Contractor's attention is directed to Chapter 90, Section 19A of the General Laws, as amended, concerning the weight limits for construction type motor vehicles.
- B. No materials supplied for the project shall be accepted in vehicles whose gross weight exceed the legal load limits as determined by the regulatory agencies of the Commonwealth and Federal Government.

1.15 Construction Progress Schedule

- A. The Contractor shall submit to the Town, his information, and a schedule of his proposed operations, within seven (7) calendar days of receipt of the Notice to Proceed.
- B. The Town will schedule and administer a preconstruction meeting, periodic progress meetings and specially called meetings throughout the progress of the work. The Contractor shall attend said meetings to ascertain that all work is expedited consistent with the contract documents and construction schedules. The time and location of such meetings will be designated by the Town. The Contractor must attend the preconstruction meetings and all periodic progress and specially called meetings throughout the progress of the work. Representatives of the Contractor, Subcontractors and major suppliers attending said meeting shall be qualified and authorized to act on behalf of the entity each represents.
- C. During the progress of the work, the Contractor may be required at certain times, to submit to the Town, weekly, or bi-weekly schedules, showing the anticipated activity during that time frame, in the event that project completion time constraints are not being accomplished as determined by the Town. The Contractor shall continuously update the schedules in a manner to bring the project within anticipated time frames. The procedure and extent of the schedules will be determined by the Town.
- D. Whenever, in the opinion of the Town, the work is not proceeding in accordance with the approved schedule of operations, the Contractor shall promptly take such measures as are necessary to return the work to the proper schedule, directed by the and at no additional cost to

the Town. Such measures shall include, but not be limited to employing additional or different personnel, equipment or construction methods, employing additional shifts, or working overtime. Such measures shall be continued until compliance with the schedule of operations has been obtained.

- E. If the project involves dredging and is not completed within the designated dredging period set forth by the Environmental Regulatory agencies, the Contractor will be required to complete the dredging in the next permitted dredge period. No additional compensation will be paid for mobilization and demobilization.

1.16 Contractor's General Responsibilities

- A. In performance of the Contract and insofar as his employees are concerned, the Contractor shall be responsible, in addition to items specified elsewhere in the Contract, for the safety of his own crew and equipment whether inside or outside of the construction area.
- B. Permits
 - 1. The Contractor is responsible for securing and paying for prior to the start of the related work, all permits required for the execution of the work of this Contract, including but not limited to building construction related permits including specific trade and road cut permits. All work found to be not in conformance with the permits or these Specifications, shall be removed and replaced at the expense of the Contractor.
 - 2. All permits secured by the Contractor, complete with the application and order of conditions, shall be kept on file in the Contractor's office and field office with copies submitted to the Town.
- C. Protection of the construction and all adjoining premises or property from all damage until the work has been accepted by the Town and making good at their own expenses all damages thereto arising of any contract operations.
- D. Strictly prohibiting and taking all necessary measures to prevent the committing of nuisance on the land of the Town and adjacent properties. Access shall be maintained to any building, waterway or roadway that is connected to any work included in this Contract. The Contractor shall provide and maintain access for occupant entrance to and exit from all adjacent buildings and properties at all times.
- E. The Contractor shall construct for the protection of the construction area and the public: suitable barriers, barrier fences, traffic signs, buoys, temporary lighting, bridges, illuminating traffic signs and other traffic devices as directed by the Town conforming with the manual of Uniform Traffic Control Devices for streets and highways published by the Bureau of Public Roads, also by a sufficient number of watchmen at all times, and/or directed by the Town.
- F. The Contractor shall at his expense protect existing structures, shall provide lights and fences and take all other precautions that may be necessary to protect life and property. They shall carry on all operations and use equipment of such types that all noise resulting from construction operations will be kept to a minimum. All temporary facilities required for the general protection

of the public and the work shall be substantial in character, neat in appearance and subject to approval of the Town.

- G. Contractor shall abide by current Federal, State, and Town guidelines and requirements associated with COVID-19, or other similar public health, work-related mitigation measures for this project, if required.

1.17 Contractor's Staging

- A. Where no yard or staging area is shown on the Drawings, the Contractor may request a location; such request and location shall be subject to the approval of the Town.
- B. Maintenance and security of the area, materials, and equipment within it shall be the responsibility of the Contractor.
- C. The cost of the above paragraphs shall be included in the contract price and direct or separate payment will be made to the Contractor.

1.18 Security

The General Contractor shall be wholly responsible for patrolling and protecting the work under construction and the materials on the site, and the existing work. The general Contractor shall have full responsibility for the security of the property and the Town's materials stored or otherwise located upon the site, and shall reimburse the Town for any loss, damage, or injury to such materials, except as may be directly caused by the Town, its agents or its employees.

1.19 Cooperation with Others

The Contractor shall coordinate his work with that of Subcontractors, if any are working on the project, and allow them all necessary access to construction areas, so as to facilitate the progress of work. The Contractor shall coordinate the work of all trades to complete the work within the time required. Each trade shall afford all other trades every reasonable opportunity for installation of their work and for storage of material. The Contractor should note that other separate contracts and/or Contractors may be working on, near, or in conjunction with work covered by this Contract. Each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contract and/or Contractors.

1.20 Workmanship

All workmanship necessary to complete the work required by these Specifications shall be of the highest quality. The Contractor shall, at all times employ workmen in sufficient number and of the various degrees of skill and experience required to perform satisfactorily the work of these Specifications in accordance with the best modern standard practice. The Contractor shall bear the entire expense and no separate or direct payment shall be made as a result of extra work which may be necessary because of inferior workmanship, or for specific items of work which are normally considered a part of good workmanship in completing any particular phase of the work.

1.21 Protection and Restoration of Property

- A. The Contractor shall, at his own expense, preserve and protect from injury all property either public or private along and adjacent to the proposed work. They shall be responsible for any repair, at his own expense, and any and all damage or injury thereto, arising out of or in consequence of any act of omission, neglect or misconduct in the execution of the work by his employees or Subcontractors in the performance of the work covered by the Contract prior to completion and acceptance thereof. They shall exercise special care during his operations to avoid injury to underground structures such as water or gas mains, pipes, conduits, manholes, catch basins, direct buried electrical cables, etc.
- B. Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of public or private utilities of his intention to commence operations affecting such utilities at least 48 hours exclusive of Saturdays, Sundays, and legal Holidays in advance of the start of such operation in accordance with Chapter 82, Section 40, of the General Laws, as amended, and the Contractor shall at the same time file a copy of said notice with the Town.
- C. When necessary, the Contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by furnishing and erecting suitable supports, props, shoring or other means of protection. Fire hydrants adjacent to the work at all times, shall be readily accessible to fire apparatus and no materials or other obstructions shall be placed within a radius of 10 feet of a fire hydrant.
- D. The Contractor shall contact Dig-Safe call center at (811) before commencing any sub-surface excavation work or operations.
- E. Although the Drawings may indicate the approximate location of existing utilities in the vicinity of the work, the accuracy and completeness of the information is not guaranteed by the Town. Before commencing any work, or operations that may endanger or damage any subsurface structures, the Contractor shall carefully locate all such structures and conduct their operations in such a manner as to avoid damage thereto. They shall not interrupt live services until new services have been provided. All abandoned services shall be plugged or otherwise made secure.
- F. If the Contractor wishes to have any utilities temporarily relocated for their convenience, other than those specified by the Town, they shall make the necessary arrangements with the owners and make reimbursement for the cost thereof at his own expense.
- G. Land monuments and property markers shall be carefully protected and if necessary, to remove the same, the Contractor shall do so only at the Town's direction and after an authorized agent witnessed or otherwise referenced their location.
- H. The Contractor shall not injure or remove any trees or shrubs without proper authority. Insofar as possible the Contractor shall confine his movements and operations to the area within the limits of location and the area outside the scope of work shall not be disturbed.

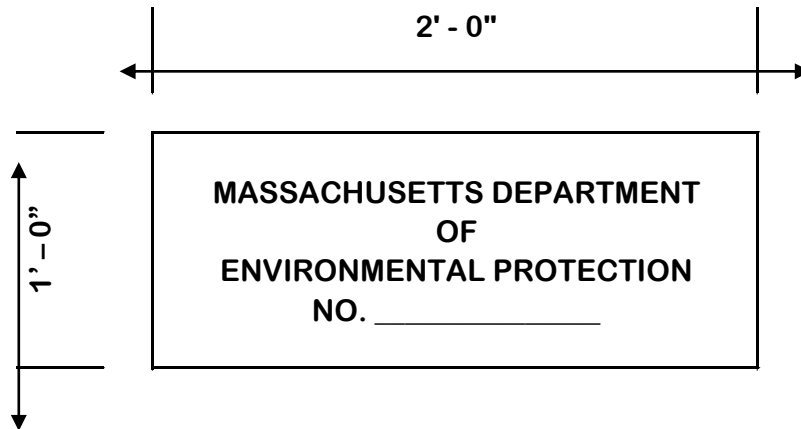
- I. Disturbance or damage to any above- or below-ground structure, conduits, cables, or the like, caused by any act of omission, neglect or misconduct in the execution or non-execution of work thereof by the Contractor shall be repaired, and/or replaced by the Contractor to the satisfaction of the Town and at no additional expense to the Town.
- J. Disturbance or damage to any structure shall be replaced or repaired by the Contractor to the satisfaction of the Town and at no additional expense to the Town.
- K. The Contractor shall receive no extra compensation for protection and restoration of property unless said compensation is authorized in writing.

1.22 Cleanup and Restoration

- A. After all construction operations are completed, the Contractor shall clean his area of operations of all boulders, stumps and debris and shall leave the area in clean and orderly condition. Any areas within or outside the limits of work, whether regarded or not, which have become scarred, rutted or eroded, due to conditions arising from work performed under this Contract, shall be restored to their natural condition by filling and/or topsoiling, seeding or woodchip mulching as required by the Town.
- B. The Contractor shall clean up all project work areas to permit the Town to move in and occupy without any additional cleaning.
- C. The costs of the above paragraphs shall be included in the Contract prices and no direct or separate payment will be made to the Contractor.

1.23 Environmental Protection

- A. General
 - 1. The Town has secured the required environmental permits required under M.G.L. Chapter 131, 91 and those issued by the Army Corps of Engineers under Sections 404 and 10. The Contractor is obligated to conform to all requirements of the permits and subsequent requirements issued by governing agencies.
 - 3. Contracts operating under DEP permit shall post a sign for the project site in a format consistent with that enclosed herein. (See next page.)



NOTES:

1. CONTRACTOR IS TO SUBMIT LETTER SIZE AND SPACING FOR THE COMPLETION OF THIS SIGN ACCORDING TO THE SKETCH GIVEN.
2. SIGN PLATE SHALL BE $\frac{3}{4}$ " PLYWOOD (MARINE GRADE).
3. THE LOCATION AND METHOD OF INSTALLATION OF THE DEP SIGNS SHALL BE DETERMINED BY THE ENGINEER.

B. Prevention of Water Pollution

1. The Contractor shall take such precautions in the conduct of this operation as may be necessary to avoid contaminating water in adjacent watercourses or watercourse areas whether natural or man-made. All earthwork, moving of equipment, water control for excavation or foundation areas, and other operations likely to create silting shall be conducted so as to avoid pollution of watercourses of water storage areas.
2. Erosion Control: Such methods as may be necessary shall be utilized to efficiently prevent erosion and sediment from entering nearby waterways, including but not limited to the following:
3. Control of Surface Water Runoff: The rate of runoff from the construction site shall be kept at a minimum and controlled. This includes construction of diversion ditches, trenches and berms to retard and direct runoff to protect watercourses.
4. The Contractor shall construct silt retention basins in areas of work adjacent to streams, or rivers, as directed by the Town. These basins shall be removed upon completion of the work. Water used during the contract work that has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage or other pollutants shall be discharged so as to avoid affecting nearby waters.
5. Under no circumstances shall the Contractor discharge pollutants into any watercourse or water storage area. When water from adjacent natural sources is

SUPPLEMENTAL CONDITIONS

used in the contract work, intake methods shall be such as to avoid contaminating the source of supply.

C. Protection of Land Resources

1. General

Land resources within the project boundaries and outside the limits of the work as may be affected under the work of this Contract shall be preserved in their present condition that will appear to be natural. The Contractor shall confine his construction activities to areas defined by the Drawings and Specifications.

2. Prevention of Landscape Defacement

Do not deface, injure, or destroy any trees or shrubs, do not remove or cut them without special authority. No ropes, cables, or guys shall be fastened to or attached to any existing nearby tree for anchorage unless specifically approved. Where such special emergency use is permitted, adequately wrap the tree with burlap or rags over which softwood slates shall be tied. The Contractor shall be responsible for any damage resulting from such use. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by equipment, dumping, or other operations, protect such trees by placing boards, planks or approved protective fencing around them. Monuments and markers shall be protected similarly before beginning operations near them.

D. Restoration of Landscape Damage

Any trees, salt marsh, or other landscape scarred or damaged by equipment or operations shall be restored as nearly as possible to the original condition, as approved. All trimming or pruning shall be performed in an appropriate manner by licensed arborist with saws or pruning shears. Trimming with axes will not be permitted.

E. Plant Pest Control

All soil moving equipment that has operated in or will operate in regulated areas shall be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas.

F. Noise Control

The Contractor shall use every effort and every means possible to minimize noises caused by his operations, which the Town may consider as objectionable. Each Contractor shall provide working machinery and equipment designed to operate with least possible noise, and when gearing is used, such gearing shall be of a type designed to reduce noise to a minimum. Compressors shall be equipped with silencers on intake lines. All gas or oil operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. Whenever practicable, electricity shall be used for power to reduce noise. Dumping bins, hoppers and trucks used for disposal of excavated materials shall be lined with wood

or other sound-deadening material if required. Where required by agencies having jurisdiction, certain noise-producing work may have to be performed during specific periods only.

G. Air Pollution Control

The Contractor shall conduct his operations so as not to violate any state and local ordinances pertaining to air pollution.

H. Dust Control

The Contractor is placed on notice that blowing dust from unstabilized earth areas of the work will be considered a nuisance under his control. He shall, by spraying with water or other approved means, dampen the soil to hold down the dust. The use of calcium chloride as a wetting agent will not be permitted. During working hours and before leaving the work for the evening, for weekends, or for a more extended period, the Contractor shall assess the moisture content of the soil and dampen it to the extent necessary to hold down the dust. While work is suspended, he shall return to work, if so directed by the Town, to maintain the dust control.

1.24 Use of Explosives

The use of explosives will not be permitted in the work of this Contract, unless specifically specified in the technical Specifications and/or Drawings or approved by the Town in writing.

1.25 OSHA 10 Training

All employers must certify at the time of the bid that all employees to be employed at the jobsite have successfully taken an OSHA 10-hour course. Documentation of successful course completion for each employee must be submitted with the first certified payroll report (CPR) on which the employee's name appears. Employers shall attach copies of the OSHA 10-hour cards to the first certified payroll report.

1.26 Measurement

- A. The method of measurement is set forth at the end of each Section of these Specifications.
- B. All measurements shall be confirmed by the Town as they are made.
- C. The quantities of the various work performed shall be determined for purposes of the certifications of work that are generally required by law and as specified below.
 - 1. Upon completion of the work and before final payment is made the Town will make final measurements to determine the quantities of the various items of work performed, as basis for the final settlement. All measurements shall be made according to the United States Units of Measurement.

2. The method of measurement and computations to be used in determination of quantities of materials furnished and of work performed under the Contract shall be selected by the Town.
3. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally. Unless otherwise specified transverse measures for area computations will be the dimension shown on the Drawings or in writing by the Town.
4. Structures will be measured according to neat lines shown on the Drawings or as altered to fit field conditions.
5. All items are measured by the linear foot, such as pipe, culverts, guardrail, curbing, etc. will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Drawings.
6. In computing volumes, the average end area method or other method acceptable to the Town will be used.
7. A sworn weigher shall weigh all materials required to be weighed. The weighing of such materials may be witnessed by the Town.
8. If materials are shipped by rail or trucks, the car weights or quarry weights may be accepted. Weight slips shall be provided for each shipment of material weighed. Each weight slip shall be signed by the sworn weigher. The weight slips shall be countersigned on delivery by the Town and any weight slip not countersigned shall not be included for payment under this Contract.
9. When requested by the Contractor and approved by the Town in writing, material specified to be measured by cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurements to volume measurements will be determined by the Town and shall be agreed to by the Contractor before such method of measurement of pay quantity is used.
10. The term "lump sum" when used, as a unit of payment will mean complete payment for the work described in the Contract and shall include all material and labor specified.
11. When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduits, etc. and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weight or dimensions. Unless more stringently controlled by tolerances in cited Specification's manufacturing tolerances, established by the industries involved will be accepted.

END OF SECTION

SECTION 00850

Incorporation of Applicable Provisions of the
Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein and shall prevail over any conflicting provisions of the General or Supplemental Conditions.

END OF SECTION

TECHNICAL SPECIFICATIONS

Section 01000	General Requirements
Section 02002	Mobilization and Demobilization
Section 02003	Demolition and Removal
Section 02300	Revetment Stone Construction
Section 02368	Steel Sheeting
Section 03300	Marine Concrete
Section 03400	Concrete Repair and Construction
Section 05000	Miscellaneous Metals
Section 09900	Coatings

SECTION 01000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work under this contract consists of repairs to the existing storm-damaged seawall and stone slope revetment located at 81 Surfside Road in Scituate, Massachusetts as described on the Contract Drawings and in the Specifications herein.
- B. The work includes, but is not limited to, all survey, supervision, labor, materials, tools and equipment, safety, quality control, and mobilization and demobilization necessary to perform the following:
 - 1. Mobilization of equipment and materials to the site.
 - 2. Furnish and install DEP file No. signage at the site.
 - 3. Install and maintain temporary pedestrian and vehicular traffic barriers including but not limited to fencing, traffic cones, or concrete barriers, as required; to delineate, and secure areas of construction activity.
 - 4. Install and maintain temporary erosion and sediment control measures, as applicable and required.
 - 5. Demolition, removal, and disposal of damaged existing concrete and deleterious material at the repair locations.
 - 6. Concrete repair work including preparation, rebar installation, forming, placing, finishing, and curing concrete for seawall toe in-fill repair, seawall patch repairs, seawall horizontal crack repairs, and seawall vertical crack repairs.
 - 7. Steel sheet pile toe protection installation.
 - 8. Revetment repair work including removal and resetting seawall toe revetment with existing and supplemental stone.
 - 9. Management and disposal of all associated demolition and construction debris.
 - 10. Protection and in-kind restoration of site features to remain.
 - 11. Complete incidental site work.
 - 12. Complete site, laydown areas, and Contractor's access location restoration and demobilization.

1.2 CONTRACTOR USE OF SITE AND ACCESS

- A. All work and trucking shall occur from 7:00 AM to 5:00 PM, Monday through Friday. No work will be permitted on weekends or Holidays, except as approved or required by the Owner.
- B. Site access shall be predominantly from along Surfside Road, and also from the southern end of Surfside Road to access the shoreline/beach area. Cobble berm at south end of Surfside shall have pre- and post-construction surveys and be restored to its pre-construction condition.

GENERAL REQUIREMENTS

- C. Material storage and Contractor staging and access areas will be kept to a minimum and coordinated with the Town. Equipment location, access, staging areas, and limits to be coordinated through the Owner.
- D. The Contractor shall coordinate equipment, staging, deliveries, and other site usage with the Owner. Equipment, materials, debris, or other items shall be stored such that they will be protected from rising water when not being utilized.
- E. The Contractor shall minimize the disturbance to the existing beach shoreline, adjacent structures, walls, revetments, walkways, roadways, parking areas, lawns, planters, or other site features.
- F. The Contractor shall notify "Dig Safe" and local utilities and services as applicable prior to commencement of any work at the sites. The Contractor shall protect existing services against damage for the duration of the work.
- G. The Contractor shall repair, at its own expense, any damage caused to the property; remove from the site all debris, excess materials, tools, and equipment; and shall leave the premises in a neat and orderly condition, to the satisfaction of the Engineer and the Owner.
- H. The Contractor shall restore site access locations to their original pre-construction condition to the satisfaction of the Engineer and Owner.
- I. If the Contractor, in the course of work, uncovers or otherwise encounters any artifacts, whether historic or prehistoric, the Contractor shall notify the Engineer immediately and stop all work in that vicinity until directed by the Engineer.
- J. If the Contractor, in the course of excavation, uncovers or otherwise encounters any suspected hazardous or unidentified substances, the Contractor shall notify the Engineer immediately and stop all work in that vicinity until directed by the Engineer.
- K. The Contractor shall coordinate temporary roadway closures and re-routing with the Engineer and Owner. The Contractor shall obtain governing authority's written permission, when required, to close or obstruct streets, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways, when required by governing authorities.

1.3 DELIVERY OF MATERIAL AND EQUIPMENT

- A. The Contractor shall coordinate equipment, staging, deliveries, and other site usage with the Owner.

1.4 CONSTRUCTION SCHEDULES AND SUBMITTALS

- A. Unless otherwise specified, within ten (10) calendar days from the Notice to Proceed, the Contractor shall submit to the Engineer a complete schedule of values for all items that shall be paid for under this Contract. This schedule of values shall show all relative costs to the item as bid, such as the costs of material, labor, mobilization and demobilization, survey and all incidentals to the item.
- B. Contractor shall also provide a complete breakdown of all items that shall be paid for under this Contract, including Lump Sum items. This breakdown shall show all relative costs to the item as bid, such as the costs of material, labor, delivery, inspection, and all incidentals to the item.

GENERAL REQUIREMENTS

- C. Contractor shall submit a list of equipment to be used on the sites, including but not limited to: crane, excavator, backhoe, dump-truck, and other land-based equipment required to complete the work.
- D. The Contractor shall submit to the Engineer a construction project schedule within ten (10) calendar days before the start of construction. The Construction schedule shall be maintained on site for review during site meetings. If a major change is made to the schedule, the updated schedule shall be submitted to the Engineer immediately. Should the Contractor find that they cannot maintain the schedule as originally intended, Contractor shall immediately submit a revised schedule without being requested to do so by the Owner or Engineer.
- E. Contractor shall submit a work plan procedure detailing sequences of operations including positioning of equipment and materials, during work and after work hours.
- F. The Contractor shall submit a plan that outlines provisions for relocating or securing equipment in the event that a Nor'easter or significant storm event is forecasted during the construction period.
- G. The Contractor shall submit to the Owner for approval, their plan for project survey control within seven (7) days of the notice to proceed and before actual work commences on the project site.
- H. The Contractor shall be required to coordinate delivery of materials under this contract with the Owner and the Engineer. Contractor shall be required to provide periodic schedule updates for coordinating deliveries.
- I. The Contractor shall submit shop drawings, product data, and information as required by sections of these Specifications and Contract Documents.
- J. Contractor shall submit a temporary erosion and sediment control plan and temporary barrier, fencing and signage plan showing the limits for approval.

1.5 DATUM

- A. Vertical datum used for this project is the North American Vertical Datum 1988 (NAVD88=0.0). A conversion between NAVD88 and Mean High Water (MHW) to the North American Vertical Datum of 1988 (NAVD88) is shown on the Drawings.
- B. This project involves tidal work. Bidders are advised to consult the Tide Tables issued by National Oceanic and Atmospheric Administration (NOAA) and other site specific tables, in order to schedule and evaluate tidal conditions affecting work.

1.6 TECHNICAL SPECIFICATIONS/PUBLICATIONS

- A. For all items within this Contract without specific technical specifications and/or publications denoted, and to supplement all conditions of this Contract above and beyond all references mentioned, refer to the Commonwealth of Massachusetts, Department of Transportation, Standard Specifications for Highways and Bridges, current edition, and all amendments; which is herein made part of this Contract in its entirety.

1.7 INSPECTIONS

- A. The Owner will assign an inspector and/or resident engineer to this project on either a full-time or part-time basis, as required to observe the work under this Contract. The inspector or resident engineer shall be the Owner's Representative for this project, herein referred to as "Engineer".
- B. The Engineer must be notified at least 48 hours in advance of all material shipments in order to make arrangements for the shipments to be inspected as they arrive to the site.
- C. The Engineer must be notified at least 48 hours in advance of concrete pours and pile installation operations.
- D. All materials or equipment that are not suitable for use on this project and/or have been rejected by the Engineer shall be removed from the site immediately. The cost for removal of unsuitable and/or rejected materials shall be the responsibility of the Contractor.
- E. The Engineer shall be permitted at all times to check the lines, grades, elevations, reference marks, batter boards, etc. set by the Contractor. Any errors or discrepancies in these items discovered by checks shall be corrected by the Contractor. Such checks shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibilities of the Contractor for the accurate and satisfactory completion of the entire work. The Contractor shall be available to assist the Engineer with these checks as needed.

1.8 PHOTOGRAPHS

- A. The Contractor shall, at its own expense, furnish the Engineer with digital color photographs and/or videos of the project site and surroundings. Photographs/videos shall be scheduled at low tide to reveal as many site features as possible. The photographs/videos shall be taken with a digital camera and electronic files of each photograph shall be furnished to the Engineer.
- B. The Contractor shall complete pre-construction photographs/videos of the project site, storage areas, and surroundings to document the pre-construction conditions. The photographs/videos shall document the work areas and fully document existing conditions and areas which may be impacted by construction activity.
- C. The Contractor shall complete photographs/videos as work progresses. Views shall be provided along the limit of work at each location as follows:
 - 1. Before commencing work at the location.
 - 2. During each stage of operations at the location
 - 3. After the completion of work at the location.

1.9 QUALITY CONTROL AND WORKMANSHIP

- A. Maintain quality control, equipment, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

GENERAL REQUIREMENTS

- C. Perform work by experienced persons qualified to produce workmanship of specified quality.

1.10 CONSTRUCTION FACILITIES

- A. Provide and maintain temporary sanitary facilities as required.
- B. Contractor shall provide on-site phone service, or other telephone facilities such that the Contractor can be reached at any time throughout the workday.
- C. Contractor shall provide phone numbers for communication and emergency contact during off work hours.

1.11 PERMITS AND MITIGATION MEASURES

- A. Environmental permits and/or licenses are included under the Attachments to these Contract Documents. It is the Contractor's responsibility to adhere to the conditions set forth in the permit documents.
- B. It is the responsibility of the Contractor to obtain all other permits, inspections and all other requirements not issued within this Specification necessary to complete the work under this Contract, including building permits; the cost of all fees associated with these permits, inspections and other requirements shall be borne by the Contractor.
- C. The Contractor shall comply with all applicable local, state and federal requirements, as well as standard industry standards and practices, regarding materials, methods of work and disposal of excess and waste materials.
- D. The Contractor shall provide DEP Wetland project signs in conformance with the Order of Conditions and maintain copy of the Order of Conditions, and other permit documents, on-site at all times.

1.12 SURVEY CONTROL

- A. The Contractor shall locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points.
- B. The Contractor shall provide, at its own expense, all materials and labor as may be required to establish and maintain all project control range lines, additional reference marks and line and grade stakes. The Contractor shall maintain the project control throughout the duration of the project, at the Contractor's own expense.
- C. The contractor shall provide pre- and post-construction topographic survey and corresponding plans. The pre- and post-construction topographic survey plans shall fully document the existing conditions of work areas and areas which may otherwise be impacted by construction activity, including areas used for construction personnel and equipment access, contractor staging, laydown, and storage. The pre-construction topographic survey plans shall be completed and submitted to the Owner and Engineer for review prior to the start of site disturbing activity. The post-construction topographic survey plans shall be completed and submitted to the Owner and Engineer for review after restoration work and prior to requests for final payment and shall include the Contractor's certification of substantial completion of work.

1. The pre- and post-construction surveys shall cover all areas of the existing cobble berm structure located at the end of Surfside Road, used or otherwise impacted by the Contractor's work or access.
- D. All work shall conform during its progress and on its completion to the lines and grades given by the Contract Documents and as specified herein. The work shall be done in a thoroughly substantial and workmanlike manner, in accordance with the Contract Drawings, these specifications, and as directed by the Engineer.
- E. The Contractor shall make, check and be responsible for all measurements and dimensions necessary for proper construction.
- F. The Contractor shall provide an as-built survey of the work for review by the Engineer prior to demobilization.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

There shall be no separate measurement of quantities or payments for work covered by this Section.

Services, materials, sanitary facilities, fencing, barriers, signage, survey control, and all other work associated with implementation of work specified in the General Conditions, Special Conditions, General Requirements, or not included under Contract items shall be included for payment under Section 02002.

END OF SECTION

SECTION 02002

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Work under this section shall consist of the Contractor's preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site, including access, restoration of site and adjacent properties affected by the Contractor operations, for the establishment of the Contractor's supervisory facilities necessary for work on the project, and all other work and operations which must be performed, or for costs which must be incurred prior to beginning work. Access, temporary construction facilities, and submittal items shall be in accordance with the requirements of the applicable sections of the Contract and as shown on the Contract Drawings.
- B. The project includes, but is not limited to, the following:
 - 1. Mobilization of equipment and materials to the site.
 - 2. Furnish and install DEP file No. signage at the site.
 - 3. Install and maintain temporary pedestrian and vehicular traffic barriers including but not limited to fencing, traffic cones, or concrete barriers, as required; to delineate, and secure areas of construction activity.
 - 4. Install and maintain temporary erosion and sediment control measures, as applicable and required.
 - 5. Demolition, removal, and disposal of damaged existing concrete and deleterious material at the repair locations.
 - 6. Concrete repair work including preparation, rebar installation, forming, placing, finishing, and curing concrete for seawall toe in-fill repair, seawall patch repairs, seawall horizontal crack repairs, and seawall vertical crack repairs.
 - 7. Steel sheet pile toe protection installation.
 - 8. Revetment repair work including removal and resetting seawall toe revetment with existing and supplemental stone.
 - 9. Management and disposal of all associated demolition and construction debris.
 - 10. Protection and in-kind restoration of site features to remain.
 - 11. Complete incidental site work.
 - 12. Complete site, laydown areas, and Contractor's access location restoration and demobilization.
- C. The Contractor is advised to pay particular attention to weather forecasts for the area. The Contractor shall make provisions for contingencies to deal with inclement weather, the cost of which shall be incidental to other pay items, except as noted herein. The Contractor may have to demobilize from the site on a temporary basis due to weather. Prior to leaving the site, the Contractor shall take such steps as are necessary to protect completed work and work in progress and to remove all equipment and

MOBILIZATION AND DEMOBILIZATION

materials from potentially affected areas. The Contractor shall be responsible for any loss or damage to work completed, work in progress, equipment, or material. The Contractor shall remobilize to the site at no additional cost to the Owner. Remobilization shall include all effort required to restart the work.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02003 DEMOLITION AND REMOVAL
- 02300 REVETMENT STONE CONSTRUCTION
- 02368 STEEL SHEETING
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION
- 05000 MISCELLANEOUS METALS
- 09900 COATINGS

PART 2 - MATERIALS

2.1 GENERAL

Materials will be as required and as specified in other sections.

PART 3 - EXECUTION

3.1 SUBMITTALS

- A. Submit a schedule of the equipment the Contractor will employ in the performance of the work under this Contract. Contractor shall submit documentation on all proposed crane, excavator, and other equipment intended for use on the project.
- B. Work/procedure plan
- C. Equipment access and staging plans.
- D. Submittal for other work shall be in accordance with Section 01000 GENERAL REQUIREMENTS or under appropriate sections.

3.2 EQUIPMENT

- A. The Contractor shall keep on the job sufficient equipment to meet the requirements of the work. The equipment shall be in satisfactory operating condition and be capable of safely and efficiently performing the work. The equipment shall be subject to inspection by the Engineer at all times.
- B. Prior to commencement of work at the site, the Contractor shall make available to the Engineer for review, copies of all applicable inspections and certifications of equipment as required by Federal, State, and local laws and regulations. Such inspections and certifications shall be current and maintained in force for the duration of this contract. Each item of equipment shall have on board a spill kit and waste oil management plan which details the intended disposal method for waste oil.

- C. Contractor shall demonstrate in a work plan that the above equipment is capable of lifting materials and demolition debris on and off the beach and performing the work to the limits as indicated on the Drawings.
- D. Should equipment used not be capable of performing the work as intended, Contractor will provide alternative equipment that is capable of performing the work as intended at no extra cost to the Owner.

3.3 SITE PREPARATION, COORDINATION AND RESTORATION

- A. Contractor shall provide site access as required for the transport of materials, personnel, and equipment to the project site.
- B. Site access shall be predominantly from along Surfside Road, and also from the southern end of Surfside Road to access the shoreline/beach area.
- C. Material storage and Contractor staging areas will be kept to a minimum and coordinated with the Town. Equipment location, access, staging areas, and limits to be coordinated through the Owner.
- D. Contractor shall remove all materials used for access and restore to pre-construction condition all access areas, material and equipment storage areas, and areas disturbed in and around the project site during construction.
- E. Excess materials shall be removed from the site and become the property of the Contractor, unless otherwise directed by the Owner. Excess imported material shall be measured and deducted from payment quantities under the appropriate items, as established by the Engineer.
- F. Contractor shall provide measures to prevent materials from entering the Ocean or other bodies of water.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Mobilization and demobilization shall be measured as a lump sum with the percentage of mobilization and demobilization complete measured by the Engineer, as indicated on the bid form. Total payment under this item 02002-1 shall be less than fifteen percent (15%) of the total contract amount bid.
- B. Following completion of mobilization, the Contractor may invoice sixty percent (60%) of the lump sum bid price. Following satisfactory completion of all work, the Contractor may invoice the remaining forty percent (40%) of the lump sum bid price.

4.2 PAYMENT

- A. Payment for Mobilization and Demobilization, under Item 02002-1 shall be per the percentage of mobilization and demobilization complete for the site, which shall include mobilization and demobilization of all material, equipment including the Contractor's temporary facilities, site access, labor, transportation, supervision, survey, submittals and other incidental or appurtenant work required to complete mobilization and demobilization as shown on the Contract Drawings, as specified herein, and as directed by the Engineer.

- B. No payment shall be made for any necessary temporary demobilization and remobilization due to inclement weather.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
02002-1	MOBILIZATION AND DEMOBILIZATION	Lump Sum

END OF SECTION

SECTION 02003

DEMOLITION AND REMOVAL

PART 1 - GENERAL

1.1 SCOPE

- A. The Contractor shall furnish all labor, materials, tools, supervision, transportation, equipment, and services necessary for, and incidental to, the execution and completion of all demolition operations, as shown on the Drawings and as required to complete the work.
- B. The work under this Section shall include, but is not limited to, demolition, removal, and legal disposal of the following items:
 - 1. All demolition and construction related waste and debris, including excess materials that are otherwise unsuitable for reuse and not designated for salvage by the Owner.
 - 2. Excavated material not suitable for reuse and not designated for salvage, as approved by the Owner and Engineer.
 - 3. Existing damaged, deteriorated, and remnant concrete, steel, and reinforcing members not intended for reuse, including demolition debris generated by the work.
- C. All demolition and removal shall be accomplished in a neat, workmanlike manner, and at such time or times as is most suitable to the progress and proper coordination of the project.
- D. The Contractor shall provide a neat interface between areas of removal and areas designated to remain. Any surface damaged during construction that is not within work areas shall be repaired by the Contractor at their own expense.
- E. Items for Demolition and Removal shall be removed from the site and properly and legally disposed of.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02300 REVETMENT STONE CONSTRUCTION
- 02368 STEEL SHEETING
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION

1.3 SUBMITTALS

- A. The Contractor shall submit a comprehensive Demolition and Removal Plan for Engineer's review within 30 days of Notice to Proceed, but prior to the start of demolition activity.

- B. The Demolition and Removals Plan shall include details on demolition and removal procedures, methods and equipment for removals, sequence of operations, staging of equipment and materials, and schedule to perform the demolition and removals for the various elements to be removed.
- C. The Demolition and Removals Plan shall include a description of planned erosion and sediment controls; marine resuspension controls; and debris handling, storage, segregation, and management.
- D. The Demolition and Removals Plan shall include a separate section that identifies noise-, dust-, and vibration-generating activities and describes monitoring and mitigation measures that will be implemented.
- E. The Demolition and Removals Plan shall include a narrative description of the Contractor's proposed method and procedures for managing and documenting the quantities for payment under the applicable Contract Items.
- F. The Contractor shall submit to the Engineer certification documentation verifying that the disposal site is legal and authorized to accept the subject material.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable Federal, State, and Local codes for demolition of structures, safety and protection of adjacent structures, dust control, noise control, vibration control, vermin control, soil erosion and sedimentation control, and waste disposal.
- B. Conform to the conditions associated with Site-specific permits obtained by the Owner including but not limited to Scituate Conservation Commission Order of Conditions, and Massachusetts Department of Environmental Protection, 401 Water Quality Certificate, and U.S. Army Corps of Engineers.

1.5 PROJECT CONDITIONS

- A. Review historic plans and licenses, available logs, records of explorations, groundwater level data, and geotechnical and environmental testing results and other pertinent data, if available, for the site.
- B. Contractor shall conform to applicable laws and regulations when hazardous or potentially hazardous materials or contaminated substances not previously identified are encountered. Contractor is directed not to disturb or attempt to remove any discovered hazardous or potentially hazardous materials or contaminated substances without first notifying Owner or Engineer. Immediately notify Owner or Engineer upon the discovery of such conditions.
- C. Contractor shall be solely responsible for evaluating existing facilities and project area conditions and considering all factors that may affect the progress or performance of the work. Maintain existing site access as much as practical during demolition. Restore site access as necessary to provide adequate site ingress/egress during construction.
- D. Contractor shall recycle or dispose of all the demolition debris and waste generated by the work in accordance with all applicable laws and regulations and the requirements of the Contract Documents.
- E. By submitting a Bid, the Contractor affirms that the site and all conditions affecting the work under this Section have been carefully examined. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions as indicated in the Contract Documents, or obvious from

DEMOLITION AND REMOVAL

observation at the site. The Contractor shall protect adjacent property, public utilities, structures, work in-progress, and completed work from damage associated with the project demolition and removal. Damage due to demolition and removal shall be repaired by the Contractor at his own expense.

PART 2 - MATERIALS

2.1 DEMOLITION EQUIPMENT

- A. Hydraulically operated equipment with buckets, grapplers, masonry saws, hammers, drills, and/or shear equipment or Engineer-approved alternatives, including hand tools, shall be used to dismantle and remove the existing deteriorated structures and incidental items as indicated on the Contract Drawings to facilitate the repairs of the concrete access stairs and associated elements.
- B. Use of explosives, wrecking balls, or other demolition methods likely to generate excessive dust, noise, vibration, and other debris is not permitted.

2.2 SHEETING AND COVERINGS

- A. If stockpiled, demolition debris shall be placed on a strong, durable, impermeable, flexible 60-80 mil minimum thickness HDPE sheeting or other Engineer-approved material.
- B. Stockpiled demolition debris capable of becoming airborne or generating dust shall be covered with a strong, durable, impermeable, tear-resistant 6 mil minimum thickness polyethylene.

2.3 EROSION AND SEDIMENT CONTROLS

- A. The Contractor shall provide erosion control and sediment control measures during the work in accordance with regulatory approvals for the work. Requirements include, but are not limited to:
 - 1. Upland erosion control shall be utilized at staging areas and at debris stockpile areas.
- B. The Contractor shall provide erosion control and sediment control measures for excavated material that may be stockpiled for reuse or disposal and shall meet the requirements under Subpart 2.2, Sheeting and Coverings.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall take all necessary precautions to ensure that existing facilities, structures, and equipment adjacent to the site, or otherwise indicated to remain, are not damaged and remain operational during the demolition and removal work.
- B. Existing utility systems within or adjacent to the site shall remain in continuous service and shall be protected from damage during construction. Where interruption of a service is required, it shall be scheduled in advance and coordinated with the Engineer.
- C. The Contractor shall make every effort to contain any debris that potentially could be inundated or washed away from the Ocean or other body of water.

- D. If encountered, Contractor shall take all necessary precautions to preclude any release of hazardous materials or hazardous wastes during demolition. If areas, either on or off site, are contaminated during work, the Contractor shall clean up and restore contaminated area to the satisfaction of the Owner at no additional cost to the Owner.
- E. Dust shall be strictly controlled in all areas requiring demolition. Contractor shall provide and employ dust control measures to mitigate the release of visible airborne particulate matter and/or fugitive dust beyond the limits of work generated from demolition and removal activities.
- F. Owner or Engineer reserves the right to suspend work at any time, if necessary, due to dust generation which causes a safety or an air quality problem or which may cause contamination of adjacent areas. Contractor shall not be entitled to any additional compensation for suspension of work under such conditions.
- G. Noise shall be controlled in all areas requiring demolition. Noise shall comply will local ordinances.
- H. The Contractor shall follow procedures outlined in Scituate Conservation Commission's Order of Conditions, and all other local, state, and federal agency requirements. Permits are included with Attachment B of these Contract Documents.
- I. Work or features scheduled to remain or stored that are damaged by the Contractor shall be restored at the Contractor's expense to the satisfaction of the Engineer.
- J. No existing, natural, beach sediment material shall be removed from the beach except for minor amounts adhering to otherwise unsuitable materials that cannot reasonably be further separated by mechanical or manual means and are selected for removal and disposal. The Contractor shall, at minimum, mechanically separate existing beach sediment from any other material encountered during the course of the work to the satisfaction of the Engineer prior to relocating material from the beach. The Contractor shall restore beach sediment disturbed by this process as near to its location and condition of origin as practicable.

3.2 ANTICIPATED DEMOLITION SEQUENCE

- A. The following describes the anticipated demolition sequence. The Contractor shall provide a detailed schedule and sequence for all demolition work for the proposed project.
 - 1. Removal of existing deteriorated concrete and reinforcing members not intended for reuse.
 - 2. Removal of unsuitable materials and construction related waste and debris.

3.3 DISPOSAL OF DEMOLITION DEBRIS

- A. Material resulting from demolition shall become the property of the Contractor and shall be properly disposed of at the approved legal site at the Contractor's expense, unless otherwise indicated.
- B. Hauling and proper disposal of materials shall be in accordance with all Federal, State and Local requirements.
- C. Removals may include existing items designated to remain (or to be removed and reset), if the items are damaged or repair is otherwise impractical. Any existing feature scheduled to remain or to be

temporarily removed and reset shall be restored or replaced to match pre-construction conditions at the Contractor's expense.

3.4 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS

- A. The Contractor shall remove all existing items designated for demolition or removal to lines and grades shown on the Drawings or as specified herein.
- B. Excavations and removals occurring in intertidal areas shall be performed during periods of low tide. No in-water work is allowed.
- C. Unsuitable materials may consist of, but are not limited to fugitive concrete, buried remnants, wood, damaged geotextile fabric, and other building material debris; or other unclassified materials encountered during the work that do not meet the project requirements for reuse in the proposed work.
- D. The Contractor shall manage existing stone disturbed by excavation and incorporate the existing stone into the work to the maximum extent feasible, in accordance with this Specification and related sections, provided the material meets the project requirements for an intended use. The suitability of existing stones, recovered by the Contractor, that exceed the size and weight requirements for armor stone shall be assessed by the Engineer. Refer to Specification Section 02300 REVETMENT STONE CONSTRUCTION and related Sections for additional information regarding suitability and reuse of existing stone materials.
- E. The Contractor shall salvage all existing materials that are disturbed or displaced due to related construction activity and are suitable for reuse in the work. Items designated to be salvaged and reused or stored shall be removed and stored in a careful manner so as not to damage any items. Any such material mishandled or damaged in any way shall be replaced at the Contractor's expense.
- F. The Contractor shall process, and separate materials proposed for off-site disposal by mechanical and manual means and to the extent practicable, as required, and as indicated by the Engineer. Loads of material prepared by the Contractor for measurement containing, based on the opinion of the Engineer, excessive proportions of beach sediments or stone, that can reasonably be separated by mechanical means will not be accepted. Existing beach sediment shall not be removed from the beach.
- G. Any depressions caused by the removal stone, debris, or other buried unclassified material shall be filled with suitable granular fill to match surrounding existing grades.
- H. Displaced soils shall be re-graded after removal of stone or debris to match surrounding existing grades as near to their location of origin as practicable, unless directed otherwise. No existing, natural, beach sediment material shall be removed from the beach.

3.5 DEMOLITION AND REMOVAL OF EXISTING CONCRETE STRUCTURES

- A. The Contractor shall remove all existing items designated for removal to lines and grades shown on the Drawings, as required to perform the proposed work, as specified herein, and as directed by the Engineer.
- B. Concrete shall be cut, chipped, or otherwise removed from the concrete structures to the lines and grades as shown on the Drawings, as required to perform the proposed work, as specified herein, and as directed by the Engineer.

- D. All loose and deteriorated material will be removed from the concrete repair areas and properly disposed of on a daily basis in accordance with the Order of Conditions.
- E. Concrete removal shall be carried to dimensions and conditions indicated by the Drawings, unless approved by the Engineer. The boundaries of the areas to be repaired shall be vertically sawcut or cut at an approximately 90-degree angle to a depth of not less than 2 inches to avoid thin or feather edges in the finished surface.
- F. Removals shall also include existing steel reinforcement, inserts, anchors, and other embedded materials that conflict with the proposed work or are otherwise unsuitable to remain in-place and other miscellaneous construction related waste and debris.

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. No separate measurement or payment will be made for work associated with this section. Include all costs for work within this section under items for which Demolition and Removal work is required.

END OF SECTION

SECTION 02300

REVETMENT STONE CONSTRUCTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all labor, equipment, materials, and tools necessary for, and incidental to, the reconstruction of the stone revetment slope, as shown on the Contract Drawings and as specified herein. The work under this Section shall include, but is not limited to, the following items:
 - 1. Excavation, removal and stockpiling for reuse or disposal existing material within limits of proposed revetment repairs as shown on the Contract Drawings.
 - 2. Survey, layout, and measurement as required for revetment slope reconstruction work.
 - 3. Prepare subgrade to the lines and grades shown on the Contract Drawings.
 - 4. Recover, stockpile, and install existing suitable revetment armor and bedding materials encountered within the repair areas and dispose of unsuitable material.
 - 5. Furnish and install supplemental revetment armor and bedding stone to the lines and grades as shown on the Drawings and integrate with existing stones.
 - 6. Transition and blend revetment slopes into existing revetment beyond the repair limits as shown on the Contract Drawings and specified herein.
 - 7. Restore site to pre-construction conditions.
- B. The Contractor shall protect or restore existing site features that abut the work scheduled to remain.
- C. All work shall be performed in accordance with all regulatory requirements within the limits specified herein and indicated by the Contract Drawings.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02003 DEMOLITION AND REMOVAL

1.3 REFERENCES

- A. References herein to any technical society, organization, group, or body are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable:
 - 1. American Society for Testing and Materials (ASTM), latest edition
 - 2. Commonwealth of Massachusetts, Department of Transportation, Standard Specifications for Highways and Bridges (latest edition)
 - 3. International Building Code (IBC), latest edition

REVETMENT STONE CONSTRUCTION

4. Massachusetts State Building Code, latest edition

1.4 SUBMITTALS AND SAMPLES

- A. Contractor shall submit documentation for the source for furnishing all supplemental revetment stone. It is the Contractor's responsibility to determine that the source selected can provide the quality, quantities and stone size needed at the rate needed to maintain the project schedule. If a source for supplemental stone is not accepted for use by the Engineer, the Contractor shall propose other sources. Approval of submitted samples, sources, or quarries shall not be construed as a waiver by the Engineer of the right to reject any stone that does not comply with the requirements noted herein after.
- B. Supplemental stone will be accepted only after its suitability has been established to the satisfaction of the Engineer. Samples of the proposed armor and bedding stones shall be submitted as directed by the Engineer for approval prior to delivery of any stone. The Engineer shall approve proposed procedures for weighing and delivery of stone prior to delivery of any materials. The Engineer may visit the quarry prior to approval of the stone.
- C. Contractor shall record each delivery of supplemental stone to the project. Quantity of armor stone shall be provided in units of stone delivered, size of stones, and tonnage. Quantity of bedding stone shall be provided in units of tonnage.
- D. Delivery slips for armor stone and bedding stone shall be submitted to the Engineer and Town for each delivery of stone to the sites. The Contractor shall maintain a running tally of daily tonnage and tonnage to date. Updated quantity tally shall be submitted to the Engineer and the Town daily.
- E. Contractor shall submit methods, procedures, equipment, and schedule to perform revetment construction as shown on the Contract Drawings and as required to complete the work.
- F. Contractor shall submit method to obtain stone and truck routes for approval.
- G. Contractor shall not order materials until the Engineer's review of submittals has been obtained.

PART 2 - PRODUCTS

2.1 EXISTING STONE

- A. It is the explicit intent of the project to maximize the reuse of existing stone materials in the work to extent feasible. The contractor shall coordinate with the Engineer prior to removing existing stone from the site that is not suitable for reuse.
- B. Existing stone recovered from excavations that does not meet the requirements for other specified uses, or that is generated in excess of the quantities required to complete the corresponding repairs, shall be incorporated into the work as granular fill below revetments and as directed by the Engineer.
- C. Existing stone recovered for reuse as revetment stone shall be of approved quality regarding size, shape, strength, angularity, resistance to abrasion, and durability prior to placement.
- D. Existing stone shall be clean and adequately free from foreign matter. Any foreign matter adhering to the stone shall be removed prior to placement.

REVETMENT STONE CONSTRUCTION

- E. Rounded stone present on the project site shall not be accepted in this work for Armor Stone, Bedding Stone, Core Stone, or Riprap, unless otherwise directed by the Engineer. All recovered stones used for Armor Stone, Bedding Stone, Core Stone, or Riprap shall have at least three (3) flat faces to enable the stones to be properly interlocked together to form a compact mass. No face dimension shall be less than 12 inches.
- F. Existing stones to be used for revetments and riprap shall conform to minimum size requirements as further defined in this specification section and as shown on the Drawings.
- G. Contractor shall provide stone to supplement and/or replace existing stone not suitable for reuse.

2.2 SUPPLEMENTAL STONE

- A. New stone to be used will be accepted only after its suitability has been established to the satisfaction of the Engineer. The stone shall consist of angular, sound, hard, dense, durable, blasted or field stone of good quality and resistant to weathering and disintegration from the marine environment and freeze/thaw cycles, and of an approved and satisfactory quality and shape. Accordingly, mica schist, slate, micaceous or thinly bedded sandstone, shale, coarse limestone, gypsiferous rock, poorly cemented sandstone, and conglomerate or soft or closely jointed rock of any sort shall not be accepted for use.
- B. Stone shall have the physical properties required by ASTM C33 for quarry rock suitable for producing coarse aggregate for concrete, in accordance with ASTM C88 and C131, respectively. The requirements of the abrasion test for all rock shall be a maximum loss of 40 percent.
- C. Stone shall not weight less than 160 pounds or more than 175 pounds per cubic foot, as determined by the standard test for apparent specific gravity (ASTM C127) using representative chips about one inch in size, taken from the stone furnished.
- D. Stone shall be free of seams, cracks, fractures, and other structural defects that will tend to increase its deterioration from natural causes. Inspection of seams, cracks, fractures, and other defects shall be by visual evaluation.
- E. Stone shall be clean and adequately free from foreign matter. Any foreign matter adhering to the stone shall be removed prior to placement.
- F. Stone shall be granite quarry or other stone of approved quality regarding size, shape, strength, resistance to abrasion, and durability, and shall be in angular blocks, as nearly cubical in shape as possible. Rounded stone shall not be accepted, and all stone shall have at least three (3) flat faces to enable the stones to be properly interlocked together to form a compact mass. No face dimension shall be less than 12 inches.
- G. New supplemental stone shall conform to minimum size requirements as further defined in this specification Section 02300 and as shown on the Drawings.
- H. Armor Stone shall weigh between eight (8) and twelve (12) tons or to the weight and dimensions indicated in the Contract Drawings. Minimum Armor Stone layer thickness shall be 4 feet thick or as otherwise indicated on the Contract Drawings. Toe stones shall be the larger range of the stone size provided.

- I. Bedding Stone shall consist of sound, durable stone, ranging in size from 12 to 18 inches in their greatest dimension. Core stone shall consist of granite or other approved stone, in angular blocks, as nearly cubical as possible.

2.3 REJECTION

- A. If, during the course of work, it is found that the stone being furnished by the Contractor does not fully meet all the requirements of these specifications, the Contractor shall be required to furnish other stone of acceptable quality. The Contractor shall remove and dispose of all rejected stone in a manner approved by the Engineer.
- B. The right is reserved to reject materials from certain localized areas, zones, strata, or channels in the quarry when such materials are determined to be unsuitable.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall maintain and stockpile stone material in a safe, approved manner in accordance with all environmental requirements for the project and to protect existing structures and work. See Section 01000- General Requirements for additional coordination requirements.
- B. Contractor shall schedule work and deliveries to avoid impact to abutters and local traffic.
- C. Contractor shall order new stone to supplement existing stone, based on conditions encountered. Prior to ordering new stone, the Contractor shall recover existing stone, as feasible, and as directed, so as to enable the Engineer and Contractor to evaluate size and quantity of new stone for the project.
- D. Contractor to transition reconstruction work to existing to blend and match, as defined, or as directed, to a minimum of twenty feet each side of the work area.
- E. Contractor shall coordinate excavation work during favorable weather conditions and at times when tidal water will not affect the work. No work shall be performed during storm conditions. Contractor to make provisions as necessary to control water during construction.

3.2 REVETMENT STONE

- A. Contractor shall remove existing material as necessary to construct the stone revetment slopes and toe revetments to the lines and grades shown on the Contract Drawings. Material shall be stockpiled for reuse or disposal. See Section 02003- DEMOLITION AND REMOVAL for additional requirements.
- B. Contractor shall provide all necessary excavation to provide a suitable subgrade surface for the proposed stone revetments to the lines and grades shown on the Contract Drawings. There shall be no underwater excavation of material. The cost of excavation shall be included under this item. The excavated material, if suitable, shall be spread upon the beach at the face of the revetment to approximately natural grade. Unsuitable material shall be removed and disposed of.
- C. Contractor shall excavate to subgrade to the limits indicated in the Contract Drawings, prior to placement of stone for revetment reconstructions. Existing visible and exposed damaged filter fabric shall be removed and disposed of in accordance with Section 02003- DEMOLITION AND REMOVAL.

REVETMENT STONE CONSTRUCTION

- D. Revetment stone shall be placed to the lines and grades indicated on the Contract Drawings and in such a manner as to produce a well graded mass of rock with the minimum practicable percentage of voids. Placement shall begin at the bottom of the area to be covered and continue up slope. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass.
- E. Placing stone by dumping it at the top of the slope and pushing it down the slope will not be permitted. No equipment shall be operated directly on the completed revetment system.
- F. Each stone shall be placed individually by equipment suitable for lifting, manipulating, and placing stone of the size specified. Each stone shall be selected with care as to size and shape and placed to obtain firm contact with the maximum number of adjacent stones in order to obtain the best possible interlocking. Contractor shall minimize the voids between placed armor stones by ensuring the suitable size and shape fit as tightly and maximizes the surface contact to adjoining stones to the maximum extent possible. Excessive voids between stones, filled with bedding stone, shall not be allowed. Stones shall be placed in a staggered pattern to prevent continuous joints in the surface. In no event shall small stones or wedges be used to position the armor stones. Rectangular stone shall be placed with its long axis perpendicular to the side slope.
- G. The finished slope shall be free of objectionable pockets of small stones and clusters of larger stones.
- H. Reconstruction of revetment areas shall be done in a manner so that the repaired area is securely tied into existing revetment sections. Existing armor stones outside repair limits shall be removed and reset if required to interlock new stones to existing. In areas where the repair area is adjacent to an un-repaired/damaged area the Contractor shall tie in or extend the revetment so that the end of the repaired area is stable and secure.
- I. Contractor shall transition and blend reconstructed revetment slopes into existing revetment beyond the repair limits.
- J. Any material displaced by any cause before acceptance of the work shall be replaced to the lines and grades as shown on the Contract Drawings, at no additional cost to the Town.

3.3 TOLERANCES

- A. The top of the revetment shall be built to the elevations as shown on the Contract Drawings. The toe stones shall be embedded below the existing grade following the design slope as shown on the Contract Drawings.
- B. The face of the revetment is to be left rough with placing efforts concentrated on setting each stone firmly and well supported by underlying and adjacent stones. Obtaining a smooth slope face is neither necessary nor desirable and will not be permitted.
- C. No individual stones shall project more than 12 inches outside the theoretical slope design line nor less than 6 inches inside the design line. Elevations of adjacent armor stones shall be within 12 inches of each other.
- D. Stones placed beyond the specified limits, as herein extended, will not be paid for and may be required to be removed and reset at the expense of the Contractor.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. REVETMENT RECONSTRUCTION, item 02300-1, shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- B. SUPPLEMENTAL REVETMENT STONE, item 02300-2, shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetment.

4.2 PAYMENT

- A. REVETMENT RECONSTRUCTION associated with the Contract shall be paid for under Contract Items 02300-1. Payment shall include full compensation for the reconstruction of revetment slope, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- B. SUPPLEMENTAL REVETMENT STONE, associated with the Contract shall be paid for under Contract Items 02300-2. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- C. Revetment stone shall only be paid for within the revetment repair pay limits as shown on the Contract Drawings or as approved by the Engineer. No payment will be made for stone utilized for the Contractor's access or convenience.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
02300-1	REKETMENT RECONSTRUCTION	LINEAR FOOT
02300-2	SUPPLEMENTAL REVETMENT STONE	TON

END OF SECTION

SECTION 02368

STEEL SHEETING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The Contractor shall provide all labor, equipment, materials, tools and accessories to complete the work in this section. This work includes, but is not necessarily limited to, installation of new steel sheet piling, welding, cutting, splicing or modifications, and installation of reinforcing to the limits as indicated on the Contract Drawings, and as specified herein.
- B. The Contractor to weld punching shear resistor (PSR) studs to the sheet piles as shown in the Contract Drawings.
- C. The Contractor shall protect or restore existing site features that abut the work scheduled to remain.

1.2 REFERENCES

- A. References herein to any technical society, organization, group, or body are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable:
 - 1. American Society for Testing and Materials (ASTM), latest edition
 - 2. Commonwealth of Massachusetts, MassDOT Department, Standard Specifications for Highways and Bridges (latest edition) – Division II, Section 100, 200, 300 and 400, Division III
 - 3. American Institute of Steel Construction (AISC), Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, latest edition.
 - 4. Steel Structures Painting Manual: Surface Preparations Specifications (SSPC) Commercial Blast Cleaning, SSPC-SP-6-63.
 - 5. American Welding Society (AWS) D1.1: Structural Welding Code - Steel
 - 6. International Building Code (IBC), latest edition
 - 7. Massachusetts State Building Code, latest edition

1.3 RELATED SECTIONS

01000	GENERAL REQUIREMENTS
02002	MOBILIZATION AND DEMOBILIZATION
03300	MARINE CONCRETE
03400	CONCRETE REPAIR AND CONSTRUCTION
05000	MISCELLANEOUS METALS
09900	COATINGS

1.4 SUBMITTALS AND SAMPLES

- A. Submit manufacturer's specifications of products and maintenance manuals for pile hammer and auxiliary equipment. Submittal shall include type, make, maximum rated energy, and rated energy per blow of hammer, weight of striking part of hammer, weight of drive cap, details, type and structural properties of hammer cushion and type of leads.
- B. Submit a description of the method and equipment to be used, as well as a detailed work sequence and schedule, for approval by the Engineer, before work shall proceed.
- C. Pile driving submittals: A complete installation log for pilings within five days of installation. Log shall include depth of penetration, pile toe and cutoff elevations, date installed and other pertinent pile installation behavior.
- D. Submit shop drawings or product data for all materials and equipment required under this Section.
- E. Submit a detailed work sequence, schedule and methodology for all proposed work.

1.5 UTILITIES AND PROTECTION

- A. The Contractor shall locate and mark underground utility lines before commencing work. Utility services to remain shall be protected from damage and shall be plotted on the Record Plans by the Contractor. Utilities which are not active shall be protected or properly removed as directed by the Engineer and the Owner. Existing utilities shall not be interrupted except when authorized in writing both by the Engineer and by authorities having jurisdiction.

1.6 SUBSURFACE DATA

- A. Bidders are expected to examine the site and the compiled record of investigations, and then decide for themselves the character of materials to be encountered. No warranty, either expressed or implied, is made as to the accuracy of the subsurface information presented.
- B. Variations in existing ground conditions shall not, under any conditions, constitute grounds for changes in Contract Price, or completion dates of this Contract.
- C. Upon notification to the Owner, the Bidders will be allowed the right to make any subsurface explorations they deem necessary to satisfy themselves of the existing ground conditions.

1.7 QUALITY ASSURANCE

- A. The Engineer shall have access to the work. The Contractor shall make available all materials and equipment necessary at all times for the purposes of inspection. The Contractor shall cooperate with and assist the Engineer's inspection.
- B. Store and handle sheet piling to avoid damage to the piles and pile coating. Bent or kinked piles which, in the opinion of the Engineer, cannot be straightened without damage to the metal shall be rejected.
- C. The Contractor shall be responsible for all damage to pilings until they are incorporated into the structure and the structure is accepted, except as specified otherwise in these Specifications.

- D. Comply with all rules regulations, laws and ordinances of the Commonwealth of Massachusetts, the Town of Scituate and all other authorities having jurisdiction. All labor, materials, equipment and services necessary to make work comply with such requirements shall be provided without additional cost to the Owner.
- E. Use only certified AWS welders for all welding.

1.8 DELIVERY, HANDLING, AND STORAGE

- A. The steel sheet pile components will be procured and stockpiled at the project site in advance of the start of construction. All materials shall be handled with due care from the stockpiled location to the work limits and all work shall be protected in order to avoid damage or deterioration before, during, or after installation at the work locations.
- B. Materials shall be handled and stored in a manner to prevent excessive bending stresses and damage to the piles. Store materials in orderly groups above grade. Block during storage to minimize possible distortion of members. Any member exhibiting variations beyond tolerance limits will be considered distorted and may not be used in the work. Keep steel free from excessive rust.
- C. The Contractor shall store and handle piles to avoid damage to the piles. Contractor shall protect piles during handling, driving, and falsework construction.
- D. The Contractor shall submit to the Owner a means and methods plan providing details on access, lifting, movement, handling, temporary staging and stockpiling of steel sheetpiles and associated materials by Contractor as part of this Contract.

1.9 QUALIFICATIONS

- A. All piling shall be installed by a Contractor experienced in the type of piling work specified. The Contractor shall have at least five (5) years of experience with successful installations of the same general type and class of piles. The superintendent proposed for the work shall have at least five (5) years of experience in pile driving and shall be experienced in piling operations of this class and nature.

PART 2 - MATERIALS

2.1 STEEL SHEET PILING

- A. The steel sheet piles for the repair of the seawall toe shall be conform to ASTM A 572, grade 50.
- B. Sheet pile sections shall be continuously interlocking type with minimum structural characteristics of an PS 31 sheet pile having a minimum weight of 31 psf and minimum thickness of 0.5 inches.
- C. Lengths shall be as shown in the Contract Drawings.
- D. No splices will be permitted within the toe sheeting.
- E. PSR studs shall be welded to the sheet piles as shown in the Contract Drawings.

2.2 COATING

- A. New steel sheet piling shall be coated with coal tar epoxy in accordance with Specification Section 09900.

PART 3 - EXECUTION

3.1 GENERAL

- A. Plan, coordinate, and accomplish the installation of the steel sheet pilings in accordance with the Specifications and as shown on the Contract Drawings.
- B. All sheet piling shall be installed using equipment which will maintain the sheet piling vertical when the hammer and leads are not in place.
- C. Piles shall be installed in such a sequence and method that the alignment of previously installed piles is not affected.
- D. Pick holes in sheet piles shall not be exposed or patched.
- E. If departures from the Contract Drawings and Specifications are deemed necessary, reasons therefore shall be submitted to the Engineer for review. Accepted departures shall be made at no additional cost to the Owner.
- F. All installation of sheeting shall be performed using either an impact hammer or vibratory hammers. Pile hammer shall be of sufficient size to install the sheet piling to the toe elevations indicated by the Contract Drawings.
- G. Use driving methods which will not cause damage to nearby structures, seawalls or to sheet pile being driven. Remove and reset existing riprap stones to facilitate pile driving.
- H. Verify that site conditions will support driving equipment to provide adequate performance for the duration of sheet pile driving operations.
- I. Temporarily stack stones fronting the installed sheet piles prior to revetment construction.

3.2 INSTALLATION OF PILING

- A. Sheet Pile Installation Equipment:
 - 1. Steel sheeting will be driven by approved vibratory or impact hammer.
 - 2. The Contractor shall provide and maintain, in good operating condition, all equipment complete with supplemental equipment (hydraulic systems, hose, adapters, etc.) as recommended by the hammer manufacturer, as necessary for proper and efficient handling and installation of sheet piles.
 - 3. Contractor shall maintain equipment in good condition and capable of continuous operation of the pile hammer at full rated speed and remove any equipment failing to meet these requirements, as determined by the Engineer, and replace with equipment acceptable to the Engineer.

4. The Contractor is responsible for providing a hammer capable of driving sheets to the indicated minimum tip elevation. The Engineer may require change in hammer if installation is not achieving proper depth, at no additional cost to the Owner.
5. Hammers shall at all times be operated at rates and energy outputs recommended by the manufacturer for the driving conditions encountered and as accepted by the Engineer.

B. Driving and Installation:

1. Contractor shall perform demolition and prepare area to the approval of the Engineer prior to driving sheeting. Contractor shall maintain alignment as indicated by the Drawings.
2. Pile driving shall be performed in the presence of the Engineer and suitable notice shall be given in advance of pile driving operations. Each pile shall be driven continuously without interruption to the required pile tip elevation.
3. Jetting will not be permitted.
4. Sheet pile shall be lifted and handled in such a manner that maximum bending stress does not exceed 22,500 psi.
5. Prior to setting, sheet piles shall be clean and inspected for defects and proper interlock dimensions. Each sheet pile shall have sufficient clearance in the interlock to slide under its own weight in the previously placed sheet pile. Sheet pile interlocks shall be gauged to verify that the thumbs of the interlocks are of the proper size to fit the corresponding interlock opening.
6. Deliver hammer blows on central axis of sheet piles.
7. Protect sheet pile head during driving. Provide full bearing on piles for distribution of hammer blow. Do not damage sheet piles during driving operations.
8. Sheet piles shall be driven in pairs in a stepped fashion to minimize adjacent sheets from jumping interlock connections.
9. Drive sheet piles to toe elevations shown. Sheet piles that are raised during driving of adjacent sheet piles shall be re-driven as required by the Engineer.
10. Avoid subjecting piles to excessive or undue stress. Any pile driven in the wrong position or damaged by reason of defects or by driving, shall be withdrawn and replaced by a new pile. No payment shall be made for the unacceptable pile and the Contractor shall be responsible for the actual replacement of the pile, at no additional cost to the Owner.
11. Piles shall be undamaged after driving. If piles are installed out of the specified tolerances, notify the Engineer immediately. No payment will be allowed for additional piles required by improper driving.

C. Accuracy and Tolerances:

1. Sheet piles shall be installed with a variation of not more than 1 inch horizontal in 48 inches vertical and shall not vary from the design position shown by more than 3 inches after installation.
2. Pulling sheet piles into alignment or position, or alteration of alignment indicated on the Drawings shall not be permitted without approval of the Engineer.
3. Contractor shall use templates or other suitable methods to ensure the required degree of accuracy.

4. All tolerances specified herein refer to sheet piles after installation.
5. Cut off to specified elevation within 0.25 inches.

3.3 OBSTRUCTIONS

- A. All rocks, timbers, debris or other obstructions which interfere with driving of the piles, shall be penetrated, cored or removed by the Contractor, at no additional cost to the Owner. Such debris and obstructions shall be removed.
- B. If an abrupt increase in driving resistance is encountered, the driving shall be stopped. If the pile has not been advanced to the indicated tip elevation at the time that driving is stopped, the Contractor shall notify the Engineer and shall, subject to the acceptance of the Engineer, extract the pile and attempt to clear the obstruction by spudding, probing or some other technique.
- C. If the obstruction cannot be cleared by spudding, the Contractor shall core or drill through the obstruction or presplit the obstruction.
- D. The Contractor shall, subject to the acceptance of the Engineer, select a method of coring or drilling compatible with material through which the hole is to be made. The hole shall be advanced by drilling and/or chopping inside a temporary steel liner or casing. Pilot holes may be advanced to determine the extent of obstruction but blasting in either the pilot holes or in the full diameter holes will not be permitted. Coring or drilling shall proceed only to the depth required to penetrate the obstruction.
- E. All spoil shall be controlled to minimize disturbance to site conditions and hindrances to pile installation procedures and requirements.
- F. Piles shall be installed to the full depth of the hole immediately after completion of each cored or drilled hole and the void around the pile shall be filled with Crushed Stone or Granular Fill. The fill shall extend from the bottom to top of the cored or drilled hole.
- G. Details of the coring or drilling equipment and methods shall be submitted to the Engineer for review, at least two weeks prior to beginning the work.
- H. Piles abandoned because of obstructions shall be pulled out at the discretion of the Engineer and the hole filled with sand or crushed stone.

3.4 DAMAGED AND MISPLACED SHEET PILES

- A. Remove and replace any sheet pile that is kinked, bent, or damaged because of internal defects or by improper handling or installation, or that is impaired for its intended use.
- B. All work of removal and cost of replacement, including sheet pile material costs, shall be borne by the Contractor, at the Contractor's sole expense.

3.5 INSPECTION AND MONITORING

- A. Protect all structures, equipment, underground and above ground utilities from damage during pile driving operations.

1. Contractor is responsible for any and all damages to existing structures and utilities as a result of pile installation operation.
2. Contractor shall coordinate with the Owner and other agencies to locate existing utilities in the Work Area and shall report conflicts to the Owner.
3. Repairs of damage to existing structures and utilities resulting from the Work shall be performed at the expense of the Contractor, at no cost to the Owner.
4. Field observation shall be performed by the Engineer. The Contractor shall keep driving records and produce pile driving records at the completion of the work.

3.6 PILE DRIVING RECORDS

- A. During the course of the Work, maintain a complete record of pile installation, and at completion of pile work submit four (4) copies of record drawings or an electronic file to the Owner and Engineer, which shall include the following data for each pile:
1. Project name and number and Name of Contractor
 2. Pile location and number
 3. Type of pile driving cap block or hammer cushion used, if any
 4. Rate of operation of pile driving equipment
 5. Pile dimensions
 6. Elevation of pile bottom point
 7. Elevation of butt before and after cut-off
 8. Grade Elevation
 9. Pile uplift and re-driving, if performed
 10. Type of pile
 11. Date, time, total depth of penetration, rate of penetration, number of blows for every foot of penetration and number of blows for the last 12 inches of penetration (if impact hammers are used)
 12. Hammer specifications
 13. As-built location of piles as driven, with variations from plan locations indicated as well as inclinational and torsional variations, and as-built cut-off elevations. The Contractor as-built plans shall be provided prior to demobilization of the piling equipment to allow problems to be corrected (i.e. additional piles to be driven, piles to be re-driven) without the need for a remobilization
 14. Variations in plumbness
 15. Any unusual phenomena encountered in driving piles
 16. At the completion of pile work, submit a report containing copies of records and drawings.

3.7 SHEET PILE CUTOFF

- A. The Contractor shall trim the tops of sheet piles excessively spread, mushroomed, or otherwise deformed during driving, at the Contractor's sole expense.
- B. After driving has been completed, the tops of the sheet piles shall be cut square at the elevation shown on the Contract Drawings. Cutoffs shall be removed and disposed of off-site by the Contractor.
- C. Defective Work
 - 1. The following shall be grounds for rejection and replaced at no additional cost to the Owner:
 - a. Any damaged parts.
 - b. Any parts improperly installed in the work.
 - c. Any items found not to have the proper coating.
 - d. Otherwise not according to Contract Documents.

3.8 CLEANUP

- A. At the end of all sheet piling installation operations and before acceptance of the work, the Contractor shall remove all debris, materials, rubbish, etc., from the site, disposing of them in a manner satisfactory to the Engineer. The premises shall be maintained clean, presentable and satisfactory.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The Contractor will be paid under the contract unit price per Linear Foot for payment Item 02368-1, STEEL SHEET PILES (15 FEET LONG), which unit price shall include full compensation for all survey, supervision, materials, falsework, tools, equipment, labor and incidental or appurtenant work required to install the steel sheet piles as indicated on the Contract Drawings, as specified herein, and as directed.

4.2 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
02368-1	STEEL SHEET PILES (15 FEET LONG)	Linear Foot

END OF SECTION

SECTION 03300

MARINE CONCRETE

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Work covered under this section consists of providing all survey, supervision, labor, material, tools and equipment, and services necessary for, and incidental to, the construction of concrete and cementitious elements associated with the proposed project, as indicated below, as shown on the Contract Drawings and as required to complete the work. This work includes but is not limited to, the following:
 - 1. Preparation, forming, pouring, finishing, and curing cast-in-place concrete for seawall repairs and seawall toe infill.
 - 2. Concrete reinforcement and accessories.
 - 3. Restoration of the site to pre-construction conditions.
- B. All work shall be performed in accordance with all regulatory requirements within the limits specified herein and indicated by the Contract Drawings.

1.2 REFERENCES

- A. References herein to any technical society, organization, group, or body are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable:
 - 1. American Concrete Institute (ACI), latest edition: SP-15; 211; 301; 304; 305; 306; 309; 311; 315; 318
 - 2. American Society for Testing and Materials (ASTM), latest edition: A185; A615; A706; A767; C31; C33; C39; C94; C143; C150; C231; C260; C494; C989
 - 3. American Welding Society (AWS), latest edition: D1.4
 - 4. International Building Code (IBC), latest edition
 - 5. Massachusetts State Building Code, latest edition
 - 6. American Association of State Highway and Transportation Officials (AASHTO)

1.3 RELATED SECTIONS

01000	GENERAL REQUIREMENTS
02002	MOBILIZATION AND DEMOBILIZATION
02003	DEMOLITION AND REMOVAL
03400	CONCRETE REPAIR AND CONSTRUCTION
05000	MISCELLANEOUS METALS
09900	COATINGS

1.4 SUBMITTALS AND SAMPLES

- A. Procedures and Equipment. The Contractor shall submit methods, procedures, and equipment for placing concrete at locations indicated on the Contract Drawings.
- B. Concrete Mixture Design: At least 30 days prior to concrete placement, submit proportions for the concrete mixture(s) that meets the properties specified and is suitable for the job conditions. Submit a complete list of materials including type; brand; source and amount of cement, fly ash, pozzolans, silica fume, ground slag, aggregate and admixtures; and applicable reference specifications. Submit additional data regarding concrete aggregate if the source of aggregate changes. Include copies of test reports showing that the mix has been successfully tested to produce concrete with the properties specified. The mixture shall be prepared by an accredited laboratory experienced in this field and under the direction of a licensed/registered civil engineer, who shall sign all reports and designs. The submittal shall clearly indicate where each mixture will be used.
- C. Material Test Reports: For the following, submit from a qualified testing agency, indicating compliance with requirements:
 - 1. Aggregates. Submit test results for aggregate quality in accordance with ASTM C33, gradation curves, and combined gradation curve for grading proposed for use in the work and used in the mixture qualification. Submit test results confirming the potential for alkali-silica reaction are within allowable limits in accordance with ASTM C1260.
 - 2. Cement: Submit mill test report with the concrete mixture design submittal. Mill test reports shall be no more than 6 months old.
 - 3. Material Test Certification: For each of the following, signed by manufacturers:
 - a. Cementitious materials: fly ash, ground granulated blast-furnace slag, silica fume. Test results shall be no more than 6 months old.
 - b. Admixtures.
 - c. Steel reinforcement and accessories.
 - d. Bonding agents.
 - e. Repair materials.
- D. Concrete Shop Drawings
 - 1. Steel Reinforcement Shop Drawing: Provide drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, supports for concrete reinforcement, and concrete cover. Indicate proposed methods for splicing reinforcing.
- E. Concrete Placement: Submit description of proposed placement procedures and technical literature for equipment and methods proposed for use in placing concrete. Include pumping or conveying equipment including type, size and materials for pipe, valve characteristics, and the maximum length and height concrete will be pumped. No adjustments shall be made to the mix design to facilitate pumping or placement without the acceptance of Engineer. Submit technical literature for equipment and methods proposed for vibrating and compacting concrete.

- F. Concrete Finish - At location acceptable to the Engineer and Owner, demonstrate methods used for construction, including forming and finishing conditions required for the project using materials, workmanship, joint treatment, form ties, patching techniques, and curing methods to be used throughout the project
- G. Submit batch tickets for each load of concrete delivered to the project site.
- H. Submit qualification data for Concrete Supplier and Contractor's Independent Testing Agency.
- I. Test Reports. Submit results for field test completed on fresh concrete and compressive strength tests complete on hardened concrete. Test shall be submitted to the Engineer no later than 1 day of Contractor receipt of reports.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Field Testing Technician and Testing Agency Qualifications: An independent testing agency shall be provided by the Contractor and approved by the Owner.
 - 1. Work on concrete shall be performed by an ACI Concrete Field Testing Technician Grade 1 or Grade 2 qualified in accordance with ACI SP-299 or equivalent. Equivalent certification programs shall include requirements for written and performance examination as stipulated in ACI SP-299.
 - 2. Testing agencies that perform testing services on reinforcing steel shall meet the requirement of ASTM E 329.
 - 3. Testing agencies that perform testing serviced on concrete materials shall meet the requirements of ASTM C 1077.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- D. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code Reinforcing Steel".
- E. All products shall be installed in accordance with the manufacturer's recommendations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Cast-in-Place Concrete
 - 1. Follow ACI 301, ACE 304R, and ASTM A 934 requirements and recommendations. Do not deliver concrete until forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground. Protect materials from contaminants such as grease, oil and dirt. Ensure materials can be accurately identified after bundles are broken and tags removed.

1.7 TESTS

- A. All testing shall be conducted by the Contractor at the Contractor's expense.
- B. Testing results shall immediately be sent to the Engineer upon receipt by the Contractor from the testing firm.
- C. Testing Agency Qualifications. An independent sampling and testing agency shall be provided by the Contractor. Submit qualifications of proposed concrete testing agency and technicians.
 - 1. Field Testing Technicians: ACI Concrete Field Testing Technician Grade I qualified in accordance with ACI SP-2.
 - 2. Laboratory Testing Technicians: ACI Concrete Strength Testing Technician and Laboratory Testing Technician, Grade I or II qualified in accordance with ACI SP-2.
- D. Tests of cement and aggregates will be performed to ensure conformance with the requirements stated herein, and under provisions of the General Conditions.
- E. Submit proposed mix designs using $\frac{3}{4}$ -inch, and $\frac{3}{8}$ -inch aggregate mix to the Engineer for review prior to commencement of concreting operations.
- F. Testing firm will perform slump tests in accordance with ASTM C143.
- G. Testing firm shall make and cure concrete test cylinders in accordance with ASTM C31 and perform laboratory compressive strength tests in accordance with ASTM C39.
- H. One set of four concrete test cylinders will be taken for every 25 cubic yards, or as otherwise directed by the Engineer.
- I. One slump test will be taken for every concrete truck, or as otherwise directed by the Engineer.
- J. Air entrainment tests shall be performed in accordance with ASTM C231 or ASTM C173.

PART 2 - MATERIALS

2.1 CONCRETE MATERIALS

- A. Cementitious Material:
 - 1. Portland Cement. ASTM C595 Type II.
 - 2. Ground Granulated Blast-Furnace Slag, ASTM C989, Grade 120.
- B. Aggregate:
 - 1. Provide from one source of supply to ensure uniformity in color, size, and shape unless otherwise accepted by the Engineer.
 - 2. Do not use aggregates containing soluble salts or other substances such as iron sulphides, pyrite, marcasite or ochre, which can cause stains on exposed concrete surfaces.
- C. Fine Aggregate:

1. Optional grading in ASTM C33 shall apply.
2. Restriction on reactive material in ASTM C33 shall apply.
3. Use clean, sharp, natural sand. Do not use dune sand, or manufactured sand from a crushing operation.

D. Coarse Aggregate:

1. Use Size Number 67 for mixes having a maximum coarse aggregate size of $\frac{3}{4}$ inch.
2. Class designation is 3S per ASTM C33.
3. Use crushed stone processed from natural rock or stone or washed gravel – either natural or crushed. Do not use pit of bank run gravel.
4. Maximum aggregate size shall be $\frac{3}{4}$ inches, except in areas designated by Engineer requiring or $\frac{3}{8}$ -inch aggregate.

E. Water: potable

2.2 ADMIXTURES

- A. Source: Provide all admixtures used in the concrete mix from the same manufacturer.
- B. Admixtures performance: Provides dense, durable concrete resistant to chemical attack, wear, rebar corrosion, freeze/thaw attack, cracking, and segregation. All admixtures used shall be compatible. All admixtures shall be free of chlorides and other corrosive chemicals.
- C. Air Entrainment: ASTM C260.
- D. Water reducing agent: “Sonotard WR” by Sonneborn Building Products, “WRDA” by W.R. Grace & Company, “Pozzolith 100” by Master Builders Company or equal as approved by the Engineer and conforming with ASTM C 494 Type A.
- E. Air-entraining agent: “Aerolith” by Sonneborn Building Products, “Darex” by W.R. Grace & Company, “MB-VR” by Master Builders Company or equal as approved by the Engineer and conforming with ASTM C 260. To be used to obtain percent air-entrainment specified unless obtained by cement used.
- F. High Early Agent: “Pozzolith 122-HE” by Master Builders Company or equal as approved by the Engineer and conforming to ASTM C 494 Type C and E.
- G. Penetrating sealer shall be Sikagard 70, 1W as manufactured by Sika Corporation, Lyndhurst, NJ or approved equal.

2.3 BONDING AGENT

- A. Bonding agent shall be Sika Armatex 110 EPOCEM or approved equal.

2.4 CORROSION INHIBITOR

- A. Corrosion inhibitor shall be Sika Armatex 110 EPOCEM or approved equal.

2.5 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete of the following characteristics:
1. Compressive Strength
(7 days): 4,000 psi
(unless otherwise specified)
 2. Compressive Strength
(28 days): 5,000 psi
(unless otherwise specified)
 3. Aggregate Size (maximum) for 3/4" mix: 1" largest dimension
 4. Aggregate Size (maximum) for 3/8" mix: 1/2" largest dimension
 5. Aggregate Size (minimum): 25% passing #50 sieve
 6. Air entrainment: 5% to 8%
 7. Maximum Total Water to Cementitious Material Ratio (W/C): 0.45 (max)
 8. Slump: 3 to 6 inches
 9. Minimum Cementitious Material Content: 585 lbs. per cubic yard
- C. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
- D. Add air entraining agent to concrete mix.
- E. Use water-reducing admixtures in strict compliance with the manufacturer's directions. Admixtures to increase cement dispersion, or to provide increased workability for low-slump concrete, may be used at the Contractor's option subject to the Engineer's approval.
- F. If pumping process is utilized to convey concrete, established concrete mixtures may require increased proportion of cement and fine aggregate and a decreased proportion of coarse aggregate, but these mixtures may not be altered more than:
- | | |
|------------------|------------------------------|
| Cement | plus 20 lbs. per cubic yard |
| Fine Aggregate | plus 50 lbs. per cubic yard |
| Coarse Aggregate | minus 50 lbs. per cubic yard |
- G. Should approved concrete mix provide excess air bubbles in vertical faces, Engineer may request mix redesign utilizing fly ash or other admixtures.

2.6 CONCRETE REINFORCEMENT

- A. Reinforcing steel shall conform to ASTM Specification A 615, Grade 60; Epoxy coated, ASTM A775. Do not use uncoated reinforcing steel. Reinforcing steel shall be supplied in the shape and length required for the project without modification in the field.
- B. If the number of bars is shown on the drawings, the number given shall govern over the spacing.
- C. Splicing of bars and details not covered herein shall be in accordance with the recommendations of "Manual of Standard Practice for Detailing Reinforced Concrete Structures ACI 315."
- D. Obtain Engineer's approval of all splices not shown on the Drawings.
- E. Tie wire shall be 16-1/2 gauge or heavier zinc or plastic-coated wire.

2.7 FORMWORK

- A. Bar supports shall be Class 1 plastic coated wire bar supports or plastic bar supports.
- B. Formwork shall be sufficiently strong and stiff to prevent deflection during concrete placement.
- C. Structurally design forms to meet applicable safety regulations, OSHA regulations and other codes.
- D. Finished concrete tolerances shall be minus ¼ inch and plus ½ inch from the dimensions shown.
- E. All concrete edges shall have a formed ¾-inch chamfer, unless otherwise indicated.
- F. Forms shall be left in place a minimum of 3 days after concrete placement.
- G. Form ties shall have conical or spherical type inserts such that no metal is left within 1 inch of the concrete surface when tie ends are removed. Patch form holes with no-shrink grout.
- H. Form ties shall not be in contact with reinforcing steel. Maintain a minimum ½-inch clearance between reinforcing steel and form ties.
- I. Construction joints shall be formed with a keyway sufficient to transfer concrete shear capacity. Forming detail shall be subject to approval by the Engineer prior to placing any concrete.

2.8 MATERIALS FOR CURING CONCRETE

- 1. Impervious Sheeting. ASTM C171; waterproof paper, clear or white polyethylene sheeting, or white burlap-polyethylene sheeting.
- 2. Pervious Sheeting. AASHTO M 182 Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- 3. Liquid curing compound. ASTM C309, white-pigmented, Type 2, Class B

2.9 DOWELS

- A. ASTM A615, Grade 60, epoxy coated steel.

2.10 MORTAR, EPOXY ADHESIVE

- A. Repair mortar (pre-blended) for troweled application shall be SikaTop®-123 Plus system or approved equivalent.
- B. Repair mortar for formed application shall be Sikacrete-211 SCC Plus or approved equivalent.
- C. Cementitious grout shall be high-strength, non-shrink, non-metallic, cement-based grout conforming to ASTM C1107 and suitable for the saltwater/marine environment.
- D. Epoxy adhesive shall be a two-component system, suitable for the marine environment. Hilti HIT RE-500 or approved equivalent.

2.11 EPOXY RESIN FOR CRACK REPAIRS

- A. Epoxy resin for repair of concrete cracks not greater ¼" wide shall be Sikadur®-35 Hi-Mod LV, or approved equivalent. For pressure injection of cracks, use only with compatible port and crack seal products. Epoxy resin shall be handled and installed in accordance with the manufacturer's recommendations.

2.12 EXPANSION JOINTS

- A. Expansion joint filler material shall be a non-extruding and resilient bituminous type, preformed, 5/8" thick unless indicated otherwise.
- B. Backer-rod shall be closed cell foam sized and installed per the manufacturer's recommendation based on gap width.
- C. Apply elastomeric joint sealant per the manufacturer's recommendations.

2.13 ELASTOMERIC JOINT SEALANT

- A. Elastomeric joint sealant shall be SikaFlex®-1A or approved equivalent. Color shall be white or gray, as approved by the Owner.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare and clean previously placed concrete by cleaning with potable water and steel brush in preparation for new concrete.
- B. At locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels, and use approved epoxy adhesive in accordance with the manufacturer's recommendations.
- C. Treat existing steel reinforcing to remain with approved corrosion inhibitor product in accordance with the manufacturer's recommendations.

3.2 PLACING CONCRETE

- A. Notify Engineer minimum of 24 hours prior to commencement of concreting operations.
- B. Do not place concrete until soil bottoms, inserts, embedded parts and other work to be built into the concrete have been inspected and approved by the Engineer and by all trades concerned.
- C. Before concrete placement, all reinforcement, anchors, and dowels shall be cleaned with pressurized potable water, to the satisfaction of Engineer. Water, dirt and debris shall be removed from within the area in which concrete is to be placed.
- D. Convey concrete from the mixer to the place of final deposit as rapidly as practicable by methods, which will prevent separation or loss of ingredients, and in a manner, which will assure that the required quality of the concrete is retained.
- E. Deposit, deliver, and place concrete so that the time lapse between batching and placement shall not exceed 90 minutes. Concrete shall not be allowed a free fall of over 4 feet. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing.
- F. Concrete placement shall be consolidated using vibration equipment, or other method, in accordance with ACI 309R, and as approved by the Engineer. Contractor shall ensure concrete placement fronting and underneath the existing seawall fills the entire void.
- G. Mass Concrete: Concrete shall have an initial placement temperature less than 65 degrees Fahrenheit. Temperature may be achieved by cooling the aggregate, by chilling or fogging, or other suitable and acceptable means that will not significantly alter the moisture content of the aggregate within the stockpile.
- H. Concrete Temperature: ASTM C 1064/C 1065M; one test hourly when air temperature is 40 degrees F (4.4 degrees C) and below and when 80 degrees F (27 degrees C) and above.
- I. Place Concrete in accordance with ACI 301.
- J. Hot Weather Placement: ACI 305.
- K. Cold Weather Placement: ACI 306.
- L. Ensure reinforcement, inserts, embedded parts, formed joints and expansion joints are not disturbed during concrete placement.

3.3 FINISHES AND EXPOSED SURFACES

- A. All concrete shall be screeded to the established elevations, then steel troweled to the finish lines on the drawings with allowable tolerance not exceeding 1/8 inch in any direction where treated with a 10-foot long straightedge. Finishes shall be trowel, float, or broom as indicated on the Contract Drawings.
- B. Honeycombing on any exposed surface shall be patched with non-shrink grout to the approval of the Engineer.

- C. If the above requirements are not met, the Contractor shall, at its own expense, correct the conditions, as directed by the Engineer, using materials and methods approved by the Engineer.

3.4 PATCHING

- A. Patch imperfections as directed by the Engineer.

3.5 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels and lines, details and elevations.
- B. Repair or replace concrete not properly placed or of the specified type.

3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with this specification.

3.7 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Forms shall remain in place for a minimum of 3 days or as approved by the Engineer.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- D. In lieu of moist curing for 5 days, Contractor shall provide curing agent (penetrating sealer) to concrete immediately following removal of forms.

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. No separate measurement or payment will be made for work associated with this section. Include all costs for work within this section under items for which marine concrete work is required.

END OF SECTION

SECTION 03400

CONCRETE REPAIR AND CONSTRUCTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section includes all work and operations required for the repairs to the concrete seawall, as shown on the Contract Drawings. This work includes but is not limited to the following:
1. Preparation, forming and pouring concrete and other repair work for the various concrete seawall repairs.
 2. Seawall toe repair with concrete fill.
 3. Seawall spall repairs.
 4. Seawall horizontal and vertical crack repairs.
 5. Protection of site features to remain.
 6. Restoration of sites to pre-construction conditions.

1.2 RELATED SECTIONS

01000 GENERAL REQUIREMENTS
02003 DEMOLITION AND REMOVAL
03300 MARINE CONCRETE
05000 MISCELLANEOUS METALS
09900 COATINGS

1.3 SUBMITTALS AND SAMPLES

- A. Concrete repairs: The Contractor shall submit the following for concrete repairs:
1. Product data for concrete, crack, and spall repair materials, miscellaneous steel components, and reinforcing.
 2. Shop drawings for reinforcing.
 3. Shop drawings for temporary framing and falsework.
 4. Submittals in accordance with Section 03300 and other related Specification Sections.

PART 2 - MATERIALS

- 2.1 Materials under this Section shall be in accordance with Part 2 of Specification Section 03300 MARINE CONCRETE and as specified in subsequent parts.

PART 3 - EXECUTION

3.1 DEMOLITION AND REMOVALS

- A. Demolition, removal, and legal disposal or recycling of items to be removed and construction related debris shall be in accordance with Section 02003 DEMOLITION AND REMOVAL.

3.2 PREPARATION – CONCRETE REPAIRS

- A. Existing concrete shall be cut, chipped, or otherwise removed from the seawall to the lines and grades as shown on the Contract Drawings and as directed by the Engineer.
- B. Contractor shall submit information on hammer capable of removing concrete as specified. Contractor shall provide field test hammering to demonstrate ability of hammer to remove concrete and to explore the soundness of concrete areas. Engineer may require hammer change to achieve required demolition.
- C. All loose and deteriorated material will be removed from the concrete structures requiring repairs and properly disposed of on a daily basis in accordance with the Order of Conditions.
- D. Existing concrete removal shall be carried to dimensions indicated by the Drawings, unless approved by the Engineer. The boundaries of the areas to be repaired shall be vertically sawcut or cut at an approximate 90-degree angle to a depth of not less than 2 inches to avoid thin or feather edges in the finished surface.
- E. Areas to receive new concrete shall be prepared and cleaned using water jets to the approval of the Engineer.
- F. The Engineer shall be notified upon completion of all preparation work for inspection prior to installation of reinforcing steel and concrete, and to verify limits of sound concrete.

3.3 CONCRETE REPAIRS – GENERAL

- A. Following Contractor notification on completeness of concrete excavation, the Engineer shall inspect and determine if additional concrete excavation is required. Based on the condition of the concrete following excavation, Engineer shall provide direction on type of repair consistent with the methods specified herein.
- B. Remove all loose, weak, or otherwise damaged concrete and deleterious materials from surfaces to receive concrete repair. Clean and wash existing surfaces to provide proper conditions for placement of concrete. Substrates to receive concrete shall be saturated surface dry with no standing water when new concrete is placed.
- C. All existing exposed reinforcement to be reused for the proposed repairs shall be thoroughly cleaned by sandblasting or wire brushing to near-white condition, and any exposed reinforcing steel that is corroded or otherwise unsuitable shall be removed and new reinforcing, of equal size and type, shall be installed.

The suitability of existing reinforcing steel for reuse in the repair work shall be determined by the Engineer.

- D. The Contractor shall prepare and treat existing reinforcing steel that is exposed during concrete repair work that is not removed and replaced, including cut-off ends of existing reinforcing and other embedded steel, with Corrosion Inhibitor in accordance with the product manufacturer's recommendations, as specified in Section 03300 MARINE CONCRETE.
- E. Bonding agent shall only be applied to existing concrete prior to the placement of new concrete where noted, or as directed by the Engineer.
- F. Install forms; place reinforcing; and pour, finish, protect, and cure concrete at the areas as indicated by the Drawings, as specified herein, and as specified in Section 03300 MARINE CONCRETE.
- G. Trowel or float finish shall be applied to the top surfaces of concrete seawalls (seawall cap).
- H. The edges of new and repaired concrete shall receive a tooled radius edge profile or chamfer as indicated on the Contract Drawings. The Contractor shall provide a formed $\frac{3}{4}$ " chamfer at the edges of all new and repaired concrete elements if not otherwise specified.
- I. Expansion joints shall be installed between seawall joint repairs to match the existing, as indicated on the Contract Drawings, and as indicated or approved by the Engineer.

3.4 SEAWALL TOE REPAIR – CONCRETE FILL

- A. Excavate and remove existing material and revetment stones as required to perform seawall toe repair as indicated in the Contract Drawings and specified herein.
- B. Provide reinforcement and dowels as shown in the Contract Drawings.
- C. Concrete and reinforcing steel shall be installed to the lines and grades as shown in the Contract Drawings and as specified in this Specification Section.
- D. New concrete shall be placed or pumped at the toe of the seawall to fill voids under the wall and surrounding the existing sheet piles, up to the new sheet piles, as shown in the Contract Drawings.

3.5 SEAWALL SPALL REPAIRS

- A. Demolish and remove existing deteriorated concrete at repair locations as indicated on the Contract Drawings and as specified herein.
- B. Sawcut at limits of repairs. Remove 2 inches minimum from edge of deterioration into sound concrete.
- C. For areas 2-inches or less in depth no reinforcement is required. For areas between 2-inches and 4-inches in depth, provide 3-inch by 3-inch W1.4/W1.4 epoxy coated welded wire fabric anchored to the existing structure by hooked dowels set using epoxy adhesive with a minimum 8 inches of embedment. For areas greater than 4-inches in depth, provide #5 epoxy coated rebar at 12-inches on center each way.
- D. Lap splice new reinforcing bars/mesh with existing reinforcing.

- E. Concrete reinforcing steel and concrete shall be installed to the lines and grades as shown on the drawings and as specified in this Specification Section.
- F. Concrete face repair for formed application shall consist of Sikacrete-211 SCC Plus, or approved equivalent. Repair mortar may be substituted for 3/8-inch concrete mix where repair is 3-inches thick or greater.
- G. Concrete face repair for troweled application shall consist of Sikatop-123 Plus, or approved equivalent.

3.6 CONCRETE SEAWALL CRACK REPAIRS

- A. It is the intention of this work to provide repairs to existing cracks as located on the concrete seawall as shown on the Contract Drawings or as directed by the Engineer.
- B. Prior to repairing cracks, existing concrete shall be cleaned and prepared in accordance with Section 03300 MARINE CONCRETE and other related Sections, in accordance with the crack repair product manufacturer's recommendations, as indicated on the Drawings, and as directed by the Engineer.
- C. Concrete spalls and other concrete surface damage that coincides with cracks scheduled for repair shall also be repaired to restore the concrete surface surrounding the cracks to match the adjacent seawall as indicated on the Contract Drawings or as directed by the Engineer.
- D. Horizontal crack repairs shall consist of pressure injection of epoxy resin with a porting device or variable pressure pump to fill the existing crack to the surface of the adjacent wall face. Clean off/ remove crack sealant material and adhesive runs or spills from the crack area.
- E. Vertical crack repairs shall consist of gravity placement or injection of cementitious grout or epoxy grout to fill the existing crack to the surface of the adjacent wall face. Clean off crack area and surrounding concrete surface thoroughly.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. SEAWALL TOE REPAIR – CONCRETE FILL Item 03400-1, shall be measured for payment by the lineal foot or percentage complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- B. REINFORCED CONCRETE PATCH REPAIR Item 03400-2, shall be measured for payment by the square foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measure by the Engineer.
- C. HORIZONTAL CRACK REPAIR Item 03400-3, shall be measured for payment by the lineal foot or percentage complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- D. VERTICAL CRACK REPAIR Item 03400-4, shall be measured for payment for each crack repair location completed as described herein as shown on the Contract Drawings.

4.2 PAYMENT

- A. SEAWALL TOE REPAIR – CONCRETE FILL shall be paid for under Contract Item 03400-1 for the contract unit price per Lineal Foot. Payment shall include full compensation for excavation and resetting of revetment stones, dowels, epoxy adhesive, preparation work, placed reinforced concrete, sampling and testing of concrete, the furnishing of all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- B. REINFORCED CONCRETE PATCH REPAIR shall be paid for under Contract Item 03400-2 for the contract unit price per Square Foot. Payment shall include full compensation for preparation, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, corrosion inhibitor, expansion and contraction joints, concrete, mortar, grout, epoxy, finishing, protection and curing, and all labor, equipment, and incidental items necessary to complete the seawall spall repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals, and incidental or appurtenant work required to perform the seawall spall repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- C. HORIZONTAL CRACK REPAIR shall be paid for under Contract Item 03400-3 for the contract unit price per Lineal Foot. Payment shall include full compensation for preparation, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, corrosion inhibitor, expansion and contraction joints, concrete, mortar, grout, epoxy, finishing, protection and curing, and all labor, equipment, and incidental items necessary to complete the horizontal crack repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals, and incidental or appurtenant work required to perform the horizontal crack repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- D. VERTICAL CRACK REPAIR shall be paid for under Contract Item 03400-4 for the contract unit price per Each. Payment shall include full compensation for preparation, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, corrosion inhibitor, expansion and contraction joints, concrete, mortar, grout, epoxy, finishing, protection and curing, and all labor, equipment, and incidental items necessary to complete the vertical crack repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals, and incidental or appurtenant work required to perform the vertical crack repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
03400-1	SEAWALL TOE REPAIR – CONCRETE FILL	LINEAR FOOT
03400-2	REINFORCED CONCRETE PATCH REPAIR	SQUARE FOOT
03400-3	HORIZONTAL CRACK REPAIR	LINEAR FOOT
03400-4	VERTICAL CRACK REPAIR	EACH

END OF SECTION

SECTION 05000

MISCELLANEOUS METALS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Work under this section shall consist of shop-fabricated ferrous metal items, galvanized, or primed and painted, including bolts, plates, brackets, channels, angles, studs, and all other miscellaneous metal fabrications shown on the Contract Drawings.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02368 STEEL SHEETING
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION
- 09900 COATINGS

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- 1. ASTM A36 Carbon Structural Steel
 - 2. ASTM A53 Pipe, Steel, Black and Hot-Dipped, Zinc-coated, Welded and Seamless
 - 3. ASTM A123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - 4. ASTM A153 Zinc Coating (Hot-Dip) of Iron and Steel Hardware
 - 5. ASTM A307 Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength
 - 6. ASTM A563 Carbon and Alloy Steel Nuts
 - 7. ASTM A780 Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
 - 8. ASTM E935 Performance of Permanent Metal Railing Systems and Rails for Buildings
- B. American Welding Society (AWS)
- 1. AWS D1.1 – Structural Welding Code
- C. Structural Steel Painting Manual (SSPC)
- D. Commonwealth of Massachusetts, Department of Transportation, Standard Specifications for Highways and Bridges (latest edition)

1.4 SUBMITTALS

- A. The Contractor shall submit shop drawings for any steel fabrication, including reinforcing, fixing/splice plates, and bracing.
- B. The Contractor shall indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories.
- C. The Contractor shall indicate welded connections using standards AWS welding symbols. The Contractor shall indicate net weld lengths.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Sections: ASTM A36
- B. Steel Sheet piles shall be in accordance with Section 02368 STEEL SHEETING.
- C. Bolts, Nuts, Washers, and Screws: ASTM A153, A307, A563. All machine bolts and lag screws to be hot-dipped galvanized.
- D. Welding Materials: AWS D1.1; type required for ferrous materials being welded.
- E. Stainless steel shall be Type 316.
- F. Galvanizing shall be by the hot dip method according to ASTM A123 and A153 as applicable.
- G. Cementitious and/or epoxy grout, and epoxy adhesive shall be in accordance with Section 03300 MARINE CONCRETE.

2.2 FABRICATION

- A. The Contractor shall verify dimensions in the field and of related products and materials prior to submission of shop drawings.
- B. The Contractor shall fabricate items with joints tightly fitted and secured. Fabrication shall prevent sharp edges.
- C. The Contractor shall fit and shop assemble in largest practical sections, for delivery to the Project sites.
- D. The Contractor shall grind exposed welds flush and smooth with adjacent finished surface. The Contractor shall ease exposed edges to small uniform radius.
- E. The Contractor shall make exposed joints butt tight, flush, hairline, or as indicated.
- F. The Contractor shall supply components required for anchorage of metal fabrications. The Contractor shall fabricate anchorage and related components of same material and finish as metal fabrication, except where specifically noted otherwise.

- G. Specially fabricated plates or washers may be required as necessary.
- H. Where necessary to prevent corrosion between dissimilar metals, the metals shall be insulated from one another by approved methods and materials.

2.3 FINISH

- A. The Contractor shall clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. The Contractor shall galvanize ferrous metal items to minimum 2.0 oz/sq. ft zinc coating, unless otherwise noted.

PART 3 - EXECUTION

3.1 PREPARATION

- A. The Contractor shall clean and strip steel items to bare metal where welding is scheduled.
- B. The Contractor shall make provisions for erection loads with temporary bracing. The Contractor shall keep work in alignment.

3.2 INSTALLATION

- A. The Contractor shall install items plumb and level, accurately fitted, free from distortion or defects.
- B. The Contractor shall perform field welding in accordance with AWS D1.1.
- C. After installation, the Contractor shall touch-up field welds, scratched or damaged surfaces in accordance to manufacturer's recommendations.
- D. Contractor shall field treat damaged galvanized finish and exposed threaded surface with two coats of zinc rich paint conforming to ASTM A780, and in accordance with manufacturer's requirements.

3.3 DEFECTIVE WORK

- A. Any item installed in an unsafe manner, not to industry standards, not in accordance with the Contract Documents or to the satisfaction of the Engineer and Town.
- B. Defective work will be repaired or replaced to the satisfaction of the Engineer and Town, at no additional cost to the Town.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment will be made for work associated with this section. Include all costs for work within this section under items for which these miscellaneous metals are required.

END OF SECTION

SECTION 09900

COATINGS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The work covered by this section consists of all coating including, but not limited to new steel reinforcing bars, new steel sheet piles, and miscellaneous metals which are not galvanized.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02368 STEEL SHEETING
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION
- 05000 MISCELLANEOUS METALS

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- 1. A 775 Standard Specification for Epoxy-Coated Steel Reinforcing Bars
 - 2. D 3359 Standard Test Methods for Measuring Adhesion by Tape Test.
 - 3. D 4285 Standard Test Method for Indicating Oil or Water in Compressed Air.
 - 4. D 4417 Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel Method C.
 - 5. D 4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
 - 6. G 8 Standard Test Methods for Cathodic Disbonding of Pipeline Coatings.
- B. U.S. Army Corps of Engineers (USACE)
- 1. Paint Specification C-200A
- C. Steel Structures Painting Council (SSPC)
- 1. SSPC-SP 1 Solvent Cleaning
 - 2. SSPC-SP 5 White Metal Blast Cleaning
 - 3. SSPC-SP 10 Near-White Blast Cleaning
 - 4. SSPC-SP 11 Power Tool Cleaning to Bare Metal
 - 5. SSPC-PA 1 Shop, Field and Maintenance Painting
 - 6. SSPC-PA 2 Measurement of Dry Paint Thickness with Magnetic Gages

7. SSPC-VIS 1 Visual Standard for Abrasive Blast Cleaned Steel
8. SSPC Paint Spec 16

D. American Welding Society (AWS)

1. D1.5 Guidelines

1.4 INSPECTION

- A. Coatings may be inspected by the Engineer or the Engineer's Representative using Holiday detectors, film thickness meter, field adhesion test, or a combination of all. The Contractor shall supply all staging and access as necessary for inspection.

1.5 SUBMITTALS AND SAMPLES

- A. The Contractor shall submit manufacturer's literature and recommended instructions and certification that materials meet Specification requirements.
- B. The Contractor shall submit alternate manufacturer's published literature for specified products and accessories as applicable. The Contractor shall submit, as a supplement, manufacturer's instructions and directions for application if not included in the manufacturer's published literature. The Contractor shall submit, as a supplement, certified reports from an independent testing laboratory certifying compliance with the requirements of Part 2, Products, if compliance is not clearly indicated in published literature.
- C. The Contractor shall submit procedures for field repair of damaged coatings and field application of coatings.

1.6 QUALITY ASSURANCE

- A. All coating for steel piles, marine hardware and other metal fabrications shall be shop applied under controlled environmental conditions. Field application of coatings shall not be allowed, without approval of the Engineer.
- B. All field repairs to shop applied coatings shall be by an experienced painter or painting firm employing experienced personnel subject to approval by the Engineer.

PART 2 - PRODUCTS

2.1 COATINGS

- A. Items to be coated include:
1. Coating and field touch up of steel reinforcing bars and dowels.
 2. Coating and field touch up of new steel sheet piles.
 3. Coating and field touch up of miscellaneous metals.
- B. The Contractor shall galvanize ferrous metal items to minimum 2.0 oz/sf zinc coating and in accordance with the manufacturer's recommendations.

- C. Coating for steel reinforcing bars, dowels, and welded wire fabric (WWF) for concrete repairs shall consist of epoxy coating in accordance with ASTM A775.
- D. Coating for new steel sheet piles shall conform to the following:
 - 1. The prime coat shall be solvent or solventless, self-curing type, as recommended by the manufacturer for salt water immersion. The prime coat shall be stored and applied in conformance with manufacturer's recommendations. The primer coat shall be provided by the same manufacturer as the finish coat. Minimum coating thickness shall be 2.5 mils (dry film), unless the manufacturer recommends a thicker coating thickness. The prime coat shall be formulated so as to produce a distinct contrast in color with the blast cleaned metal surfaces and the finish paint.
 - 2. The finish coat shall conform to the general description of "Coat Tar Epoxy Polyamide Paint System" SSPC-PS11 and as recommended by the manufacturer for the immersion in salt water application. Finish coat shall be compatible with prime coating. The finish coat thickness shall be minimum 16 mils (dry film), unless the manufacturer recommends a thicker coating thickness. Manufacturer shall demonstrate effectiveness of product at similar site locations and applications.
- E. The cleaned steel shall either be kept at a temperature as required for coating or an accelerator shall be added to the coating system for cold temperature applications. The Contractor shall submit information on accelerators.
- F. All field-applied coating materials shall be delivered in unbroken packages, bearing the manufacturer's brand and name. They shall be used without adulteration and mixed, thinned, and applied in strict accordance with manufacturer's direction for the applicable materials and surface.

2.2 STEEL REINFORCING EPOXY COATING

- A. Coating for steel reinforcing bars, dowels, and welded wire fabric (WWF) for concrete repairs shall consist of epoxy coating in accordance with ASTM A775

2.3 STEEL SHEETPILE COAL TAR EPOXY COATING

- A. Color: Black
- B. Coal Tar Epoxies shall be self-priming two component, coal tar epoxy polyimide meeting or exceeding the requirements of SSPC Paint Spec 16 and U.S. Army Corps of Engineers C-200. Minimum percent solids by volume shall be 74%.
- C. Touch-up coatings for repair of coating defects and damage shall be of the same manufacturer as the original coating and shall be applied as recommended by the approved coating manufacturer.

PART 3 - EXECUTION

3.1 GENERAL

- A. All coatings on reinforcing and metal fabrications shall be shop applied.

- B. All coated structures shall be protected during transport and handling to prevent damage to the coating.

3.2 SURFACE PREPARATION – SHOP FABRICATED AND FIELD FABRICATED COATING

- A. Exterior surfaces of structural steel and miscellaneous metals permanently exposed to soil, water, or weather shall be cleaned by sand or grit blasting or other mechanical abrasion to near white metal equal to SSPC-SP10.
- B. All metal surfaces shall be wiped clean with a new dry lint-free cotton cloth before coating.
- C. The cleaned steel shall either be kept at a temperature as required for coating or an accelerator shall be added to the coating system for cold temperature applications. The Contractor shall submit information on accelerators where applicable.
- D. The Contractor shall be responsible for containment and collection of all sandblast and paint residue and dispose of off the Project site.

3.3 PROTECTION

- A. The Contractor shall protect and maintain coatings. The Contractor shall take precautions not to damage coatings during installation.
- B. The Contractor shall protect adjacent areas of the Project site when field coating to ensure that coatings do not overspray, spatter, or drip.
- C. All mechanical, electrical or other material or equipment shall be fully protected during cleaning, blasting, and painting operations. Any damage or paint to these items shall be cleaned and repaired.
- D. Prior to shipping of metal fabrications, all coating shall be fully cured. If field touch-up of coating is required, no structures shall be immersed in water until the coating has fully cured.

3.4 APPLICATION

- A. The Contractor shall apply coatings in accordance with manufacturer's recommendations.
- B. Before applying coating, surface shall be wiped clean of all algae, slime, oil, moisture, and all other material which will affect the adhesion of the coating system.
- C. Oil, grease, or other substances which cannot be removed by blotting with cloths may be removed by use of acetone solvent.
- D. Before installation, all field-cut items shall be cleaned and coated with appropriate coating.
- E. Steel sheet pile coal tar epoxy coating final thickness shall be 16 mils minimum, or the minimum recommended by the coating manufacturer, if greater than 16 mils.
- F. Drying time shall be in accordance with the manufacturer's printed instructions.

3.5 COATING REPAIR AND TOUCH-UP

- A. After coated items have been installed, the Contractor shall field coat areas which have been damaged, scraped or chipped and shall coat all weld connections which are made in the field.
- B. In areas requiring repair or touch-up, the Contractor shall power tool clean steel in accordance with SSPC-SP2 or SSPC-SP3.
- C. Repair shall consist of compatible prime coat and finish coat with dry film thickness meeting or exceeding shop fabricated coating. Repair coating shall be of same manufacturer as original coating and shall be formulated to be applied and cure in marine environment.

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. No separate measurement or payment will be made for works associated with this section. Include all costs for work within this section under items for which these coatings are required.

END OF SECTION

ATTACHMENT A – 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:	Scituate	City/Town:	SCITUATE
Contract Number:	23-FS-39		
Description of Work:	Furnish all labor, materials and equipment to perform concrete spall, infill and crack repairs to existing concrete seawall. Install new steel sheet piles and reset revetment slope with new and existing stones.		
Job Location:	81 Surfside Road		

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	1/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							
ASPHALT RAKER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

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

BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER**Effective Date: 1/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	\$67.95	\$12.84	\$15.57	\$8.02	\$0.00	\$104.38
BRICKLAYERS LOCAL 3	8/1/2026	\$70.15	\$12.84	\$15.57	\$8.02	\$0.00	\$106.58
BRICKLAYERS LOCAL 3 (QUINCY)	2/1/2027	\$71.55	\$12.84	\$15.57	\$8.02	\$0.00	\$107.98

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.98	\$12.84	\$15.57	\$8.02	\$0.00	\$70.41
2	60.00	\$40.77	\$12.84	\$15.57	\$8.02	\$0.00	\$77.20
3	70.00	\$47.57	\$12.84	\$15.57	\$8.02	\$0.00	\$84.00
4	80.00	\$54.36	\$12.84	\$15.57	\$8.02	\$0.00	\$90.79
5	90.00	\$61.16	\$12.84	\$15.57	\$8.02	\$0.00	\$97.59
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.08	\$12.84	\$15.57	\$8.02	\$0.00	\$71.51
2	60.00	\$42.09	\$12.84	\$15.57	\$8.02	\$0.00	\$78.52
3	70.00	\$49.11	\$12.84	\$15.57	\$8.02	\$0.00	\$85.54
4	80.00	\$56.12	\$12.84	\$15.57	\$8.02	\$0.00	\$92.55
5	90.00	\$63.14	\$12.84	\$15.57	\$8.02	\$0.00	\$99.57
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS	12/1/2026	\$51.90	\$10.90	\$9.75	\$9.80	\$0.00	\$82.35
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS	12/1/2026	\$51.08	\$10.90	\$9.75	\$9.80	\$0.00	\$81.53
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	3/1/2026	\$50.85	\$11.08	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS	9/1/2026	\$52.10	\$11.08	\$11.47	\$8.50	\$0.00	\$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	\$53.35	\$11.08	\$11.47	\$8.50	\$0.00	\$84.40

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
2	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
3	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
4	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
5	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
6	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
7	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00
8	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
2	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
3	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
4	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
5	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
6	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
7	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00
8	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$27.37	\$7.38	\$4.47	\$1.00	\$0.00	\$40.22
CARPENTERS	10/1/2026	\$28.47	\$7.38	\$4.47	\$1.00	\$0.00	\$41.32
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	85.00	\$23.26	\$7.38	\$3.80	\$1.00	\$0.00	\$35.44
8	90.00	\$24.63	\$7.38	\$3.80	\$1.00	\$0.00	\$36.81

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

Apprentice to Journeyworker Ratio: 1:5

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

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17

Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.97	\$13.35	\$16.43	\$0.00	\$0.00	\$57.75
2	60.00	\$33.56	\$13.35	\$16.43	\$7.78	\$1.80	\$72.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING Effective Date: 1/1/2027							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	65.00	\$36.36	\$13.35	\$16.43	\$7.78	\$1.80	\$75.72
4	70.00	\$39.16	\$13.35	\$16.43	\$7.78	\$1.80	\$78.52
5	75.00	\$41.96	\$13.35	\$16.43	\$7.78	\$1.80	\$81.32
6	80.00	\$44.75	\$13.35	\$16.43	\$7.78	\$1.80	\$84.11
7	90.00	\$50.35	\$0.00	\$16.43	\$0.00	\$0.00	\$66.78
Apprentice to Journeyworker Ratio: 1:5							
CHAIN SAW OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							
Apprentice: DELEADER (BRIDGE) Effective Date: 1/1/2026							
		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	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	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	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	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	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	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: CONCRETE CUTTER/SAWYER	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	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	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	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	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	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"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$10.04	\$0.00	\$109.85
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
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	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
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 1)							
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 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							

Apprentice: ELECTRICIAN**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.90	\$12.25	\$0.63	\$0.00	\$0.00	\$33.78
2	45.00	\$23.51	\$12.25	\$0.71	\$0.00	\$0.00	\$36.47
3	50.00	\$26.13	\$12.25	\$0.78	\$0.00	\$0.00	\$39.16
4	55.00	\$28.74	\$12.25	\$6.61	\$2.50	\$0.00	\$50.10
5	60.00	\$31.35	\$12.25	\$7.21	\$2.50	\$0.00	\$53.31
6	65.00	\$33.96	\$12.25	\$7.82	\$2.50	\$0.00	\$56.53
7	70.00	\$36.58	\$12.25	\$8.41	\$2.50	\$0.00	\$59.74
8	75.00	\$39.19	\$12.25	\$9.02	\$2.50	\$0.00	\$62.96

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.89	\$12.50	\$0.66	\$0.00	\$0.00	\$35.05
2	45.00	\$24.62	\$12.50	\$0.74	\$0.00	\$0.00	\$37.86
3	50.00	\$27.36	\$12.50	\$0.82	\$0.00	\$0.00	\$40.68
4	55.00	\$30.10	\$12.50	\$6.92	\$2.75	\$0.00	\$52.27
5	60.00	\$32.83	\$12.50	\$7.54	\$2.75	\$0.00	\$55.62

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELECTRICIAN Effective Date: 9/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 6	65.00	\$35.57	\$12.50	\$8.18	\$2.75	\$0.00	\$59.00
Step 7	70.00	\$38.30	\$12.50	\$8.81	\$2.75	\$0.00	\$62.36
Step 8	75.00	\$41.04	\$12.50	\$9.43	\$2.75	\$0.00	\$65.72
Apprentice to Journeyworker Ratio: 2:3							
ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
Step 2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
Step 3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
Step 4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
Step 5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2027							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28
Step 2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94
Step 3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00
Step 4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
Step 5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08
Apprentice to Journeyworker Ratio: 1:1							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
/ COMMISSIONING	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS	12/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	3/1/2026	\$59.24	\$10.33	\$11.47	\$8.80	\$0.00	\$89.84
FLOORCOVERERS LOCAL 2168	9/1/2026	\$60.74	\$10.33	\$11.47	\$8.80	\$0.00	\$91.34
FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	\$62.24	\$10.33	\$11.47	\$8.80	\$0.00	\$92.84

Apprentice: FLOORCOVERER

Effective Date: 3/1/2026

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FLOORCOVERER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
2	45.00	\$27.33	\$10.33	\$0.00	\$1.76	\$0.00	\$39.42
3	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
4	55.00	\$33.41	\$10.33	\$0.00	\$3.52	\$0.00	\$47.26
5	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
6	70.00	\$42.52	\$10.33	\$11.47	\$5.28	\$0.00	\$69.60
7	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43
8	80.00	\$48.59	\$10.33	\$11.47	\$7.04	\$0.00	\$77.43
Apprentice Notes							
Steps are 750 hrs.							
Apprentice to Journeyworker Ratio: 1:1							
FORK LIFT/CHERRY PICKER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							
Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.88	\$0.00	\$44.21
3	60.00	\$29.44	\$10.35	\$0.00	\$7.50	\$0.00	\$47.29
4	65.00	\$31.89	\$10.35	\$0.00	\$8.13	\$0.00	\$50.37
5	70.00	\$34.34	\$10.35	\$12.00	\$8.75	\$0.00	\$65.44
6	75.00	\$36.80	\$10.35	\$12.00	\$9.38	\$0.00	\$68.53
7	80.00	\$39.25	\$10.35	\$12.00	\$10.00	\$0.00	\$71.60
8	90.00	\$44.15	\$10.35	\$12.00	\$11.25	\$0.00	\$77.75
Apprentice to Journeyworker Ratio: 1:1							
HOISTING ENGINEER/CRANES/GRADALLS	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS**Effective Date: 6/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$13.35	\$3.25	\$0.00	\$69.28
3	65.00	\$38.60	\$17.05	\$13.35	\$3.25	\$0.00	\$72.25
4	70.00	\$41.57	\$17.05	\$13.35	\$3.25	\$0.00	\$75.22
5	75.00	\$44.54	\$17.05	\$13.35	\$3.25	\$0.00	\$78.19
6	80.00	\$47.50	\$17.05	\$13.35	\$3.25	\$0.00	\$81.15
7	85.00	\$50.47	\$17.05	\$13.35	\$3.25	\$0.00	\$84.12
8	90.00	\$53.44	\$17.05	\$13.35	\$3.25	\$0.00	\$87.09

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS**Effective Date: 12/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$33.46	\$0.00	\$0.00	\$0.00	\$0.00	\$33.46
2	60.00	\$36.50	\$17.05	\$13.35	\$3.25	\$0.00	\$70.15
3	65.00	\$39.54	\$17.05	\$13.35	\$3.25	\$0.00	\$73.19
4	70.00	\$42.58	\$17.05	\$13.35	\$3.25	\$0.00	\$76.23
5	75.00	\$45.62	\$17.05	\$13.35	\$3.25	\$0.00	\$79.27
6	80.00	\$48.66	\$17.05	\$13.35	\$3.25	\$0.00	\$82.31
7	85.00	\$51.71	\$17.05	\$13.35	\$3.25	\$0.00	\$85.36
8	90.00	\$54.75	\$17.05	\$13.35	\$3.25	\$0.00	\$88.40

Apprentice to Journeyworker Ratio: 1:6

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							

For apprentice rates see "Apprentice- ELECTRICIAN"

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER)	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS LABORERS LABORERS - ZONE 2	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71

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

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
	9/1/2026	\$63.76	\$14.75	\$9.52	\$10.09	\$0.00	\$98.12

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$30.17	\$14.75	\$9.27	\$5.05	\$0.00	\$59.24
2	60.00	\$36.20	\$14.75	\$9.32	\$6.05	\$0.00	\$66.32
3	70.00	\$42.24	\$14.75	\$9.37	\$7.06	\$0.00	\$73.42
4	80.00	\$48.27	\$14.75	\$9.42	\$8.07	\$0.00	\$80.51

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.88	\$14.75	\$9.27	\$5.05	\$0.00	\$60.95
2	60.00	\$38.26	\$14.75	\$9.32	\$6.05	\$0.00	\$68.38
3	70.00	\$44.63	\$14.75	\$9.37	\$7.06	\$0.00	\$75.81
4	80.00	\$51.01	\$14.75	\$9.42	\$8.07	\$0.00	\$83.25

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (BOSTON AREA)	3/16/2026	\$58.65	\$9.25	\$12.75	\$15.00	\$0.00	\$95.65
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: IRONWORKER/WELDER Effective Date: 3/16/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	\$41.06	\$9.25	\$12.75	\$5.00	\$0.00	\$68.06
2	80.00	\$46.92	\$9.25	\$12.75	\$5.00	\$0.00	\$73.92
3	90.00	\$52.79	\$9.25	\$12.75	\$5.00	\$0.00	\$79.79
4	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apprentice to Journeyworker Ratio: 1:4							
JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
Apprentice: LABORER Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.11	\$0.00	\$54.76
2	70.00	\$29.16	\$10.90	\$9.75	\$9.11	\$0.00	\$58.92
3	80.00	\$33.33	\$10.90	\$9.75	\$9.11	\$0.00	\$63.09
4	90.00	\$37.49	\$10.90	\$9.75	\$9.11	\$0.00	\$67.25
Apprentice: LABORER Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.86	\$10.90	\$9.75	\$9.11	\$0.00	\$55.62
2	70.00	\$30.17	\$10.90	\$9.75	\$9.11	\$0.00	\$59.93
3	80.00	\$34.48	\$10.90	\$9.75	\$9.11	\$0.00	\$64.24
4	90.00	\$38.79	\$10.90	\$9.75	\$9.11	\$0.00	\$68.55

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.21	\$0.00	\$54.86
2	70.00	\$29.16	\$10.90	\$9.75	\$9.21	\$0.00	\$59.02
3	80.00	\$33.33	\$10.90	\$9.75	\$9.21	\$0.00	\$63.19
4	90.00	\$37.49	\$10.90	\$9.75	\$9.10	\$0.00	\$67.24

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.86	\$10.90	\$9.75	\$9.21	\$0.00	\$55.72
2	70.00	\$30.17	\$10.90	\$9.75	\$9.21	\$0.00	\$60.03
3	80.00	\$34.48	\$10.90	\$9.75	\$9.21	\$0.00	\$64.34
4	90.00	\$38.79	\$10.90	\$9.75	\$9.21	\$0.00	\$68.65

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/1/2026	\$41.75	\$10.90	\$9.75	\$9.65	\$0.00	\$72.05
LABORERS	12/7/2026	\$43.19	\$10.90	\$9.75	\$9.65	\$0.00	\$73.49
LABORERS - ZONE 2	6/7/2027	\$44.64	\$10.90	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.09	\$10.90	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.59	\$10.90	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.09	\$10.90	\$9.75	\$9.65	\$0.00	\$79.39

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
MARBLE & TILE FINISHERS	2/1/2026	\$52.08	\$12.84	\$15.57	\$5.78	\$0.00	\$86.27
BRICKLAYERS LOCAL 3	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE & TILE FINISHERS Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$12.84	\$15.57	\$5.78	\$0.00	\$60.23
2	60.00	\$31.25	\$12.84	\$15.57	\$5.78	\$0.00	\$65.44
3	70.00	\$36.46	\$12.84	\$15.57	\$5.78	\$0.00	\$70.65
4	80.00	\$41.66	\$12.84	\$15.57	\$5.78	\$0.00	\$75.85
5	90.00	\$46.87	\$12.84	\$15.57	\$5.78	\$0.00	\$81.06
Apprentice: MARBLE & TILE FINISHERS Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65
Apprentice to Journeyworker Ratio: 1:5							
MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$12.84	\$15.57	\$7.99	\$0.00	\$70.39
2	60.00	\$40.78	\$12.84	\$15.57	\$7.99	\$0.00	\$77.18
3	70.00	\$47.58	\$12.84	\$15.57	\$7.99	\$0.00	\$83.98
4	80.00	\$54.38	\$12.84	\$15.57	\$7.99	\$0.00	\$90.78
5	90.00	\$61.17	\$12.84	\$15.57	\$7.99	\$0.00	\$97.57
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49
2	60.00	\$42.10	\$12.84	\$15.57	\$7.99	\$0.00	\$78.50
3	70.00	\$49.12	\$12.84	\$15.57	\$7.99	\$0.00	\$85.52
4	80.00	\$56.14	\$12.84	\$15.57	\$7.99	\$0.00	\$92.54

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	90.00	\$63.15	\$12.84	\$15.57	\$7.99	\$0.00	\$99.55
Apprentice to Journeyworker Ratio: 1:5							
MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 2)	1/5/2026	\$46.86	\$10.58	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							
Apprentice: MILLWRIGHT (Zone 2)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.77	\$10.58	\$0.00	\$5.50	\$0.00	\$41.85
2	65.00	\$30.46	\$10.58	\$0.00	\$6.50	\$0.00	\$47.54
3	75.00	\$35.15	\$10.58	\$11.47	\$7.50	\$0.00	\$64.70
4	85.00	\$39.83	\$10.58	\$11.47	\$8.50	\$0.00	\$70.38
Apprentice Notes							
Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
Apprentice to Journeyworker Ratio: 1:4							
MORTAR MIXER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (BRIDGES/TANKS)**Effective Date: 1/1/2026**

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

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$50.46	\$10.35	\$12.00	\$12.60	\$0.00	\$85.41
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) ***Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$48.52	\$10.35	\$12.00	\$12.60	\$0.00	\$83.47
PAINTERS LOCAL 35							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.26	\$10.35	\$0.00	\$0.00	\$0.00	\$34.61
2	55.00	\$26.69	\$10.35	\$0.00	\$6.93	\$0.00	\$43.97
3	60.00	\$29.11	\$10.35	\$0.00	\$7.56	\$0.00	\$47.02
4	65.00	\$31.54	\$10.35	\$0.00	\$8.19	\$0.00	\$50.08
5	70.00	\$33.96	\$10.35	\$12.00	\$8.82	\$0.00	\$65.13
6	75.00	\$36.39	\$10.35	\$12.00	\$9.45	\$0.00	\$68.19
7	80.00	\$38.82	\$10.35	\$12.00	\$10.08	\$0.00	\$71.25
8	90.00	\$43.67	\$10.35	\$12.00	\$11.34	\$0.00	\$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.93	\$0.00	\$44.26
3	60.00	\$29.44	\$10.35	\$0.00	\$7.56	\$0.00	\$47.35
4	65.00	\$31.89	\$10.35	\$0.00	\$8.19	\$0.00	\$50.43
5	70.00	\$34.34	\$10.35	\$12.00	\$8.82	\$0.00	\$65.51
6	75.00	\$36.80	\$10.35	\$12.00	\$9.45	\$0.00	\$68.60
7	80.00	\$39.25	\$10.35	\$12.00	\$10.08	\$0.00	\$71.68
8	90.00	\$44.15	\$10.35	\$12.00	\$11.34	\$0.00	\$77.84

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	\$47.12	\$10.35	\$12.00	\$12.60	\$0.00	\$82.07
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PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.56	\$10.35	\$0.00	\$0.00	\$0.00	\$33.91
2	55.00	\$25.92	\$10.35	\$0.00	\$6.93	\$0.00	\$43.20

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, REPAINT) Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	60.00	\$28.27	\$10.35	\$0.00	\$7.56	\$0.00	\$46.18
4	65.00	\$30.63	\$10.35	\$0.00	\$8.19	\$0.00	\$49.17
5	70.00	\$32.98	\$10.35	\$12.00	\$8.82	\$0.00	\$64.15
6	75.00	\$35.34	\$10.35	\$12.00	\$9.45	\$0.00	\$67.14
7	80.00	\$37.70	\$10.35	\$12.00	\$10.08	\$0.00	\$70.13
8	90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$55.79	\$10.08	\$11.62	\$12.67	\$0.00	\$90.16
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 1)							
Apprentice: PILE DRIVER Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$25.11	\$10.08	\$0.00	\$2.53	\$0.00	\$37.72
2	55.00	\$30.68	\$10.08	\$0.00	\$5.07	\$0.00	\$45.83
3	70.00	\$39.05	\$10.08	\$11.62	\$7.60	\$0.00	\$68.35
4	80.00	\$44.63	\$10.08	\$11.62	\$10.14	\$0.00	\$76.47
Apprentice to Journeyworker Ratio: 1:5							
PIPEFITTER & STEAMFITTER	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PIPEFITTER & STEAMFITTER Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$28.23	\$13.95	\$0.30	\$9.55	\$0.00	\$52.03
2	45.00	\$31.76	\$13.95	\$14.00	\$9.55	\$0.00	\$69.26
3	60.00	\$42.35	\$13.95	\$14.00	\$9.55	\$0.00	\$79.85
4	70.00	\$49.41	\$13.95	\$14.00	\$9.55	\$0.00	\$86.91
5	80.00	\$56.46	\$13.95	\$14.00	\$9.55	\$0.00	\$93.96
Apprentice to Journeyworker Ratio: 1:3							
PIPELAYER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBERS & GASFITTERS	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/28/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77
Apprentice: PLUMBERS & GASFITTERS Effective Date: 3/2/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.42	\$15.32	\$4.61	\$2.80	\$0.00	\$48.15
2	40.00	\$29.06	\$15.32	\$5.22	\$3.20	\$0.00	\$52.80
3	55.00	\$39.95	\$15.32	\$7.07	\$4.40	\$0.00	\$66.74
4	65.00	\$47.22	\$15.32	\$8.30	\$5.20	\$0.00	\$76.04
5	75.00	\$54.48	\$15.32	\$9.53	\$6.00	\$0.00	\$85.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBERS & GASFITTERS Effective Date: 8/31/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$26.18	\$15.32	\$4.61	\$2.80	\$0.00	\$48.91
2	40.00	\$29.92	\$15.32	\$5.22	\$3.20	\$0.00	\$53.66
3	55.00	\$41.13	\$15.32	\$7.07	\$5.20	\$0.00	\$68.72
4	65.00	\$48.61	\$15.32	\$8.30	\$5.20	\$0.00	\$77.43
5	75.00	\$56.09	\$15.32	\$9.53	\$6.00	\$0.00	\$86.94
Apprentice to Journeyworker Ratio: 1:2							
PNEUMATIC CONTROLS (TEMP.)	3/1/2026	\$70.58	\$13.95	\$14.00	\$9.55	\$0.00	\$108.08
PIPEFITTERS LOCAL 537							
PIPEFITTERS LOCAL 537							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	6/1/2026	\$42.66	\$10.90	\$9.75	\$9.11	\$0.00	\$72.42
LABORERS	12/1/2026	\$44.10	\$10.90	\$9.75	\$9.11	\$0.00	\$73.86
LABORERS - ZONE 2	6/1/2027	\$45.55	\$10.90	\$9.75	\$9.11	\$0.00	\$75.31
	12/1/2027	\$47.00	\$10.90	\$9.75	\$9.11	\$0.00	\$76.76
	6/1/2028	\$48.50	\$10.90	\$9.75	\$9.11	\$0.00	\$78.26
	12/1/2028	\$50.00	\$10.90	\$9.75	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.90	\$9.75	\$9.21	\$0.00	\$72.52
LABORERS	12/1/2026	\$44.10	\$10.90	\$9.75	\$9.21	\$0.00	\$73.96
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	8/1/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$0.00	\$45.81
TEAMSTERS 653							
TEAMSTERS 653 - Southeastern Concrete (Weymouth)							
RECLAIMERS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85
2	60.00	\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73

Apprentice Notes**** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1****Apprentice to Journeyworker Ratio: 1:5**

ROOFER SLATE / TILE / PRECAST CONCRETE	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER	2/1/2026	\$62.93	\$14.91	\$18.74	\$9.53	\$2.98	\$109.09
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - A							

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

Apprentice to Journeyworker Ratio: 1:4

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

Apprentice: SPRINKLER FITTER							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	\$25.22	\$13.45	\$13.84	\$0.00	\$0.00	\$52.51
2	40.00	\$28.82	\$13.45	\$14.75	\$0.00	\$0.00	\$57.02
3	45.00	\$32.42	\$13.45	\$15.67	\$0.00	\$0.00	\$61.54
4	50.00	\$36.03	\$13.45	\$16.57	\$0.00	\$0.00	\$66.05
5	55.00	\$39.63	\$13.45	\$17.49	\$0.00	\$0.00	\$70.57
6	60.00	\$43.23	\$13.45	\$18.40	\$0.00	\$0.00	\$75.08
7	65.00	\$46.83	\$13.45	\$19.32	\$0.00	\$0.00	\$79.60
8	70.00	\$50.44	\$13.45	\$20.22	\$0.00	\$0.00	\$84.11
9	75.00	\$54.04	\$13.45	\$21.15	\$0.00	\$0.00	\$88.64
10	80.00	\$57.64	\$13.45	\$22.05	\$0.00	\$0.00	\$93.14

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
Apprentice Notes Apprentice entered prior 9/30/10:																																																							
Apprentice to Journeyworker Ratio: 1:3																																																							
STEAM BOILER OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35																																																
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79																																																
OPERATING ENGINEERS LOCAL 4																																																							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35																																																
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79																																																
OPERATING ENGINEERS LOCAL 4																																																							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																							
TELECOMMUNICATION TECHNICIAN	9/1/2025	\$42.52	\$12.00	\$12.05	\$3.25	\$0.00	\$69.82																																																
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$44.41	\$12.25	\$12.59	\$3.50	\$0.00	\$72.75																																																
ELECTRICIANS LOCAL 223	9/1/2027	\$46.51	\$12.50	\$13.18	\$3.75	\$0.00	\$75.94																																																
ELECTRICIANS LOCAL 223																																																							
For apprentice rates and ratios see "Apprentice- ELECTRICIAN"																																																							
TERRAZZO FINISHERS	2/1/2026	\$66.89	\$12.84	\$15.57	\$8.02	\$0.00	\$103.32																																																
BRICKLAYERS LOCAL 3	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52																																																
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92																																																
Apprentice: TERRAZZO FINISHERS Effective Date: 2/1/2026 <table> <tr> <th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr> <tr> <td>1</td><td>50.00</td><td>\$33.45</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$69.88</td></tr> <tr> <td>2</td><td>60.00</td><td>\$40.13</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$76.56</td></tr> <tr> <td>3</td><td>70.00</td><td>\$46.82</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$83.25</td></tr> <tr> <td>4</td><td>80.00</td><td>\$53.51</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$89.94</td></tr> <tr> <td>5</td><td>90.00</td><td>\$60.20</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$96.63</td></tr> </table>								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
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 <table> <tr> <th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr> <tr> <td>1</td><td>50.00</td><td>\$34.55</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$70.98</td></tr> <tr> <td>2</td><td>60.00</td><td>\$41.45</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$77.88</td></tr> <tr> <td>3</td><td>70.00</td><td>\$48.36</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$84.79</td></tr> <tr> <td>4</td><td>80.00</td><td>\$55.27</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$91.70</td></tr> <tr> <td>5</td><td>90.00</td><td>\$62.18</td><td>\$12.84</td><td>\$15.57</td><td>\$8.02</td><td>\$0.00</td><td>\$98.61</td></tr> </table>								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
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																																																
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3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79																																																
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70																																																
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61																																																
Apprentice to Journeyworker Ratio: 1:5																																																							
TEST BORING DRILLER	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70																																																
LABORERS	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20																																																

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - FOUNDATION AND MARINE							
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/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT 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
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	3/2/2026	\$72.64	\$15.32	\$12.61	\$8.00	\$0.00	\$108.57
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	\$74.79	\$15.32	\$12.61	\$8.00	\$0.00	\$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	\$76.94	\$15.32	\$12.61	\$8.00	\$0.00	\$112.87
	8/30/2027	\$79.09	\$15.32	\$12.61	\$8.00	\$0.00	\$115.02
	2/2/2028	\$81.29	\$15.32	\$12.61	\$8.00	\$0.00	\$117.22
	9/4/2028	\$83.49	\$15.32	\$12.61	\$8.00	\$0.00	\$119.42
	3/5/2029	\$85.69	\$15.32	\$12.61	\$8.00	\$0.00	\$121.62
	9/3/2029	\$87.89	\$15.32	\$12.61	\$8.00	\$0.00	\$123.82
	3/4/2030	\$89.84	\$15.32	\$12.61	\$8.00	\$0.00	\$125.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

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

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

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

ATTACHMENT B – REGULATORY PERMIT DOCUMENTS



**MASSACHUSETTS ENVIRONMENTAL POLICY ACT CERTIFICATE NO. 16864, DATED
SEPTEMBER 23, 2024**



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT GOVERNOR

Rebecca L. Tepper
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1081
<http://www.mass.gov/eea>

September 23, 2024

CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
ON THE
ENVIRONMENTAL NOTIFICATION FORM

PROJECT NAME : 81 Surfside Road Seawall Repair Project
PROJECT MUNICIPALITY : Scituate
PROJECT WATERSHED : South Coastal
EEA NUMBER : 16864
PROJECT PROPONENT : Town of Scituate
DATE NOTICED IN MONITOR : August 23, 2024

Pursuant to the Massachusetts Environmental Policy Act (MEPA; M.G. L. c. 30, ss. 61-62L) and Section 11.06 of the MEPA regulations (301 CMR 11.00), I hereby determine that this project **does not require** an Environmental Impact Report (EIR).

Project Description

As described in the Environmental Notification Form (ENF), the Town of Scituate (the Proponent) is proposing 73 linear feet (lf) of repairs of the Surfside Road Seawall-Revetment along the coastline in Scituate. The seawall and revetment were damaged in 2018 by Winter Storm Riley. This project is proposed to provide a more resilient shoreline able to buffer storm waves and surge to protect the landward roadways, utilities, and other public and private property.

The proposed repair includes installation of approximately 70 lf of new steel sheet piles approximately 1-foot seaward from the existing deteriorated steel sheet pile toe. Concrete fill will then be placed between the new sheeting and existing seawall footing, down to the ground surface, to restore the toe of the structure and fill voids beneath the seawall. Areas of concrete

damage on the seawall above the sheet piles will also be restored with mortar and reinforced concrete patch repairs. Cracks in the seawall will be filled with epoxy resin and cementitious grout.

The stone revetment will be reconstructed to its pre-disaster design crest elevation of approximately 8 feet NAVD88 and extend down to the beach grade at a roughly 2H (horizontal):1V (vertical) slope, over an approximately 18-foot horizontal distance perpendicular to the face of the seawall. The revetment stone will be placed over the new steel sheet piling and concrete infill at the toe of the seawall. The ENF states that existing materials will be recovered and reused in the proposed work to the extent practicable, but that supplemental stone will be required for the proposed in-kind reconstruction.

Project Site

The 0.19-acre project site consists of an approximately 73 lf segment of an existing coastal engineering structure that includes a concrete seawall with steel sheet piles installed along the edge of its footing and an adjacent stone slope revetment located along the seaward side of 81 Surfside Road in the Town of Scituate. The 81 Surfside Road Seawall is part of a continuous coastal engineering structure that extends to the north and south along the shoreline (the Surfside Road Seawall-Revetment). An unoccupied, 1.75-story, pile-supported, single-unit house with an attached deck is located landward of the seawall. The elevation at the top of the seawall is approximately 18 feet NAVD88 and existing site grade between the seawall and Surfside Road ranges from approximately elevation 7.5 to 13.5 feet NAVD88.

State and local wetland resource areas located within the project area include Coastal Beach, Barrier Beach, and Land Subject to Coastal Storm Flowage (LSCSF). The entire project site is located within the FEMA VE Zone with Base Flood Elevations (BFE) of 16.0 ft NAVD88. The project site does not contain *Estimated and Priority Habitat of Rare Species* as delineated by the Natural Heritage and Endangered Species Program (NHESP) in the 15th Edition of the Massachusetts Natural Heritage Atlas. The site does not contain any structures listed in the State Register of Historic Places or the Massachusetts Historical Commission's (MHC) Inventory of Historic and Archaeological Assets of the Commonwealth. There are no Outstanding Resource Waters (ORWs), or Areas of Critical Environmental Concern (ACECs) located on or adjacent to the project site. As shown in the EEA EJ Mapper, the project site is not located within one mile of any Environmental Justice (EJ) populations.¹

Environmental Impacts and Mitigation

Potential environmental impacts associated with the project include permanent and temporary impacts to wetland resource areas including 14,910 sf (1,593 sf permanent and 13,317 sf temporary) to Coastal Beach; 30,115 sf (1,593 sf permanent and 28,522 sf temporary) to Barrier Beach; and 15,205 sf (temporary) to LSCSF.

¹ "Environmental Justice Population" is defined in M.G.L. c. 30, § 62 under four categories: Minority, Income, English Isolation, and a combined category of Minority and Income.

Measures to avoid, minimize, and mitigate environmental impacts include implementation of sedimentation and erosion control measures and best management practices (BMPs) and conducting the work “in-the-dry” to reduce impact to water quality and marine life. Additionally, upon completion of the repair and reconstruction work, all disturbed areas will be restored to pre-construction conditions. As noted below, reviewing agencies recommend reuse of displaced stones to the maximum extent practicable to reduce erosion effects and scour.

Jurisdiction and Permitting

The project is subject to MEPA review because it requires Agency Action and meets/exceeds the MEPA review thresholds at 301 CMR 11.03 (3)(b)(1)(a) for the alteration of coastal dune, barrier beach or coastal bank and 301 CMR 11.03 (3)(b)(6) for the construction, reconstruction or Expansion of an existing solid fill structure of 1,000 or more sf base area or of a pile-supported or bottom-anchored structure of 2,000 or more sf base area, except a seasonal, pile-held or bottom-anchored float, provided the structure occupies flowed tidelands or other waterways. The project requires a 401 Water Quality Certification (WQC) from the Massachusetts Department of Environmental Protection (MassDEP).

The project requires an Order of Conditions (OOC) from the Scituate Conservation Commission (or in the case of an appeal, a Superseding Order of Conditions from MassDEP). The project will also require a Pre-Construction Notification (PCN) to the U.S. Army Corps of Engineers (USACE) seeking authorization under the General Permits for Massachusetts in accordance with Section 404 of the Clean Water Act. Additionally, the project requires Federal Consistency review from the Massachusetts Office of Coastal Zone Management (CZM).

The project is not receiving Financial Assistance from an Agency.² Therefore, MEPA jurisdiction is limited to those aspects of the project that are within the subject matter of any required or potentially required Agency Actions and that may cause Damage to the Environment, as defined in the MEPA regulations.

Review of the ENF

The ENF included a project description, alternatives analysis, existing and proposed conditions plans including cross-sections, estimates of project-related impacts, and identification of measures to avoid, minimize and mitigate environmental impacts. Consistent with the MEPA Interim Protocol on Climate Change Adaptation and Resiliency, the ENF contained an output report from the MA Climate Resilience Design Standards Tool prepared by the Resilient Massachusetts Action Team (RMAT) (the “MA Resilience Design Tool”),³ together with information on climate resilience strategies to be undertaken by the project.

² According to the ENF, public funds for this project are anticipated to be distributed directly to the Town from FEMA through the FEMA Public Assistance Program for declared disasters 4372 DR MA (Riley).

³ https://resilientma.org/rmat_home/designstandards/

Alternatives Analysis

The ENF analyzed a series of alternatives to achieve the project goal of repairing and reconstructing the storm-damaged seawall and revetment. The ENF states that a No-Build Alternative was considered; however, because the structure would continue to deteriorate due to exposure to coastal storm events, it was dismissed as not meeting the project's purpose and need. Alternative 1 consists of the removal and replacement of the top 8 ft of the seawall. Although this alternative would result in less temporary impacts to wetland resources, it does not address damage to the seawall below the top 8 feet of the wall nor does it address needed repairs to the adjacent revetment. Because the lower portion of the seawall and the revetment would continue to deteriorate due to continued exposure to coastal storm events, Alternative 1 was dismissed. Alternative 2 consists of the complete removal and replacement of the seawall. Although this alternative achieves the project's goal of repairing the damaged seawall, the ENF states that it has the greatest impacts to wetlands compared to the other alternatives considered and was therefore dismissed.

The Preferred Alternative consists of mortar or reinforced concrete patch repairs and stabilization of the seawall structure in-place to limit demolition and reconstruction and the associated disturbance. The ENF states that 70 lf of new 15-foot steel sheet piles will be installed roughly 1 foot seaward from the existing toe of the seawall structure and the remaining gap and voids below the footing would be filled with concrete. The existing revetment would be reconstructed within its existing footprint.

Wetlands and Waterways

As noted above, wetland resource areas are located on and adjacent to the project site. The project would result in alteration of approximately 14,910 sf (1,593 sf permanent and 13,317 sf temporary) of Coastal Beach; 30,115 sf (1,593 sf permanent and 28,522 sf temporary) of Barrier Beach; and 15,205 sf (temporary) of LSCSF. These impacts are overlapping across the identified resource areas. The project also proposes to dredge 162 cubic yards (cy) of material consisting primarily of retrieved displaced armor stones that will be reused in the revetment repair.

The Scituate Conservation Commission (or MassDEP in the case of an appeal) will review the project for its consistency with the Wetlands Protection Act (WPA), Wetlands Regulations (310 CMR 10.00) and associated performance standards, and local bylaws. The project is also subject to CZM federal consistency review and must be found to be consistent with CZM's enforceable program policies. I refer the Proponent to comments from CZM, MassDEP, and the Massachusetts Division of Marine Fisheries (DMF) which provide guidance and recommendations for further analysis and identify outstanding items that must be addressed during permitting.

MassDEP concurs with the Proponent that the project will require a 401 WQC as the project proposes 162 cy of dredging. Comments from MassDEP state that as part of the project's efforts to recover and reuse existing material on the project site, the Proponent should establish a

limit of work at the base of the structure. Comments state that any displaced rocks seaward of the limit of work may be considered lost to the littoral system and left in place.

Comments from CZM state that the existing revetment has slumped and is unraveling with displaced armor stones occupying the beach seaward of the authorized footprint of the structure. Comments note that these displaced stones result in a de facto increase in the width, and seaward encroachment, of the revetment. This, in turn, may result in additional wave reflection and scour of the fronting beach as it may increase the frequency, impact, and duration of interaction between waves and the hard structure. Comments from CZM recommend that as much of the displaced armor stone seaward of the existing authorized footprint should be harvested from the Coastal Beach as practicable. As noted above, the Proponent is committed to recovering and reusing existing materials to the extent practicable. Comments state that, in determining the amount of armor stone to be removed, the Proponent should balance the benefit of avoiding seaward encroachment of hard structure with disturbance and impact to the Coastal Beach from harvesting activities.

The ENF states that the preferred access to the site will be from the top of the seawall; however, should this prove infeasible, access to the work area will be over the Coastal Dune at the southern end of Surfside Road. Comments from CZM state that this section of Coastal Dune is particularly vulnerable due to erosion, scarping, and over-steepening of the dune at the ends where the dune abuts the end of the seawall. Comments note that to ensure that access over the dune does not negatively affect the landform, a pre-construction survey and post-construction restoration plan should be developed and implemented as part of the permitting for this project.

Comments from DMF recommend the following measures to minimize impacts to fisheries resources:

- As much of the displaced armor stone of the crumbling revetment be recovered as possible;
- Construction activity, including staging of construction material and equipment as well as equipment transit to and from the construction site, should avoid intertidal habitat to the greatest extent practicable;
- As much work as possible should be conducted from the upland portion of the revetment to avoid compaction of intertidal sediment;
- Armor stone should not be stored in the intertidal area during construction;
- Concrete delivery vehicles should be prohibited from washing down equipment on site; and
- All land-based equipment should not be refueled on-site.

Comments from the MassDEP Waterways Program state that the stone revetment and concrete seawall were constructed under a Department of Works, Division of Waterways Contract No.2650, which is recognized as a M.G.L. Chapter 91 authorization. Comments state that the Proponent will be required to submit a request for a Minor Project Modification pursuant to the Waterways Regulations at 310 CMR 9.22(3).

Climate Change

Effective October 1, 2021, all MEPA projects are required to submit an output report from the MA Resilience Design Tool to assess the climate risks of the project. Based on the output report attached to the ENF, the project has a high exposure rating based on the project's location for the following climate parameters: sea level rise/storm surge, extreme precipitation (urban flooding), and extreme heat. Based on the 50-year useful life of the seawall and revetment and the self-assessed criticality of this asset, the MA Resilience Design Tool recommends a planning horizon of 2070 and a return period associated with a 200-year (0.5% chance) storm when designing for sea level rise/storm surge and a 100-year (1% chance) when designing the asset for extreme precipitation (urban flooding). The MA Resilience Design Tool recommends a 2070 planning horizon and the 50th heat percentile for when planning for extreme heat conditions.

According to the ENF, the design of the repaired structure will continue to provide protection of the shoreline and landward infrastructure in 2070. According to the MA Resilience Design Tool output report, the projected maximum wave action water surface elevation associated with a 200-year storm event in 2070 is elevation 17 ft NAVD88, with an area weighted average elevation of 16.3 ft NAVD88. As noted above, the top of the existing seawall is currently at elevation 18.0 ft NAVD88.

While the project is also flagged as “High” risk for urban flooding and extreme heat, it will not create additional impervious area. The ENF states that any disturbed vegetated area will be restored after the project's completion.

Construction Period

The ENF states that project construction will commence in the Summer of 2025 and last approximately four months. All construction and demolition (C&D) activities should be managed in accordance with applicable MassDEP regulations regarding Air Pollution Control (310 CMR 7.01, 7.09-7.10), and Solid Waste Facilities (310 CMR 16.00 and 310 CMR 19.00, including the waste ban provision at 310 CMR 19.017). The project should include measures to reduce construction period impacts (e.g., noise, dust, odor, solid waste management, etc.) and emissions of air pollutants from equipment, including anti-idling measures in accordance with the Air Quality regulations (310 CMR 7.11). I encourage the Proponent to require that its contractors use construction equipment with engines manufactured to Tier 4 federal emission standards, or select project contractors that have installed retrofit emissions control devices or vehicles that use alternative fuels to reduce emissions of volatile organic compounds (VOCs), carbon monoxide (CO) and particulate matter (PM) from diesel-powered equipment. Off-road vehicles are required to use ultra-low sulfur diesel fuel (ULSD). If oil and/or hazardous materials are found during construction, the Proponent should notify MassDEP in accordance with the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000). All construction activities should be undertaken in compliance with the conditions of all State and local permits. I encourage the Proponent to reuse or recycle C&D debris to the maximum extent and comments from MassDEP recommend the Proponent consider source separation or separating different recyclable materials at the job site. As noted above, the project will require the dredging of 162 cy of sediment.

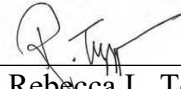
Comments from MassDEP note that if contaminated sediment is encountered a Licensed Site Professional (LSP) must be employed to manage the necessary response actions at the site. Comments state that a spills contingency plan addressing prevention and management of potential releases of oil and/or hazardous materials from pre- and post-construction activities should be presented to workers on the site and enforced.

Conclusion

The ENF has adequately described and analyzed the project and its alternatives and assessed its potential environmental impacts and mitigation measures. Based on review of the ENF and comments received on it, and in consultation with Agencies, I have determined that an EIR is not required.

September 23, 2024

Date



Rebecca L. Tepper

Comments received:

9/12/2024	Massachusetts Division of Marine Fisheries (DMF)
9/13/2024	Massachusetts Office of Coastal Zone Management (CZM)
9/13/2024	Massachusetts Department of Environmental Protection (MassDEP), Southeast Regional Office (SERO)

RLT/NSP/nsp



MEMORANDUM

TO: Rebecca L. Tepper, Secretary, EEA
ATTN: Nicholas Perry, MEPA Office
FROM: Alison Brizius, Director, CZM
DATE: September 12, 2024
RE: EEA# 16864 – 81 Surfside Road; Scituate

The Massachusetts Office of Coastal Zone Management (CZM) has completed its review of the above-referenced Environmental Notification Form (ENF), noticed in the *Environmental Monitor* dated August 23, 2024. Based on our review of that filing, participation in the MEPA Consultation Session held on September 5, 2024, CZM provides the following comments for consideration.

Project Description

As described in the ENF, the proposed project entails the repair of a storm-damaged 73 linear foot section of seawall and revetment fronting 81 Surfside Road in Scituate. Repair to the seawall consists of the installation of sheet piling approximately 1 foot seaward of the existing seawall footing and concrete will be placed between the new sheeting and the existing toe. Repair to the seawall, above the toe, will include mortar and reinforced concrete patches. As described in the ENF, the stone revetment will be reconstructed to its pre-disaster design crest elevation of approximately 8 feet NAVD88 and extend down to the beach grade at a roughly 2H:1V slope, over an approximately 18-foot horizontal distance perpendicular to the face of the seawall. Construction access to the site will either be from the top of the seawall or from the beach with access over a Coastal Dune (cobble berm) at the southern end of Surfside Road. Due to the elevation of the beach, the work will be tidally dependent. As proposed, work will be performed in the dry and scheduled to coincide with lower tidal elevations. Approximately 162 cubic yards of revetment materials (stone) and beach sediments will be temporarily removed (dredged) and replaced.

As provided in the ENF, the project will result in 1,593 square feet (sf) of permanent and 13,317 sf of temporary impact to Coastal Beaches, 1,593 sf of permanent impacts and 28,522 sf of temporary impact to Barrier Beaches and 15,205 sf of temporary impact to Land Subject to Coastal Storm Flowage. The project is being partially funded by the FEMA Public Assistance Program for declared disaster 4372 DR MA (Riley).

Project Comments

As depicted in the ENF, reconstruction of the revetment will take place within the existing footprint of the revetment and the existing authorized width of 18 feet seaward of the seawall. As noted during the MEPA consultation, the existing revetment has slumped and is unraveling with displaced armor stones occupying the beach seaward of the authorized footprint of the structure. As proposed and depicted in design plan sheets 2 and 3 of the filing, these armor stones will be left in place and reconstruction of the revetment will only take place within the 18-foot authorized footprint. This will result in a de facto increase in the width, and seaward encroachment, of the revetment. Any seaward encroaching structure, such as would result from this situation, may result in additional wave reflection and scour of the fronting beach as it may increase the frequency, impact, and duration of interaction between waves and the hard structure. Projected sea level rise will only exacerbate these



impacts. In order to avoid these impacts, as much of the displaced armor stone seaward of the existing authorized footprint should be harvested from the Coastal Beach as practicable. The amount of armor stone removed should balance the impacts of avoiding seaward encroachment of hard structure with disturbance and impact to the Coastal Beach from harvesting activities.

As discussed at the MEPA consultation, the preferred access to the site will be from the top of the seawall. Should this prove unfeasible, access to the work area will be over the Coastal Dune at the southern end of Surfside Road. This section of Coastal Dune is particularly vulnerable due to erosion, scarping, and over-steepening of the Dune due to end effects from where the Dune abuts the end of the seawall. To ensure that access over the Dune does not negatively affect the landform, a pre-construction survey and post-construction restoration plan should be developed and implemented as part of the permitting for this project.

Federal Consistency Review

The proposed project may be subject to CZM federal consistency review and, if so, must be found to be consistent with CZM's enforceable program policies. For further information on this process, please contact Sean Duffey, Project Review Coordinator, at sean.duffey@mass.gov or visit the CZM website at <https://www.mass.gov/federal-consistency-review-program>.

TS/jb

Cc: Paul Maniccia, USACE
Greg DeCesare, MassDEP
David Wong, MassDEP
Brendan Mullaney, MassDEP
Kate Frew, MA DMF
Jennifer Smith, Scituate Conservation Department



The Commonwealth of Massachusetts

Division of Marine Fisheries

(617) 626-1520 | www.mass.gov/marinefisheries



MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lt. Governor

REBECCA L. TEPPER
Secretary

THOMAS K. O'SHEA
Commissioner

DANIEL J. MCKIERNAN
Director

September 9, 2024

Secretary Rebecca L. Tepper
Executive Office of Energy and Environmental Affairs (EEA)
Attn: MEPA Office
Nicholas Perry, EEA No. 16864
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Secretary Tepper:

The Division of Marine Fisheries (MA DMF) has reviewed the Environmental Notification Form submitted by the Town of Scituate to perform repairs to a storm-damaged seawall and adjacent stone slope revetment to restore approximately 73 LF of the coastal engineering structure at 81 Surfside Road. Proposed work includes replacement of steel sheet piles, reconstruction of the stone revetment within its existing footprint, and seawall crack repairs. While work will be conducted in the dry, construction equipment will require temporary beach access. The project was reviewed with respect to potential impacts to marine fisheries resources and habitat.

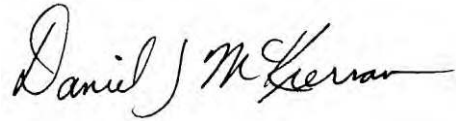
The project site abuts mapped shellfish habitat for surf clam (*Spisula solidissima*). Waters near the project site have habitat characteristics suitable for this species. Land containing shellfish is deemed significant to the interest of the Wetlands Protection Act (310 CMR 10.34) and the protection of marine fisheries.

MA DMF offers the following comment for your consideration:

- The existing revetment has an authorized width of 18' but has slumped and unraveled well past its permitted location. MA DMF recommends that as much of the displaced armor stone be recovered as possible.
- Construction activity, including staging of construction material and equipment as well as equipment transit to and from the construction site, should avoid intertidal habitat to the greatest extent practicable. As much work as possible should be conducted from the upland portion of the revetment to avoid compaction of intertidal sediment.
- Armor stone should not be stored in the intertidal area during construction.
- Concrete delivery vehicles should be prohibited from washing down equipment on site. This activity could potentially wash excess concrete and hydrocarbons into marine resource areas.
- Fuel spills from refueling of construction equipment will adversely impact sensitive resource areas. Impacts to resource areas can be avoided by prohibiting all land-based equipment from being refueled on-site.

Questions regarding this review may be directed to Kate Frew in our Gloucester office at Kate.Frew@mass.gov.

Sincerely,

A handwritten signature in black ink, reading "Daniel J. McKiernan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Daniel J. McKiernan
Director

Cc:
Scituate Conservation Commission
David Smith, GZA GeoEnvironmental, Inc.
Jason Burtner, CZM
Rachel Crow, Ed Reiner, EPA

DM/KF/sd



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

September 12, 2024

Rebecca L. Tepper,
Secretary of Energy and Environment
Executive Office of Energy and
Environmental Affairs
100 Cambridge Street, Suite 900
ATTN: MEPA Office
Boston, MA 02114

RE: ENF Review EOEEA # 16864
SCITUATE.81 Surfside Road Seawall Repair
Project at 81 Surfside Road

Dear Secretary Tepper,

The Southeast Regional Office of the Department of Environmental Protection (MassDEP) has reviewed the Environmental Notification Form (ENF) for the 81 Surfside Road Seawall Repair Project at 81 Surfside Road, Scituate, Massachusetts (EOEEA #16864). The Project Proponent provides the following information for the Project:

The proposed work includes repair of the seawall and adjacent stone slope revetment to restore an approximately 73 LF segment of the storm-damaged structure. The proposed repair includes installation of approximately 70 LF of new steel sheet piles approximately 1-foot seaward from the existing deteriorated steel sheet pile toe. The existing sheeting will remain abandoned in-place; or will be selectively removed or modified to the minimum extent necessary to enable the work and to limit disturbance to the existing structures and surrounding environment to remain. The new sheeting will be installed from approximately elevation 5 feet NAVD88 at the top to -10 feet NAVD88 at the tip (bottom). Concrete fill will then be placed between the new sheeting and existing seawall footing, down to the ground surface, to restore the toe of the structure and fill voids beneath the seawall. Areas of concrete damage on the seawall above the sheet piles will also be restored with mortar and reinforced concrete patch repairs. Cracks in the seawall will be filled with epoxy resin and cementitious grout. The stone revetment will be reconstructed to its pre-disaster design crest elevation of approximately 8 feet NAVD88 and extend down to the beach grade at a roughly 2H:1V slope, over an approximately 18-foot horizontal distance perpendicular to the face of the seawall. The revetment stone will be placed over the new steel sheet piling and concrete infill at the toe of the seawall. The revetment will be constructed to blend into the surrounding existing revetment structure.

The proposed repair work is designed to restore a limited, storm-damaged segment of an existing coastal engineering structure (seawall and stone slope revetment) to its pre-disaster design geometry. The proposed project has limited scope, and the work is not expected impact extreme precipitation or extreme heat exposure. The project is designed to restore an existing, storm damaged seawall and revetment structure to its pre-disaster geometry. The project is expected to reduce the risk of failure associated with the structure's damaged and

This information is available in alternate format. Contact Glynis Bugg at 617-348-4040.

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deteriorating condition and involves minimal alteration of the pre-disaster design to accommodate differences in the existing conditions (lowered beach grade).

Bureau of Water Resources (BWR) Comments

Wetlands: The applicant will be required to submit a Notice of Intent (NOI) to the Town of Scituate and MassDEP for the Project. MassDEP notes that once the NOI minimum submittal requirements have been met, a MassDEP File Number will be issued. It is anticipated that the Scituate Conservation Commission will conduct a public hearing and issue an Order of Conditions. A Final Order of Conditions must be obtained before any work within Areas Subject to Jurisdiction commences.

As described in the ENF, existing materials will be recovered and reused in the proposed revetment reconstruction to a practical extent, but supplemental stone will be required for the proposed in-kind reconstruction. The Proponent should establish a limit of work at the base of the structure and remove and reuse the displaced rocks within it or that can be reasonably reached by equipment working within it. The work zone should be limited in size to only what is necessary to accomplish the Project. The rocks beyond reach and seaward of the limit of work should be considered lost to the littoral system and be left in place. The removal process which would require heavy equipment working in the intertidal area of the beach would further disrupt the area by excavation and compaction of the soils possibly resulting in damage and/or mortality to the organisms living below the surface of the beach.

The Project involves dredging amounts greater than 100 cubic yards of material and will require a 401 Water Quality Certification (WQC) (314 CMR 9.00). 401 WQC applications must now be submitted electronically using MassDEP's ePLACE online tool. MASSDEP NO LONGER ACCEPTS PAPER APPLICATIONS FOR THESE FILINGS. General instructions and visual ePLACE step-by-step instructions designed to assist with submitting an application are available online at: <https://www.mass.gov/how-to/ww-07-08-09-water-quality-certifications-dredging-projects>

Waterways: The Waterways Program has reviewed the ENF submitted by the Town of Scituate to reconstruct approximately 73' feet of storm damage stone revetment and perform concrete seawall repairs at North Scituate Beach and offers the following comments:

- As indicated in the ENF, the stone revetment and concrete seawall were constructed under a Department of Public Works, Division of Waterways Contract No. 2650 which is recognized as a Chapter 91 Authorization. While much of the proposed work outlined in the ENF will be in-kind reconstruction, there will also be improvements to the existing concrete seawall. At a minimum, the Proponent will be required to submit a request for a Minor Project Modification pursuant to the Waterways Regulations at 310 CMR 9.22(3) and demonstrate that the proposed repairs are confined to the existing footprint of the previously approved structures and represent an insignificant deviation from the original specifications of the State Contract. Based on the information contained in the ENF, it has been determined that the project would be classified as a water-dependent use pursuant to the Waterways Regulations at 310 CMR 9.12.

Bureau of Waste Site Cleanup (BWSC) Comments

There are no listed MCP disposal sites located at or in the vicinity of the site that would appear to impact the proposed Project area.

Interested parties may view a map showing the location of BWSC disposal sites using the MassGIS data viewer at [MassMapper](#). Under the Available Data Layers listed on the right sidebar, select "Regulated Areas", and then "DEP Tier Classified 21E Sites". MCP reports and the compliance status

of specific disposal sites may be viewed using the BWSC Waste Sites/Reportable Release Lookup at: <https://eeaonline.eea.state.ma.us/portal/dep/wastesite/>

The Project Proponent is advised that if potentially impacted soil and/or sediment are encountered, dredged, excavated, removed, relocated and/or disposed of during the proposed Project it must be conducted under the provisions of Chapter 21E (and, potentially, M.G.L. c. 21C) and all other applicable federal (including the Environmental Protection Agencies Toxic Substance Control Act - TSCA), state, and local laws, regulations, and bylaws. Contaminated media cannot be managed without prior submittal of appropriate plans to MassDEP (such as a Release Abatement Measure (RAM) Plan), which describes the proposed handling and disposal of any contaminated media encountered, and health and safety precautions for those conducting the work. If contamination at the site is known or suspected, the appropriate tests should be conducted in advance of the start of construction, and professional environmental consulting services should be readily available to provide technical guidance to facilitate any necessary permits. If contaminated media is encountered a Licensed Site Professional (LSP) must be employed or engaged to manage, supervise, or perform the necessary response actions at the Site.

Spills Prevention and Control: The Project Proponent is advised that a spills contingency plan addressing prevention and management of potential releases of oil and/or hazardous materials from pre- and post-construction activities should be presented to workers at the site and enforced. The plan should include but not be limited to, refueling of machinery, storage of fuels, and potential on-site activity releases.

The Project Proponent is advised that if contaminated media is encountered a Licensed Site Professional (LSP) must be employed or engaged to manage, supervise or actually perform the necessary response actions at the site for excavating, removing and/or disposing of contaminated soil or contaminated media (which includes contaminated sediment) must be conducted under the provisions of Massachusetts General Law Chapter 21E (and, potentially, c.21C) and all other applicable federal (including the Environmental Protection Agencies Toxic Substance Control Act - TSCA), state, and local laws, regulations, and bylaws. Contaminated media cannot be managed without prior submittal of appropriate plan to MassDEP (such as a Release Abatement Measure (RAM) Plan), which describes the proposed handling and disposal approach for any contaminated media encountered and health and safety precautions for those conducting the work. If contamination at the site is known or suspected, the appropriate tests should be conducted well in advance of the start of construction and professional environmental consulting services should be readily available to provide technical guidance to facilitate any necessary permits.

Bureau of Air and Waste (BAW) Comments

Air Quality: Construction and operation activities shall not cause or contribute to a condition of air pollution due to dust, odor or noise. To determine the appropriate requirements please refer to:

- 310 CMR 7.09 Dust, Odor, Construction, and Demolition
- 310 CMR 7.10 Noise

In order to comply with 310 CMR 7.09(2), the Proponent must file a BWP AQ-06 notification form ten days prior to site activities. More information can be found here: <https://www.mass.gov/doc/instructions-aq-06-constructiondemolition-notification/download> and here: <https://www.mass.gov/files/documents/2019/09/04/edep-aq06.pdf>

Construction-Related Measures

MassDEP requests that all non-road diesel equipment rated 50 horsepower or greater meet EPA's Tier 4 emission limits, which are the most stringent emission standards currently available for off-road engines. If a piece of equipment is not available in the Tier 4 configuration, then the Proponent should use construction equipment that has been retrofitted with appropriate emissions reduction equipment. Emission reduction equipment includes EPA-verified, CARB-verified, or MassDEP-approved diesel oxidation catalysts (DOCs) or Diesel Particulate Filters (DPFs). The Proponent should maintain a list of the engines, their emission tiers, and, if applicable, the best available control technology installed on each piece of equipment on file for Departmental review.

Massachusetts Idling Regulation

The Project Proponent reports: "The contractor will reduce unnecessary idling to limit the Project's contribution to air pollution. Construction equipment should remain off while not in use."

MassDEP reminds the Proponent that unnecessary idling (i.e., in excess of five minutes), with limited exception, is not permitted during the construction and operations phase of the Project (310 CMR 7.11). Regarding construction period activity, typical methods of reducing idling include driver training, periodic inspections by site supervisors, and posting signage. In addition, to ensure compliance with this regulation once the Project is occupied, MassDEP requests that the Proponent install permanent signs limiting idling to five minutes or less on-site.

Solid Waste Management: The Project Proponent reports: "no solid waste will be generated during the Project.

As a reminder, the Project Proponent is advised of the following requirements:

1. *Compliance with Waste Ban Regulations:* Waste materials discovered during construction that are determined to be solid waste (e.g., construction and demolition waste) and/or recyclable material (e.g., metal, asphalt, brick, and concrete) shall be disposed, recycled, and/or otherwise handled in accordance with the Solid Waste Regulations including *310 CMR 19.017: Waste Bans*. Waste Ban regulations prohibit the disposal, transfer for disposal, or contracting for disposal of certain hazardous, recyclable, or compostable items at solid waste facilities in Massachusetts, including, but not limited to, metal, wood, asphalt pavement, brick, concrete, and clean gypsum wallboard. The goals of the waste bans are to promote reuse, waste reduction, or recycling; reduce the adverse impacts of solid waste management on the environment; conserve capacity at existing solid waste disposal facilities; minimize the need for construction of new solid waste disposal facilities; and support the recycling industry by ensuring that large volumes of material are available on a consistent basis. Further guidance can be found at: <https://www.mass.gov/guides/massdep-waste-disposal-bans>.

MassDEP recommends the Proponent consider source separation or separating different recyclable materials at the job site. Source separation may lead to higher recycling rates and lower recycling costs. Further guidance can be found at: <https://recyclingworksma.com/construction-demolition-materials-guidance/>

For more information on how to prevent banned materials from entering the waste stream the Proponent should contact the RecyclingWorks in Massachusetts program at (888) 254-5525 or via

email at info@recyclingworksma.com. RecyclingWorks in Massachusetts also provides a website that includes a searchable database of recycling service providers, available at <http://www.recyclingworksma.com>.

2. *Asphalt, brick, and concrete (ABC) rubble*, such as the rubble generated by the demolition of buildings or other structures must be handled in accordance with the Solid Waste regulations. These regulations allow, and MassDEP encourages, the recycling/reuse of ABC rubble. The Proponent should refer to MassDEP's Information Sheet, entitled "Using or Processing Asphalt Pavement, Brick and Concrete Rubble, Updated February 27, 2017", that answers commonly asked questions about ABC rubble and identifies the provisions of the solid waste regulations that pertain to recycling/reusing ABC rubble. This policy can be found on-line at the MassDEP website: <https://www.mass.gov/files/documents/2018/03/19/abc-rubble.pdf>.

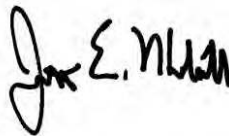
If you have any questions regarding the Solid Waste Management Program comments above, please contact Michelle McCloud at Michelle.McCloud@mass.gov or Mark Dakers at Mark.Dakers@mass.gov.

Proposed s.61 Findings

The "Certificate of the Secretary of Energy and Environmental Affairs on the Environmental Notification Form" may indicate that this Project requires further MEPA review and the preparation of an Environmental Impact Report. Pursuant to MEPA Regulations 301 CMR 11.12(5)(d), the Proponent will prepare Proposed Section 61 Findings to be included in the EIR in a separate chapter updating and summarizing proposed mitigation measures. In accordance with 301 CMR 11.07(6)(k), this chapter should also include separate updated draft Section 61 Findings for each State agency that will issue permits for the Project. The draft Section 61 Findings should contain clear commitments to implement mitigation measures, estimate the individual costs of each proposed measure, identify the parties responsible for implementation, and contain a schedule for implementation.

The MassDEP Southeast Regional Office appreciates the opportunity to comment on this proposed Project. If you have any questions regarding these comments, please contact George Zoto at George.Zoto@mass.gov or Jonathan Hobill at Jonathan.Hobill@mass.gov.

Very truly yours,



Jonathan E. Hobill,
Regional Engineer,
Bureau of Water Resources

JH/GZ

Cc: DEP/SERO

ATTN: Gerard Martin, Regional Director
Seth Pickering, Deputy Regional Director, BAW
John Handrahan, Deputy Regional Director, BWSC
Jennifer Viveiros, Deputy Regional Director, ADMIN

Maissoun Reda, Chief, Wetlands and Waterways, BWR
Greg DeCesare, Wetlands, BWR
Brendan Mullaney, Waterways, BWR
David Hill, Waterways, BWR
Mark Dakers, Chief, Solid Waste Management, BAW
Jennifer Wharff, Solid Waste Management, BAW
Michelle McCloud, Solid Waste Management, BAW
Mark Poudrier, Chief, Air/New Source Review
Christopher Redus Air/New Source Review
Angela Gallagher, Chief, Site Management, BWSC
Amanda Cantara, Site Management, BWSC
Ashley Bosse, Site Management, BWSC



**MINOR PROJECT MODIFICATION TO MASSACHUSETTS DEPARTMENT OF PUBLIC
WORKS CONTRACT NO. 2650, DATED MAY 20, 2025**



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

May 20, 2025

Town of Scituate
c/o GZA GeoEnvironmental, Inc.
Attn: David A. Smith
144 Elm Street
Amesbury, MA 01913

RE: Minor Project Modification to Department of Public Works Contract No. 2650
81 Surfside Road, Scituate

Dear Mr. Smith:

The Department has reviewed your request on behalf of the Town of Scituate to modify the above referenced DPW Contract which the Waterways Program recognizes as a Chapter 91 authorization. The project involves the reconstruction of approximately 70 feet of the existing stone revetment and concrete seawall. New steel sheet piles will be installed at the toe of the concrete seawall approximately 1-foot seaward of the existing sheet piles. Concrete will be used to fill the void between the sheet piles and the base of the seawall. Cracks and spalling in the seawall will be repaired. The stone revetment will be reconstructed within the footprint authorized under DPW Contract No. 2650. The proposed modifications are shown on a plan titled, "Scituate Seawall Repair, 81 Surfside Road, Scituate, Massachusetts", prepared by GZA GeoEnvironmental, Inc., (5 sheets) dated April 2025.

The Department has determined that pursuant to 310 CMR 9.22, the activity constitutes a minor project modification, which represents an insignificant deviation from the original specifications of DPW Contract No. 2650 and as such this activity does not require a new license. Please note that other local, state and federal requirements may apply.

If you have any questions pertaining to this matter, please do not hesitate to contact me at (857) 276-1331 or david.hill@mass.gov.

Sincerely,

David E. Hill

David E. Hill
Environmental Engineer
Waterways Program

cc: Scituate Harbormaster
Scituate Conservation Commission
Town of Scituate, Attn: Sean McCarthy, Engineering Supervisor

This information is available in alternate format. Please Contact MassDEP at 617-292-5500.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper



ORDER OF CONDITIONS FILE NO. 068-3160, ISSUED APRIL 18, 2025



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:
068-3160

MassDEP File #

eDEP Transaction #

SCITUATE

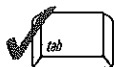
City/Town

A. General Information

Please note:
this form has
been modified
with added
space to
accommodate
the Registry
of Deeds
Requirements

1. From: SCITUATE
Conservation Commission
2. This issuance is for
(check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions
3. To: Applicant:

Important:
When filling
out forms on
the
computer,
use only the
tab key to
move your
cursor - do
not use the
return key.



a. First Name Town of Scituate b. Last Name _____

c. Organization 600 Chief Justice Cushing Highway

d. Mailing Address Scituate MA 02066

e. City/Town _____ f. State _____ g. Zip Code _____

4. Property Owner (if different from applicant):

a. First Name Beach Boy Realty Trust b. Last Name _____

c. Organization 117 Lyman Road

d. Mailing Address Brookline MA 02467

e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

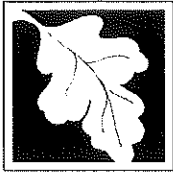
81 Surfside Road Scituate

a. Street Address 15 b. City/Town 1-40

c. Assessors Map/Plat Number _____ d. Parcel/Lot Number _____

Latitude and Longitude, if known: 42d13m42.38s -70d45m20.09s

d. Latitude _____ e. Longitude _____



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

PLYMOUTH

135133

a. County

b. Certificate Number (if registered land)

675

133

c. Book

d. Page

7. Dates: 2/27/25 3/17/25 4/18/25
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):

Scituate Seawall Repair 81 Surfside Road, Scituate, Massachusetts

a. Plan Title

GZA GeoEnvironmental, Inc.

Anders D. Bjarngard

b. Prepared By

c. Signed and Stamped by

2/18/25

1"=10'

d. Final Revision Date

e. Scale

f. Additional Plan or Document Title

g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

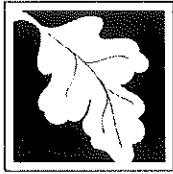
Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☒ Public Water Supply b. ☒ Land Containing Shellfish c. ☒ Prevention of Pollution
d. ☒ Private Water Supply e. ☒ Fisheries f. ☒ Protection of Wildlife Habitat
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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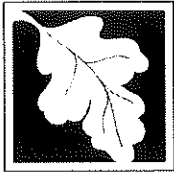
B. Findings (cont.)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. ☐ Bank	<u> </u> a. linear feet	<u> </u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. ☐ Bordering Vegetated Wetland	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. ☐ Land Under Waterbodies and Waterways	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. ☐ Bordering Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. ☐ Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. ☐ Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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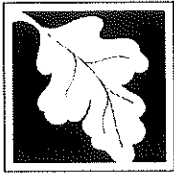
SCITUATE

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. ☐ Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. ☐ Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. ☒ Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. ☒ Coastal Beaches	1,593 & 13,317temp	14,910	cu yd	cu yd
14. ☒ Coastal Dunes	15,205 (temp)	15,205	c. nourishment	d. nourishment
			cu yd	cu yd
15. ☐ Coastal Banks	a. linear feet	b. linear feet		
16. ☐ Rocky Intertidal Shores	a. square feet	b. square feet		
17. ☐ Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. ☐ Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. ☐ Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. ☐ Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. ☒ Land Subject to Coastal Storm Flowage	15,205 (temp)	15,205	b. square feet	
22. ☐ 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
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SCITUATE

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):

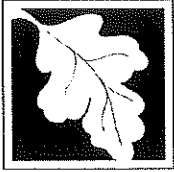
a. number of new stream crossings

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**

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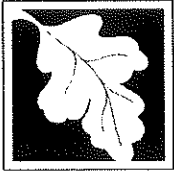
SCITUATE

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 68-3160 "
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

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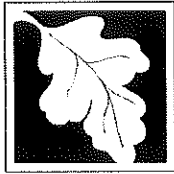
City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) ☐ is subject to the Massachusetts Stormwater Standards
- (2) ☒ is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
- ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
- iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



Massachusetts Department of Environmental Protection
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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

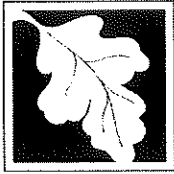
i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

WPA Form 5 – Order of Conditions

**Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws**

Provided by MassDEP:

068-3160

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

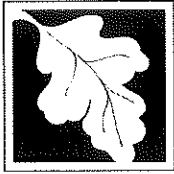
C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

SEE ATTACHED PAGES 1-5

- 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
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SCITUATE

City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The SCITUATE Conservation Commission hereby finds (check one that applies):

- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

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:

Town of Scituate Code of Bylaws

30700

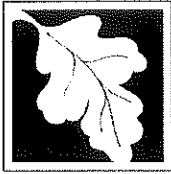
1. Municipal Ordinance or Bylaw

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):

SEE ATTACHED PAGES 1-5



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
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:

068-3160
MassDEP File #

eDEP Transaction #

SCITUATE

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.

Please indicate the number of members who will sign this form.

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.

4/18/25

1. Date of Issuance

5

2. Number of Signers

Signature

Frank Snow

Printed Name

Signature

Richard Harding

Printed Name

Signature

Penny Scott-Pipes

Printed Name

Signature

Jen Foley

Printed Name

Signature

Brendan Collins

Printed Name

Signature

Eric DiTommaso

Printed Name

Signature

Printed Name

Signature

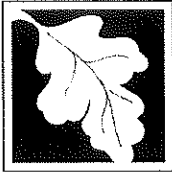
Printed Name

☒ by hand delivery on

☒ by certified mail, return receipt requested, on

Date

Date



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**

WPA Form 5 – Order of Conditions

**Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws**

Provided by MassDEP:

068-3160

MassDEP File #

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SCITUATE

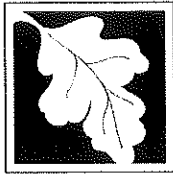
City/Town

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
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:

068-3160

MassDEP File #

eDEP Transaction #

SCITUATE

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.

SCITUATE

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

SCITUATE

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

81 Surfside Road

Project Location

68-3160

MassDEP File Number

Has been recorded at the Registry of Deeds of:

PLYMOUTH

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number: _____

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

a. Street Address _____

b. City/Town, Zip _____

c. Check number _____

d. Fee amount _____

2. Person or party making request (if appropriate, name the citizen group's representative):

Name _____

Mailing Address _____

City/Town _____

State _____

Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name _____

Mailing Address _____

City/Town _____

State _____

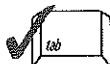
Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

4. DEP File Number: _____

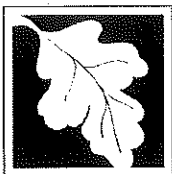
Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



B. Instructions

1. When the Departmental action request is for (check one):

- ☐ Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- ☐ Superseding Determination of Applicability – Fee: \$120
- ☐ Superseding Order of Resource Area Delineation – Fee: \$120



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**Request for Departmental Action Fee
Transmittal Form**

DEP File Number:

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. 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.

Special Conditions for: 81 Surfside Road Seawall

Applicant: Town of Scituate

DEP FILE # 068-3160

Contact Information:

Applicant: Town of Scituate
600 Chief Justice Cushing Highway
Scituate, MA 02066

Representative: David Smith
GZA GeoEnvironmental
144 Elm Street
Amesbury, MA 01913
781-278-4806
David.smith@gza.com

Findings of Fact

The applicant has filed this Notice of Intent for the repair of an existing seawall.

Jurisdiction:

- *310 CMR 10.02 (1) (d): Land Subject to Coastal Storm Flowage*- including, but not limited to the coastal floodplain, as set forth on the Flood Insurance Rate Maps; *2.(a)* Any activity proposed or undertaken within an area specified in SWR 10.02 which, in the judgment of the Conservation Commission, will remove, fill, dredge or alter an Area Subject to Protection Under the bylaw is subject to regulation under the bylaw and requires the filing of a Notice of Intent or a Request for Determination of Applicability
- *310 CMR 10.02 (1) (a): Coastal Dune*- Defined in 10.28 as any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm over wash. Coastal dune also means sediment deposited by artificial means and serving the purpose of storm damage prevention or flood control.
- *310 CMR 10.02 (1) (a): Coastal Beach*- Defined in 10.27 as unconsolidated sediment subject to wave, tidal and coastal storm action which forms the gently sloping shore of a body of salt water and includes tidal flats. Coastal beaches extend from the mean low water line landward to the dune line, coastal bankline or the seaward edge of existing human-made structures, when these structures replace one of the above lines, whichever is closest to the ocean.

Existing Conditions: The lot is currently improved with an existing seawall with an adjacent stone slope revetment. These structures have suffered storm damage.

Resource Areas: The area is located on barrier beach and contains land subject to coastal storm flowage, coastal dune, and coastal beach.

Proposed Work: The applicant is proposing to repair the existing sea wall and revetment by replacing existing steel sheet pile toe protection with a new steel pile, reconstructing adjacent stone revetments within its existing footprint, mortar and reinforce concrete patch repairs, and to address seawall cracks with repairs.

Erosion and Sedimentation Control: ...

On April 16, 2025 the Commission voted 5-0-0 to issue an Order of Conditions approving the project with the special conditions noted below.

This Order of Conditions expires 3 years from the date of issuance. If your project is not complete at that time, you should request an Extension in writing.

Special Conditions under the Wetlands Protection Act

Overall Conditions

21. Violation of any condition may result in **Enforcement Action**.
22. Prior to the start of work at the site the Order of Conditions shall be recorded at the Registry of Deeds as noted in the standard condition on WPA Form 5. Failure to comply with this condition shall be deemed cause to revoke this Order of Conditions. If this Order of Conditions is **NOT** recorded at the Registry of Deeds within **60 days** it will be considered expired.
23. **This document shall be included in all construction contracts**, subcontracts, and specifications dealing with the work proposed and shall supersede any conflicting contract requirements. The Applicant shall assure that all contractors, subcontractor and other personnel performing the permitted work are fully aware of the permit's terms and conditions. Thereafter, **the contractor will be held jointly liable for any violation** of this Order resulting from failure to comply with its conditions.
24. This Order and a copy of approved drawings and **plans shall be available at the project site** at all times for easy reference.
25. **Work shall be halted** on the site if an Agent of the Commission or DEP determines that any of the work is not in compliance with this Order of Conditions.
26. If any **unforeseen problem** occurs during the construction which affects any of the eight statutory interests of the Wetlands Protection Act, Chapter 131, Section 40, upon discovery, the applicant shall notify the Conservation Commission, and an immediate meeting shall be held between the Conservation Commission, the applicant, the applicant's engineer & contractor and other concerned parties to determine the corrective measures to be employed. The applicant shall then act to correct the problems using the corrective measures agreed upon. In the event of a dispute amongst the participants of any meeting, the Commission's view shall prevail.
27. The Commission reserves the **right to require additional conditions if deemed necessary** to protect resource areas and interests as defined in MGL Chapter 131 Section 40 (310 CMR 10.00).
28. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be party to all agency proceedings and hearings before the Department.
29. With respect to all conditions the Conservation Commission designates the Conservation Agent as its administrative agent with full powers to act on its behalf in administering and enforcing this Order.
30. A Conservation Commissioner or the Commission's Agent shall have the right to halt all work on the site if the Commissioner or Agent determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply with the Order of Conditions, and has so notified the applicant in writing.

Conditions Prior to Construction

31. No work conditioned by this Order may begin unless **all other applicable local, state or federal agency, such required approval, permitting or licensing are acquired by the applicant, which may include, but not limited to, permits from the Town of Scituate's Building Commissioner, Board of Health, Department of Public Works, Fire Department and Planning Board before beginning construction**. If any other permitting authorities require substantive changes to the

approved plans, the Conservation Commission may require further review and reserves the right to suspend this permit and re-open the hearing.

32. Prior to construction the general contractor shall designate a **construction staging area**, located within the approved limit of work or on paved surfaces. All construction trailers, portable sanitary facilities, material storage and overnight parking of equipment shall be in the staging area. The perimeter of the staging area shall be protected as necessary with silt fence and the ground surface shall be protected with washed stone or another suitable non-erosive material.
33. The **erosion controls** shall be properly installed as shown on the plan. The Commission may require additional control methods if site conditions warrant. An engineer will certify the location of the erosion controls before work commences.
34. This Conservation Commission will be notified one week prior to construction to allow for a **pre-construction meeting**. The following people shall be present for the pre-construction meeting: the Conservation Agent, the Applicant or their representative, and the Contractor. The purpose of the pre-construction site visit shall be to review the Order of Conditions and the approved limit of work, discuss erosion control monitoring and confirm who is responsible for maintenance of erosion controls.
35. Prior to the start of work, the applicant shall provide the Commission (in writing) with the names, addresses, business number and emergency contact numbers of both the project supervisor and his/her alternate.
36. Failure to post a sign as required in WPA Form 5 will result in the issuance of a stop-work order by the Commission. The sign shall conform to the Town of Scituate's Sign By-Law, may not be attached to any living tree, and shall be placed so that it is clearly visible from a public right of way.

Conditions During Construction

37. All **erosion control barriers shall be maintained** in good repair until all disturbed areas have been fully stabilized with vegetation or other means. 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. This barrier shall delineate the limit of disturbance and no alteration of soils or vegetation shall take place beyond this line.
38. If **unforeseen problems** occur during construction which may affect the statutory interests of the Wetlands Protection Act and/or regulations, the Commission shall immediately be notified, and an immediate meeting shall be held between the Commission or its Agent, the Applicant, and other concerned parties to determine the correct measures to be employed. The Applicant shall then act to correct the problems using the corrective measures agreed upon. Subsequent to resolution, the activity and resulting actions shall be documented in writing.
39. An **area for cleanup/ maintenance of equipment** shall be designated prior to construction.
40. **No fuel, oil, trash dumpsters or other pollutants shall be stored** in any resource area or the buffer zone thereto, unless specified in this Order of Conditions.

RESOURCE PROTECTION/CONSTRUCTION EQUIPMENT

41. During the MEPA process it was identified the susceptibility of the Coastal Dune/Cobble Berm at the end of Surfside Road to potential impacts associated with construction access. A pre-construction survey shall be submitted prior to work and post-construction restoration survey shall be submitted along with the request for a Certificate of Compliance.

42. All construction equipment shall be stored in such a manner so as to not introduce any pollutants into any resource areas, and in no event shall there be any spillage of fuel, oil or other pollutants into any resource area.
43. The existing revetment has an authorized width of 18' but has slumped and unraveled well past it's permitted location. MA DMF recommends that as much of the displaced armor stone be recovered as possible.
44. Construction activity, including staging of construction material and equipment as well as equipment transit to and from the construction site, should avoid intertidal habitat to the greatest extent practicable. As much work as possible should be conducted from the upland portion of the revetment to avoid compaction of intertidal sediment.
45. Armor stone should not be stored in the intertidal area during construction.
46. Concrete delivery vehicles should be prohibited from washing down equipment on site. This activity could potentially wash excess concrete and hydrocarbons into marine resource areas.
47. Fuel spills from refueling of construction equipment will adversely impact sensitive resource areas. Impacts to resource areas can be avoided by prohibiting all land-based equipment from being refueled on-site.

Final Site Stabilization and Removal of Erosion Controls

48. Once the site has been stabilized, the Applicant/Owner/Assign shall **remove and properly dispose of all erosion controls**. Removal of said erosion controls shall be accomplished utilizing the least invasive means possible. Prior to their removal an inspection shall be made, at the applicant's request, by the Commission.

Conditions related to Certificate of Compliance

49. Upon completion of construction and final soil stabilization, the Applicant/Owner/Assign shall submit the following to the Conservation Commission to request a Certificate of Compliance:
 - a. A Completed Request for a Certificate of Compliance form (WPA Form 8A or other form if required by the Conservation Commission at the time of request);
 - b. A letter from a Registered Professional Engineer certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted;
 - c. An "As-Built" plan signed and stamped by a Registered Professional Engineer or Land Surveyor showing post-construction conditions within all areas under the jurisdiction of the Massachusetts Wetlands Protection Act. This plan shall include at a minimum:
 - i. All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in this OOC;
 - ii. Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, constructed under this Order within any wetland resource area or buffer zone;
 - iii. Distances from any structures constructed under this Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
 - iv. A line delineating the limit of work - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under this Order;



(DRAWINGS ACCOMPANYING THIS PERMIT AVAILABLE UPON REQUEST)



**USACE PRE-CONSTRUCTION NOTIFICATION NAE-2025-00533, DATED SEPTEMBER 11,
2025**



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

September 11, 2025

Regulatory Division
File Number: NAE-2025-00533

Sean McCarthy
Town of Scituate Department of Public Works
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066
Sent by email: smccarthy@scituatema.gov

Dear Mr. McCarthy:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to repair the existing storm-damaged seawall and adjacent stone slope revetment to restore about 1,593 square feet and 73 LF of the coastal engineering structure to pre-disaster design. 107 cubic yards of fill will be placed and there will be 162 cubic yards of sediment and revetment stone dredging from within a 1,260 square foot area. Approximately 70 linear feet of steel sheet piles will be installed through vibratory installation from land-based equipment to serve as scour protection. Work will be performed in the dry. This project is located in the Atlantic Ocean at 81 Surfside Road, Scituate, Massachusetts. The work is shown on the enclosed plans titled "SCITUATE SEAWALL REPAIR," on 6 sheets, and dated "FEBRUARY 2025."

Based on the information that you have provided, we verify that the activity is authorized under General Permit # 2 and 9 of the June 2, 2023, federal permit known as the Massachusetts General Permits (GPs). The GPs are available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit>.

Please review the enclosed GPs carefully, in particular the general conditions beginning on page 35, and ensure that you and all personnel performing work authorized by the GPs are fully aware of and comply with its terms and conditions. A copy of the GPs and this verification letter shall be available at the work site as required by General Condition 17. You must perform this work in compliance with the following special conditions:

1. You must complete and return the enclosed Certificate of Compliance within one month following the completion of the authorized work.
2. You shall contain any discharge of poured concrete within cells or watertight forms until the concrete has set.
3. You shall secure controls and materials during exceptionally high tides and storm

events to avoid unintended loss of material and potential associated adverse effects to fisheries resources.

This authorization expires on June 1, 2028. You must commence or have under contract to commence the work authorized herein by June 1, 2028, and complete the work by June 1, 2029. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

Your project is located within, or may affect resources within, the coastal zone. The Massachusetts Office of Coastal Zone Management (CZM) has already determined that no further Federal Consistency Review is required.

We continually strive to improve our customer service. To better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

Please contact Abigail Thrall of my staff at abigail.e.thrall@usace.army.mil or (978) 318-8029 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Jacek".

Christine Jacek
Chief, Massachusetts Branch
Regulatory Division

cc:

David A. Smith, GZA GeoEnvironmental, Inc.; david.smith@gza.com

Alexa Cacacie, NMFS, Gloucester, MA; alexia.cacacie@noaa.gov

Sean Duffey, Coastal Zone Management, Boston, MA, sean.duffey@mass.gov

Patrice Bordonaro, Coastal Zone Management, Boston, MA,

patrice.bordonaro@mass.gov

Maissoun Reda, Chief, DEP SERO, Wetlands and Waterways, Lakeville, MA;

maissoun.reda@mass.gov

David Wong, MassDEP, david.w.wong@mass.gov

MassDEP-WRP, Boston, MA; dep.waterways@mass.gov

David Robinson, MA Board of Underwater Archaeological Resources (BUAR);

david.s.robinson@mass.gov

Scituate Conservation Commission, pshea@town.scituate.ma.us



(DRAWINGS ACCOMPANYING THIS PERMIT AVAILABLE UPON REQUEST)



**401 WATER QUALITY CERTIFICATION APPLICATION NO. 25-WW08-0006-APP, DATED
AUGUST 12, 2025**



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

100 Cambridge Street 9th Floor Boston, MA 02114 • 617-292-5500

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

August 12, 2025

Sean McCarthy
Town of Scituate
600 Chief Justice Cushing Highway
Scituate, MA 02066
Weymouth, MA 02189

DEP WQC APPLICATION # 25-WW08-0006-APP
EEA # 16864
DEP File # 068-3160
NAE-2025-00533
401 WQC Application Complete: 7/29/25

RE: 401 WATER QUALITY CERTIFICATION
Application for: BRP WW 08
WATER QUALITY CERTIFICATION FOR DREDGING – MINOR PROJECT

AT: 81 Surfside Road – Scituate
South Coastal Drainage Area

Dear Mr. McCarthy:

The Department of Environmental Protection (“MassDEP”) has reviewed your application for a 401 Water Quality Certification for Dredging (“401 WQC”), as referenced above and is basing its certification upon an evaluation of the information contained in the application which is relevant to water quality considerations. In accordance with the provisions of Section 401 of the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), M.G.L. c. 21, §§ 26-53, and 314 CMR 9.00, MassDEP has determined there is reasonable assurance the project or activity, as conditioned herein, will be conducted in a manner which will not violate applicable water quality standards (314 CMR 4.00) and other appropriate requirements of state law.

The waters of this portion of the South Coastal Drainage Area are designated in the Massachusetts Surface Water Quality Standards as Class SA. Such waters are intended “as excellent habitat for fish, other aquatic life and wildlife, and for primary and secondary contact recreation.” Antidegradation provisions of these Standards require that “existing uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.” In addition, this area has been designated for Shellfishing pursuant to 314 CMR 4.00.

This information is available in alternate format. Please contact MassDEP at 617-292-5500.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

The above-referenced project involves the reconstruction of an existing storm-damaged seawall and adjacent stone revetment within its previously authorized footprint. Approximately 162 cubic yards of material, the majority of which is comprised of the existing revetment stone, will be repositioned below the Mean High Tide Line (“MHTL”). The finer dredged materials will be placed behind the rebuilt revetment. The work is shown on the attached plans.

Sediment Chemistry Results: Two samples were collected for analysis within the proposed dredge footprint. Pursuant to 314 CMR 9.07(2)(a), chemical analysis of the sediment was not necessary because the grain size analysis revealed that less than 10 percent of each sample passed the No. 200 Sieve, and the “due diligence” review demonstrated that the area was unlikely to contain anthropogenic concentrations of oil or hazardous materials.

Public Notice: The 401 WQC Application public notice was published in *The Patriot Ledger* on June 10, 2025. No comments were received by MassDEP during the 21-day public comment period pursuant to 314 CMR 9.05(3)(e), which ended on July 1, 2025.

Section 61 Findings: Pursuant to M.G.L. Chapter 30, Sections 61 to 62H inclusive [the Massachusetts Environmental Policy Act (“MEPA”)], the project, as referenced in 401 WQC Application for Dredging, DEP Application # 25-WW08-0006-APP, was required to file an Environmental Notification Form (“ENF”). The Town of Scituate (the “Proponent”) filed the ENF for the construction of the project under EEA # 16864 and noticed the ENF in the Environmental Monitor (the “Monitor”) on August 23, 2024. In the Certificate issued on September 23, 2024, the Secretary of Energy and Environmental Affairs (the “Secretary”) determined that “this project does not require an Environmental Impact Report (“EIR”).” MassDEP has reviewed the findings in the ENF Certificate and confirms that based on the avoidance, minimization, and mitigation measures undertaken by the Applicant, in conjunction with the requirements set forth in this 401 WQC, all issues have been addressed satisfactorily.

Therefore, based on information currently in the record, MassDEP grants a 401 WQC for this project subject to the following conditions to maintain or attain water quality, to minimize any damage to the environment that may result from the project, and to ensure compliance with appropriate provisions of state law. MassDEP certifies that there is reasonable assurance that the project or activity, as conditioned herein, will be conducted in a manner which will not violate applicable water quality standards (314 CMR 4.00) and other appropriate requirements of state law.

1. The contractor shall take all steps necessary to ensure that the proposed activities will be conducted in a manner that will avoid violations of the antidegradation provisions of the Massachusetts Surface Water Quality Standards, 314 CMR 4.00, that protect all waters, including wetlands. Pursuant to 314 CMR 9.01(3), this condition is necessary to ensure that any discharge from the project complies with the Massachusetts Surface Water Quality Standards, as provided in 314 CMR 4.00,

to protect the public health and restore and maintain the chemical, physical, and biological integrity of the water resources of the Commonwealth.

2. Prior to the start of work, or for any portion of the work thereafter, MassDEP shall be notified of any change(s) in the proposed project or plans that may affect waters or wetlands. MassDEP will determine whether the change(s) requires a revision to this 401 WQC. Pursuant to 314 CMR 9.07(1) and 314 CMR 9.09(2), this condition is necessary to protect the public health and restore and maintain the chemical, physical, and biological integrity of the water resources of the Commonwealth.
3. Dredging in accordance with this 401 WQC may begin following the 21-day appeal period and once all other permits have been received. Pursuant to 314 CMR 9.10, this condition is necessary to ensure that due process is provided to certain persons deemed to be aggrieved by the 401 WQC.
4. All work shall be performed in accordance with the following documents and plans [Pursuant to 314 CMR 9.05(1), this condition is necessary as these documents outline how the execution of the project will meet the criteria of 314 CMR 9.07 thereby protecting water quality and preventing degradation to wetlands and waters of the Commonwealth]:
 - Application for 401 WQC for Dredging, DEP Application # 25-WW08-0006-APP, dated May 2, 2025, as revised through July 29, 2025, with attachments.
 - Plan entitled “Scituate Seawall Repair, 81 Surfside Road, Scituate, Massachusetts, Contract No. 23-FS-39, FEMA Project No. 87391 (4372DR-MA),” consisting of 5 sheets, various scales, dated August 6, 2024, as revised through April 14, 2025, not signed or stamped, prepared by GZA GeoEnvironmental, Inc., and attached to this 401 WQC.
5. MassDEP shall be notified, attention Derek Standish [617-875-3843 derek.standish@mass.gov], one week prior to the start of in-water work so that MassDEP staff may inspect the work for compliance with the terms and conditions of this 401 WQC. Pursuant to 314 CMR 9.05(4), this condition is necessary to ensure that construction practices are implemented in such a manner as to prevent degradation to wetlands and waters of the Commonwealth.
6. The term of this 401 WQC remains in effect for the same duration as the federal permit that requires it. Pursuant to 314 CMR 9.00, this condition is necessary to ensure that any dredging is conducted in a timely manner and complies with the Massachusetts Surface Water Quality Standards, as provided in 314 CMR 4.00, to protect the public health and restore and maintain the chemical, physical, and biological integrity of wetlands and waters of the Commonwealth.
7. During the project period, there shall be no discharge or spillage of fuel, oil or other pollutants, including sediments, onto any part of the site. The applicant shall take all

reasonable precautions to prevent the release of pollutants by ignorance, accident or vandalism. Pursuant to 314 CMR 9.07(1), this condition is necessary to ensure that construction practices are implemented in such a manner as to prevent degradation to wetlands and waters of the Commonwealth.

8. No later than four weeks after issuance of this 401 WQC, the applicant shall submit a notification procedure outlining the reporting process to MassDEP for incidents relating to dredging activities that impact surrounding resource areas and habitats including, but not limited to, observed dead or distressed fish or other aquatic organisms, observed oily sheen on the surface of the water, a sediment spill, a turbidity plume beyond the deployed Best Management Practices (“BMPs”), and a barge or equipment accident/spill. If at any time during implementation of the project such an incident occurs, the applicant shall immediately notify MassDEP and all site related activities impacting the water shall cease until the source of the problem is identified and adequate mitigating measures are deployed to the satisfaction of MassDEP. Pursuant to 314 CMR 9.07(3), this condition is necessary to ensure that construction is conducted in a manner that minimizes short-term, long-term, and cumulative impacts on the aquatic ecosystem and provides protection to human health.
9. Future maintenance dredging is not authorized under this 401 WQC. Pursuant to 314 CMR 9.04(5), the project does not qualify for the routine maintenance exemption. This condition is necessary to ensure that the chemical, physical and biological integrity of wetlands and waters of the Commonwealth are protected.
10. Work shall only occur when the tide has receded and the proposed work area is above water level. This area shall be stabilized and all equipment, stockpiled dredge materials, erosion controls, etc., shall be removed prior to the return of the waters. No work is allowed in the subtidal area below the Mean Low Water Line (“MLWL”). Pursuant to 314 CMR 9.07(1), this condition is necessary to ensure that construction will be conducted in a manner that will not adversely affect wetlands and waters of the Commonwealth.
11. All equipment/machinery shall be stored above the Mean High Tide Line (“MHTL”) and outside any wetland resource areas when not in use. Pursuant to 314 CMR 9.07(1), this condition ensures that no hazardous materials from equipment are inadvertently discharged into the resource area in which construction is occurring thereby protecting water quality.
12. 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, except as described in the documents and plans cited in Condition # 4. 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 MassDEP, 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 MassDEP pursuant to this 401 WQC. Pursuant to 314 CMR 9.07(1), this condition is necessary to ensure that construction will be conducted in a manner that will not adversely affect wetlands and waters of the Commonwealth.

13. No later than 21 days prior to commencement of dredging activity, a detailed plan of the physical dredging operation, including descriptions of the type of dredge equipment to be used, shall be submitted to MassDEP for review and written approval. Pursuant to 314 CMR 9.07(1), this condition is necessary to ensure that construction will be conducted in a manner that will not adversely affect wetlands and waters of the Commonwealth.
14. Within 30 days of the completion of dredging, photographs of the affected areas depicting post-dredge conditions shall be taken and submitted to Derek Standish [derek.standish@mass.gov] at MassDEP. Pursuant to 314 CMR 9.07(1), this condition is necessary to ensure that construction practices are implemented in such a manner as to prevent degradation to wetlands and waters of the Commonwealth.

Failure to comply with this 401 WQC is grounds for enforcement, including civil and criminal penalties, under M.G.L. c. 21, § 42, 314 CMR 9.00, M.G.L. c. 21A § 16, 310 CMR 5.00, or other possible actions/penalties as authorized by the General Laws of the Commonwealth.

This 401 WQC does not relieve the applicant of the obligation to comply with other appropriate state or federal statutes or regulations. Any changes made to the project as described in the previously submitted 401 WQC Application or supplemental documents will require further notification to and, if an amendment is required, approval by MassDEP.

NOTICE OF APPEAL RIGHTS

Certain persons shall have a right to request an adjudicatory hearing concerning 401 WQCs by MassDEP when an application is required:

- a. the applicant or property owner;
- b. any person aggrieved by the decision who has submitted written comments during the public comment period;
- c. any ten persons of the Commonwealth pursuant to M.G.L. c. 30A where a group member has submitted written comments during the public comment period; or
- d. any governmental body or private organization with a mandate to protect the environment, which has submitted written comments during the public comment period.

Any person aggrieved, any ten persons of the Commonwealth, or a governmental body or private organization with a mandate to protect the environment may appeal without having submitted written comments during the public comment period only when the claim is based on new substantive issues arising from material changes to the scope or impact of the activity and not apparent at the time of public notice. To request an adjudicatory hearing pursuant to M.G.L. c. 30A, § 10, a Notice of Claim must be made in writing, provided that the request is made by certified mail or hand delivery to MassDEP, with the appropriate filing fee specified within 310 CMR 4.10 along with a DEP Fee Transmittal Form within 21 days from the date of issuance of this 401 WQC.

Department of Environmental Protection
Case Administrator
Office of Appeals and Dispute Resolution
100 Cambridge Street, Suite 900
Boston, MA 02114

A copy of the request shall at the same time be sent by certified mail or hand delivery to the issuing office of the Wetlands Program at:

Department of Environmental Protection
Wetlands Program
100 Cambridge Street, Suite 900
Boston, MA 02114

A Notice of Claim for Adjudicatory Hearing shall comply with MassDEP's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6), and shall contain the following information pursuant to 314 CMR 9.10(3):

- a. the 401 WQC Application Number;
- b. the complete name of the applicant and address of the project;
- c. the complete name, address, and fax and telephone numbers of the party filing the request, and, if represented by counsel or other representative, the name, fax and telephone numbers, and address of the attorney;
- d. if claiming to be a party aggrieved, the specific facts that demonstrate that the party satisfies the definition of "aggrieved person" found at 314 CMR 9.02;
- e. a clear and concise statement that an adjudicatory hearing is being requested;
- f. a clear and concise statement of (1) the facts which are grounds for the proceedings, (2) the objections to this 401 WQC, including specifically the manner in which it is alleged to be inconsistent with the MassDEP's Water Quality Regulations, 314 CMR 9.00, and (3) the relief sought through the adjudicatory hearing, including specifically the changes desired in the final written 401 WQC; and
- g. a statement that a copy of the request has been sent by certified mail or hand delivery to the applicant, the owner (if different from the applicant), the conservation commission of the city or town where the activity will occur, the Department of Conservation and Recreation (when the certificate concerns

projects in Areas of Critical Environmental Concern), the public or private water supplier where the project is located (when the certificate concerns projects in Outstanding Resource Waters), and any other entity with responsibility for the resource where the project is located.

The hearing request along with a DEP Fee Transmittal Form and a valid check or money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
Commonwealth Master Lockbox
PO Box 4062
Boston, MA 02211

The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, or district of the Commonwealth of Massachusetts, or a municipal housing authority. MassDEP may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

Should you have any questions relative to this 401 WQC, please contact Derek Standish at (617) 875-3843 [derek.standish@mass.gov].

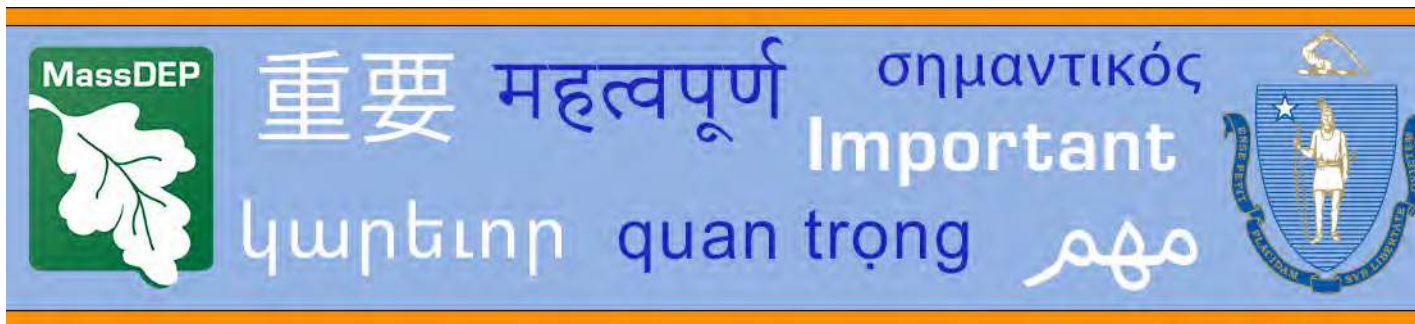
Sincerely,



Lisa Rhodes
Wetlands Program Chief

ecc: Scituate Conservation Commission, Town Hall, 600 Chief Justice Cushing Highway, Scituate, MA 02066
David Smith and Lucas Taylor, GZA GeoEnvironmental, Inc., 144 Elm Street, Amesbury, MA 01913
Sean Duffey, Office of Coastal Zone Management, 100 Cambridge Street, 9th Floor, Boston, MA 02114
Maissoun Reda and Brendan Mullaney, MassDEP – SERO, 20 Riverside Drive, Lakeville, MA 02347
Kate Frew, Division of Marine Fisheries, 30 Emerson Avenue, Gloucester, MA 01930
Abigail E. Thrall, Department of the Army, New England District, Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751
Nathan Margason, EPA, 5 Post Office Square, Suite 100, Boston, MA 02109

attachments: Communication for Non-English Speaking Parties document
Plans of Record



Communication for Non-English-Speaking Parties

This document is important and should be translated immediately.

If you need this document translated, please contact MassDEP's Director of Environmental Justice at the telephone number listed below.

Español Spanish

Este documento es importante y debe ser traducido inmediatamente. Si necesita traducir este documento, póngase en contacto con el Director de Justicia Ambiental de MassDEP (*MassDEP's Director of Environmental Justice*) en el número de teléfono que figura más abajo.

Português Portuguese

Este documento é importante e deve ser traduzido imediatamente. Se você precisar traduzir este documento, entre em contato com o Diretor de Justiça Ambiental do MassDEP no número de telefone listado abaixo.

繁體中文 Chinese Traditional

本文檔很重要，需要即刻進行翻譯。
如需對本文檔進行翻譯，請透過如下列示電話號碼與 MassDEP 的環境司法總監聯絡。

简体中文 Chinese Simplified

这份文件非常重要，需要立即翻译。
如果您需要翻译这份文件，请通过下方电话与 MassDEP 环境司法主任联系。

Ayisyen Kreyòl Haitian Creole

Dokiman sa a enpòtan epi yo ta dwe tradui l imedyatman. Si w bezwen tradui dokiman sa a, tanpri kontakte Direktè. Jistis Anviwònmanal MassDEP a nan nimewo telefòn ki endike anba a.

Việt Vietnamese

Tài liệu này và quan trọng và phải được dịch ngay. Nếu quý vị cần bản dịch của tài liệu này, vui lòng liên hệ với Giám Đốc Phòng Công Lý Môi Trường của MassDEP theo số điện thoại được liệt kê bên dưới.

ប្រទេសកម្ពុជា Khmer/Cambodian

ឯកសារនេះមានសារៈសំខាន់
ហើយគួរត្រូវបានបកប្រែភ្លាមៗ។
ប្រសិនបើអ្នកត្រូវការអោយឯកសារនេះបកប្រែ
សូមទាក់ទងនាយកផ្នែកយុត្តិធម៌បរិស្ថានរបស់
MassDEPតាមរយៈលេខទូរស័ព្ទដែលបានរាយដូចខាងក្រោម។

Kriolu Kabuverdianu Cape Verdean

Es dokumentu sta important i tenki ser tradusidu imediatamenti. Se nho ta presisa ke es dokumentu sta tradisidu, por favor kontata O Diretor di Justisia di Environman di DEP ku es numero di telefoni menxionadu di baixo.

Contact Deneen Simpson 857-406-0738

**Massachusetts Department of Environmental Protection
100 Cambridge Street 9th Floor Boston, MA 02114**

TTY# MassRelay Service 1-800-439-2370 • <https://www.mass.gov/environmental-justice>
(Version revised 8.2.2023) 310 CMR 1.03(5)(a)

Русский Russian

Это чрезвычайно важный документ, и он должен быть немедленно переведен. Если вам нужен перевод этого документа, обратитесь к директору Департамента экологического правосудия MassDEP (MassDEP's Director of Environmental Justice) по телефону, указанному ниже.

العربية Arabic

هذه الوثيقة مهمة وتجب ترجمتها على الفور.

إذا كنت بحاجة إلى ترجمة هذه الوثيقة، فيرجى الاتصال بمدير العدالة البيئية في MassDEP على رقم الهاتف المذكور أدناه.

한국어 Korean

이 문서는 중대하므로 즉시 번역되어야 합니다. 본 문서 번역이 필요하신 경우, 매사추세츠 환경보호부의 "환경정의" 담당자 분께 문의하십시오. 전화번호는 아래와 같습니다.

հայերեն Armenian

Այս փաստաթուղթը կարևոր է, և պետք է անհապաղ թարգմանել այն: Եթե Ձեզ անհրաժեշտ է թարգմանել այս փաստաթուղթը, դիմեք Մասաչուսեթսի շրջակա միջավայրի պահպանության նախարարության (MassDEP) Բնապահպանական հարցերով արդարադատության ղեկավարին (Director of Environmental Justice)՝ ստորև նշված հեռախոսահամարով

فارسی Farsi Persian

این نوشتار بسیار مهمی است و باید فوراً ترجمه شود. اگر نیاز به ترجمه این نوشتار دارید لطفاً با مدیر عدالت محیط زیستی MassDEP در شماره تلفن ذکر شده زیر تماس بگیرید.

Français French

Ce document est important et doit être traduit immédiatement. Si vous avez besoin d'une traduction de ce document, veuillez contacter le directeur de la justice environnementale du MassDEP au numéro de téléphone indiqué ci-dessous.

Deutsch German

Dieses Dokument ist wichtig und muss sofort übersetzt werden. Wenn Sie eine Übersetzung dieses Dokuments benötigen, wenden Sie sich bitte an MassDEP's Director of Environmental Justice (*Direktor für Umweltgerechtigkeit in Massachusetts*) unter der unten angegebenen Telefonnummer.

Ελληνική Greek

Το έγγραφο αυτό είναι πολύ σημαντικό και πρέπει να μεταφραστεί αμέσως. Αν χρειάζεστε μετάφραση του εγγράφου αυτού, παρακαλώ επικοινωνήστε με τον Διευθυντή του Τμήματος Περιβαλλοντικής Δικαιοσύνης της Μασαχουσέτης στον αριθμό τηλεφώνου που αναγράφεται παρακάτω

Italiano Italian

Questo documento è importante e deve essere tradotto immediatamente. Se hai bisogno di tradurre questo documento, contatta il Direttore della Giustizia Ambientale di MassDEP al numero di telefono sotto indicato.

Język Polski Polish

Ten dokument jest ważny i powinien zostać niezwłocznie przetłumaczony. Jeśli potrzebne jest tłumaczenie tego dokumentu, należy skontaktować się z dyrektorem ds. sprawiedliwości środowiskowej MassDEP pod numerem telefonu podanym poniżej.

हिन्दी Hindi

यह दस्तावेज महत्वपूर्ण है और इसका अनुवाद तुरंत किया जाना चाहिए। यदि आपको इस दस्तावेज का अनुवाद कराने की जरूरत है, तो कृपया नीचे दिए गए टेलीफोन नंबर पर MassDEP के पर्यावरणीय न्याय निदेशक से संपर्क करें।

Contact Deneen Simpson 857-406-0738

Massachusetts Department of Environmental Protection
100 Cambridge Street 9th Floor Boston, MA 02114

TTY# MassRelay Service 1-800-439-2370 • <https://www.mass.gov/environmental-justice>

(Version revised 8.2.2023) 310 CMR 1.03(5)(a)

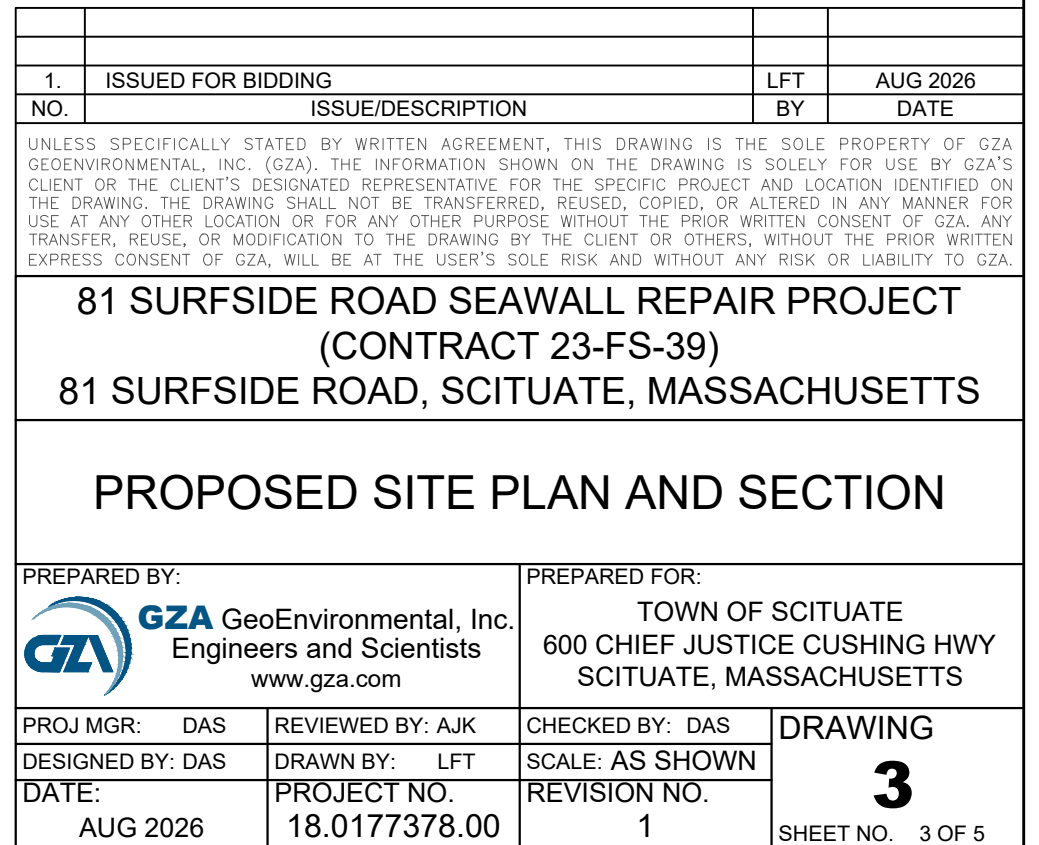
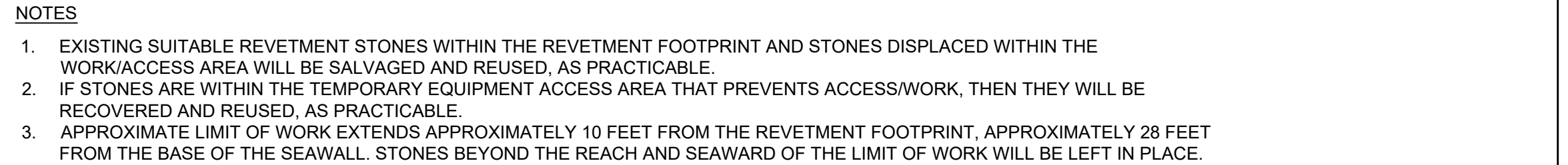


(DRAWINGS ACCOMPANYING THIS PERMIT AVAILABLE UPON REQUEST)

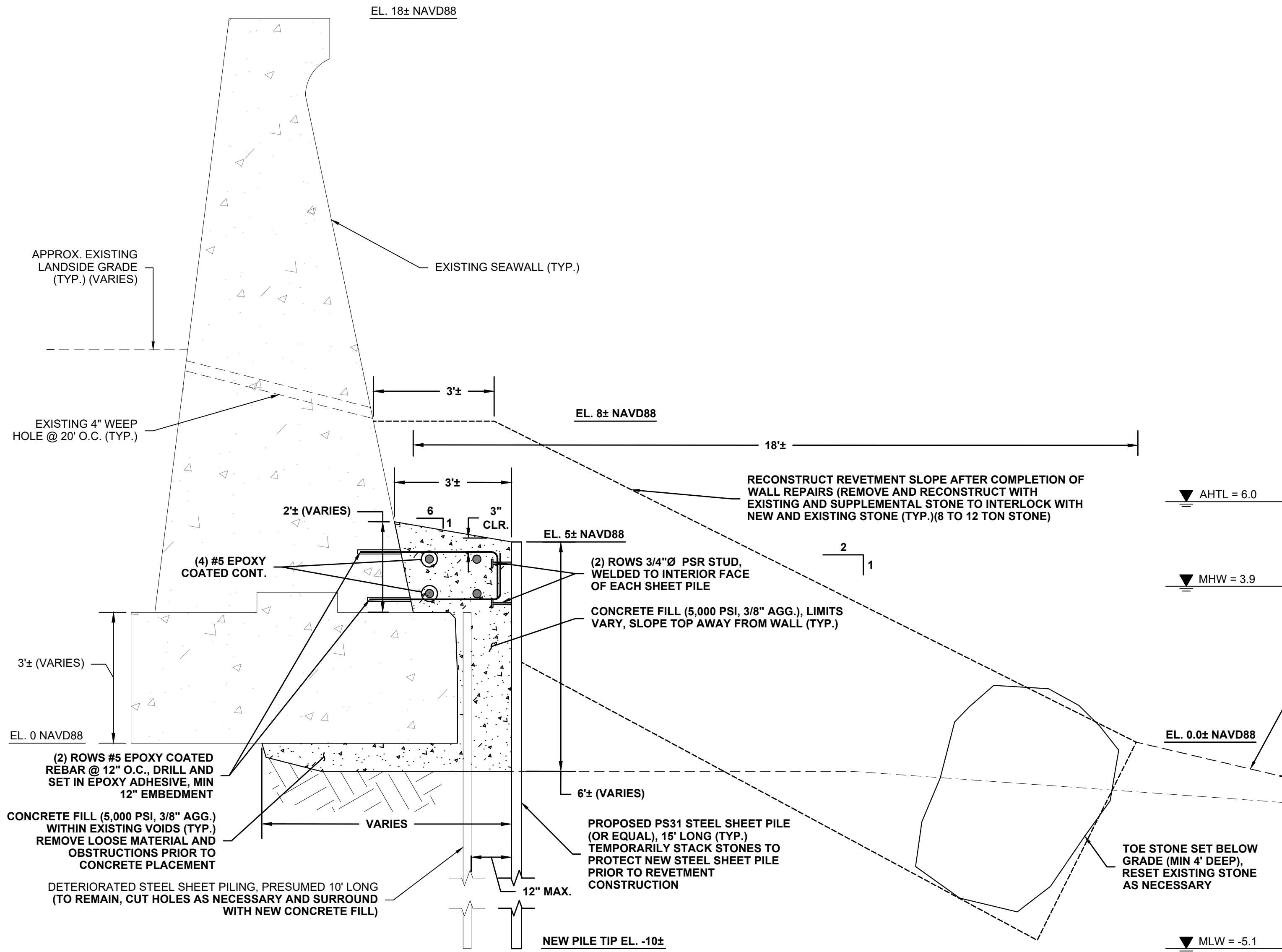
ATTACHMENT C – PROJECT DRAWINGS

FEMA PROJECT NO. 87391 (4372DR-MA)

© 2008 - CZA Geofinancial, Inc. GZA-MB177309%10.0177378.00 - B1 Surfside Rd Sewall das COVER-BID August 18, 2006 - 140cm Isabel Gleichner

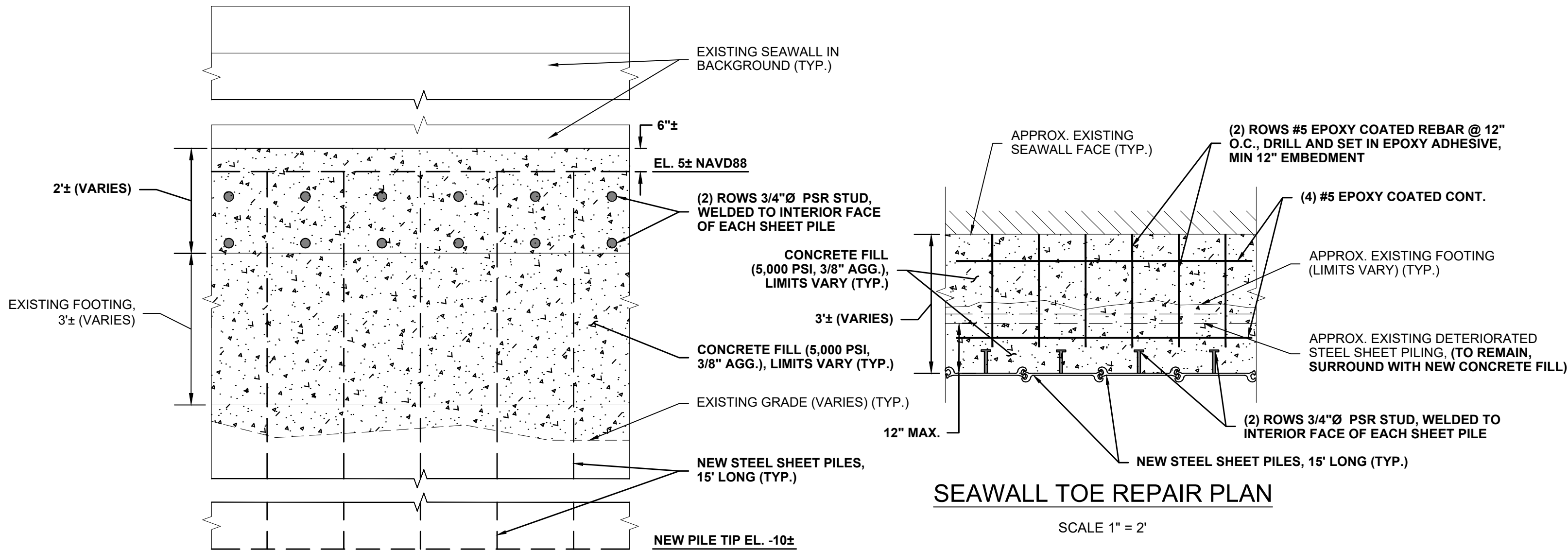


© 2024 - GZA GeoEnvironmental, Inc. GZA-118177320N/18177378-00 - 81 Surfside Road Seawall Repair Schematic (Sheet 1 of 5) - 11:40am - Initial Drawing



TYPICAL SEAWALL TOE REPAIR DETAIL

SCALE 1" = 2'

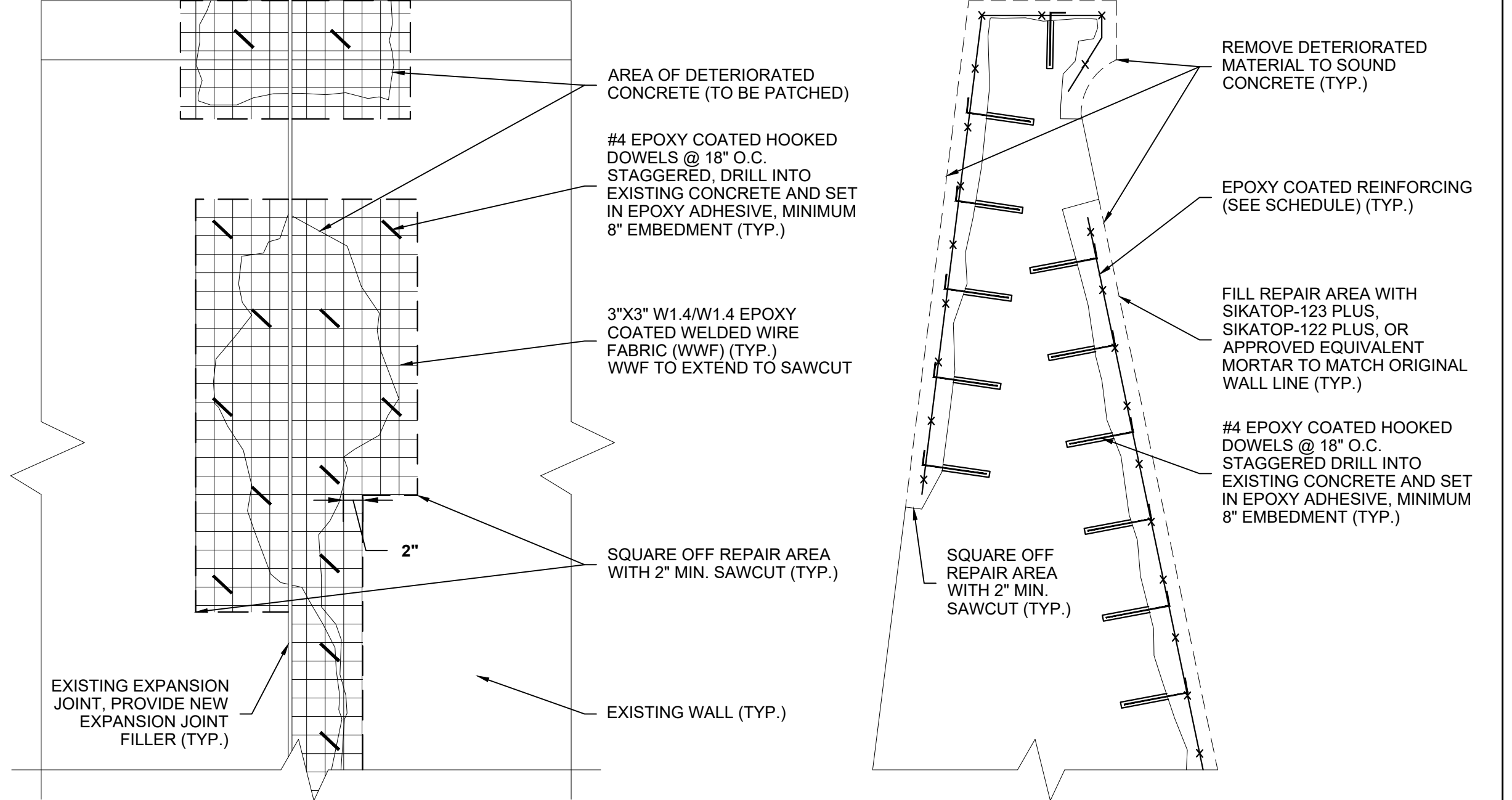


SEAWALL TOE REPAIR PLAN

SCALE 1" = 2'

SEAWALL TOE REPAIR ELEVATION

SCALE 1" = 2'



TYPICAL ELEVATION

TYPICAL SECTION

NOTES

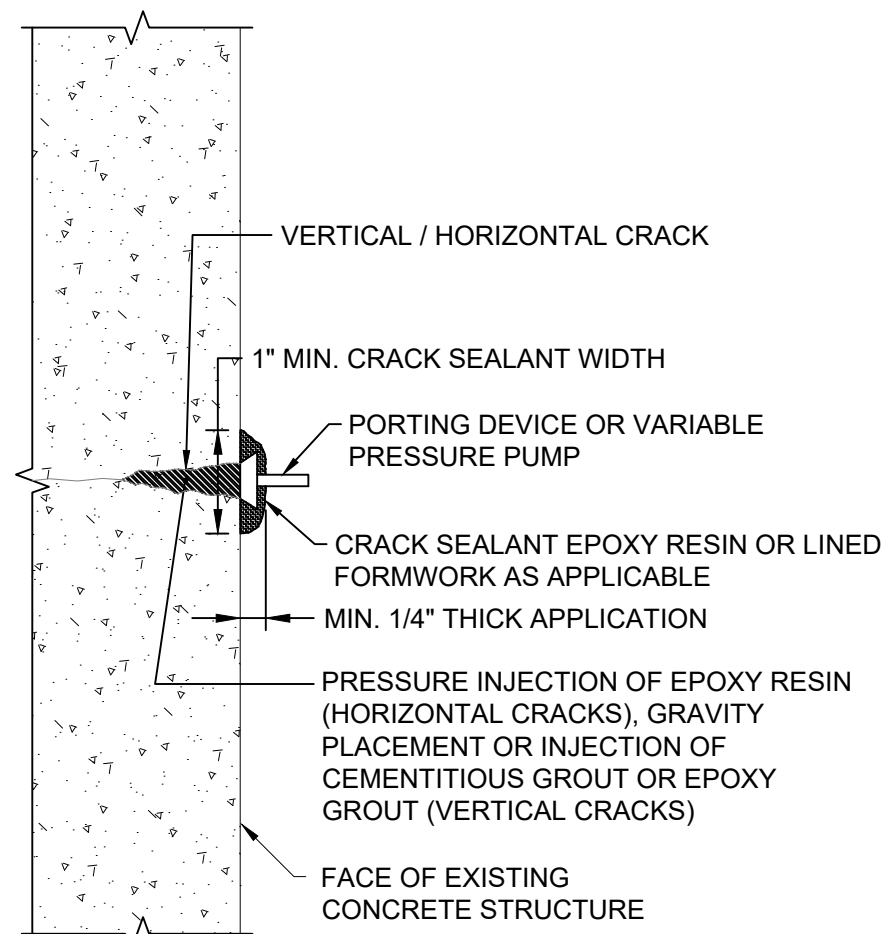
- REINFORCING SCHEDULE:
 - 2" OR LESS - NO WELDED WIRE FABRIC
 - 2" TO 4" - 3"X3" W1.4W1.4 EPOXY COATED WELDED WIRE FABRIC WITH 2" COVER
 - 4" OR MORE - #5 EPOXY COATED REBAR WITH MIN. 3" COVER
- FORMED OR TROWEL APPLIED FACE REPAIR MAY BE ACCEPTABLE.
- BONDING AGENT TO BE APPLIED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
- HIGH MODULUS EPOXY (SIKADUR-35 HI-MOD LV):
 - AREAS TO BE REPAIRED MUST BE CLEAN, SOUND, AND FREE OF CONTAMINANTS. ALL LOOSE AND DETERIORATED CONCRETE SHALL BE REMOVED BY MECHANIC MEANS. MECHANICALLY PREPARE THE CONCRETE SUBSTRATE TO OBTAIN A SURFACE PROFILE $\pm\frac{1}{8}"$ (CSP 4 OR GREATER AS PER ICRI GUIDELINES) WITH A NEW EXPOSED AGGREGATE SURFACE.
 - WHEN REINFORCING STEEL WITH ACTIVE CORROSION IS ENCOUNTERED, SANDBLAST THE STEEL TO A WHITE METAL FINISH TO REMOVE ALL CONTAMINANTS AND RUST.
- POLYMER-MODIFIED GROUT (SIKATOP 122 PLUS):
 - AREAS TO BE REPAIRED MUST BE CLEAN, SOUND, AND FREE OF CONTAMINANTS. ALL LOOSE AND DETERIORATED CONCRETE SHALL BE REMOVED BY MECHANIC MEANS. MECHANICALLY PREPARE THE CONCRETE SUBSTRATE TO OBTAIN A SURFACE PROFILE $\pm\frac{1}{8}"$ (CSP 5 OR GREATER AS PER ICRI GUIDELINES) WITH A NEW EXPOSED AGGREGATE SURFACE. AREA TO BE PATCHED SHALL NOT BE LESS THAN $\frac{3}{8}"$ IN DEPTH.
 - WHERE REINFORCING STEEL WITH ACTIVE CORROSION IS ENCOUNTERED, SANDBLAST THE STEEL TO A WHITE METAL FINISH TO REMOVE ALL CONTAMINANTS AND RUST. WHERE CORROSION HAS OCCURRED DUE TO PRESENCE OF CHLORIDES, THE STEEL SHALL BE HIGH PRESSURE WASHED AFTER MECHANICAL CLEANING. PRIME STEEL WITH 2 COATS OF SIKA ARMAC 110 EPOCEM AS DIRECTED BY MANUFACTURER.
- 3/8-INCH MARINE CONCRETE MAY BE SUBSTITUTED FOR REPAIR MORTAR FOR PATCHES 3 INCHES THICK OR GREATER.

TYPICAL SEAWALL CRACK REPAIR DETAIL

SCALE: N.T.S.

SEAWALL CRACK REPAIR NOTES:

- CLEAN DEFECTS AND ADJACENT SURFACES FREE OF LOOSE MATERIAL, DUST, DIRT, GREASE, OIL, EFFLORESCENCE, AND OTHER FOREIGN MATTER. DO NOT USE ACIDS OR CORROSIVES.
- HORIZONTAL CRACK REPAIRS:
- INSTALL PORTING DEVICE AS RECOMMENDED BY THE MANUFACTURER. PORTING DEVICE SPACING SHOULD BE AT A MAXIMUM 1-FT INTERVALS ALONG THE CRACK.
 - INSTALL LINED FORMS AS APPLICABLE AND VARIABLE PRESSURE PUMP.
 - APPLY THE MIXED EPOXY RESIN FOR SEALING OVER THE CRACK AND AROUND EACH PORTING DEVICE TO PROVIDE AN ADEQUATE SEAL TO PREVENT THE ESCAPE OF THE EPOXY RESIN ADHESIVE TO BE USED IN PRESSURE GROUTING. CRACK SEALANT EPOXY RESIN SHOULD BE PLACED TO A MINIMUM OF 1" WIDE BY $\frac{1}{2}"$ THICK AROUND PORTING DEVICES AND CRACK.
 - INJECT THE PREPARED CRACK WITH EPOXY RESIN WITH THE PORTING DEVICE OR VARIABLE PRESSURE PUMP.
 - CONTINUE INJECTION UNTIL THE CRACK IS FILLED AND ALL PORTS HAVE BEEN INJECTED.
 - REMOVE THE PORTING DEVICE, FORMWORK, OR PUMP, AND CLEAN OFF / REMOVE CRACK SEALANT MATERIAL AND ADHESIVE RUNS OR SPILLS FROM THE CRACK AREA.
- VERTICAL CRACK REPAIRS:
- PERFORM V-NOTCH SAWCUT IN CONCRETE OVER EXISTING CRACK. SAWCUT 45 ANGLE IN CONCRETE STARTING AT MINIMUM OF 1" OFFSET FROM CRACK.
 - POUR (GRAVITY PLACEMENT) OR INJECTION OF CEMENTITIOUS GROUT INTO V-NOTCH CUT OVER CRACK AND CONTINUE PLACEMENT UNTIL THE EXISTING CRACK AND V-NOTCH ARE COMPLETELY FULL TO EXISTING CONCRETE SURFACE.
 - CLEAN OFF CRACK AREA AND SURROUNDING CONCRETE SURFACE THOROUGHLY.



TYPICAL SEAWALL CRACK REPAIR DETAIL

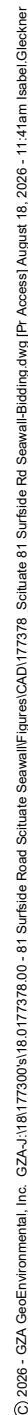
SCALE: N.T.S.



Anders B. Bjarnagard
8/18/26

1. ISSUED FOR BIDDING		LFT	AUG 2026
NO.	ISSUE/DESCRIPTION	BY	DATE
UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.			
81 SURFSIDE ROAD SEAWALL REPAIR PROJECT (CONTRACT 23-FS-39) 81 SURFSIDE ROAD, SCITUATE, MASSACHUSETTS			
PROPOSED DETAILS			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR: TOWN OF SCITUATE 600 CHIEF JUSTICE CUSHING HWY SCITUATE, MASSACHUSETTS	
PROJ MGR: DAS	REVIEWED BY: AJK	CHECKED BY: DAS	DRAWING 4 SHEET NO. 4 OF 5
DESIGNED BY: DAS	DRAWN BY: LFT	SCALE: AS SHOWN	
DATE: AUG 2026	PROJECT NO. 18.0177378.00	REVISION NO. 1	





SCALE 1" = 20'

1.	ISSUED FOR BIDDING		LFT	AUG 2026	
NO.	ISSUE/DESCRIPTION		BY	DATE	
UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOTECHNICAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.					
81 SURFSIDE ROAD SEAWALL REPAIR PROJECT (CONTRACT 23-FS-39) 81 SURFSIDE ROAD, SCITUATE, MASSACHUSETTS					
PROPOSED SITE ACCESS PLAN					
PREPARED BY:  GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR: TOWN OF SCITUATE 600 CHIEF JUSTICE CUSHING HWY SCITUATE, MASSACHUSETTS			
PROJ MGR: DAS	REVIEWED BY: AJK	CHECKED BY: DAS	DRAWING		
DESIGNED BY: DAS	DRAWN BY: LFT	SCALE: AS SHOWN	5		
DATE:	PROJECT NO:	REVISION NO:			
AUG 2026	18.0177378.00	1	SHEET NO. 5 OF 5		

ATTACHMENT D – HISTORIC BORING LOGS



CON-TEC, INC.

P.O. BOX 1153
CONCORD, N.H. 03302-1153
603-224-0020
FAX 603-224-9902

September 9, 1992

ATTN: David Vine
Nucci & Vine Assoc.
253 Low Street
Newburyport, Ma. 01950

Re: 9289
Sea Wall - Surfside Road
Scituate, Ma.

Gentlemen:

Enclosed are the typed drillers field logs of 4 test borings made for you for this project.

Soil samples from these borings were turned over to your field engineer, Mr. James Beaton at the site.

The borings were located by Mr. Beaton and were drilled in accordance with his instructions.

Thank you for this opportunity to work with you.

Very truly yours,

Robert Mc Glashan

Robert McGlashan
RM/cf

Encls:

CON—TEC INC.
P.O. BOX 1153
CONCORD, N.H.
03301
603-224-0020

GENERAL NOTES

1. The soil logs, notes and other test data shown are the result of interpretations made by representatives of Con-Tec, Inc. from personal observations made during the exploration period of samples of subsurface materials recovered during exploration and records of exploration as prepared by the drill operator.

2. Explanation of the classifications and terms:

a. Bedrock-Natural solid mineral matter occurring in great thickness and extent in its natural location. It is classified according to geological type and structure (joints, bedding, etc.) and described as solid, weathered, broken, fragmented or decomposed depending on its condition.

b. Soils-Sediments or other unconsolidated accumulations of particles produced by the physical and chemical disintegration of rocks and which may or may not contain organic matter.

PENETRATION RESISTANCE

<u>COHESIONLESS SOILS</u>		<u>COHESIVE SOILS</u>	
<u>Blows per foot</u>	<u>Relative Density</u>	<u>Blows per foot</u>	<u>Consistency</u>
0 to 4	Very loose	0 to 2	Very soft
5 to 10	Loose	3 to 4	Soft
11 to 30	Medium Dense	5 to 8	Medium stiff
31 to 50	Dense	9 to 15	Stiff
over 50	Very Dense	16 to 30	Very Stiff
		over 30	Hard

Size Component Terms

Boulder.....larger than 8 inches
Cobble or Small Stone....8 inches to 3 inches
Gravel-coarse.....3 inches to 3/4 inch
medium.....3/4 inch to 4.76 mm
Sand -coarse.....4.76mm to 2.00mm(#10 sieve)
medium.....2.00mm to 0.42mm(#40 sieve)
fine.....0.42mm to 0.074mm (#200 sieve)
Silt and Clay.....finer than 0.074mm

Proportion Terms by Weight

Major component is shown with all letters capitalized

Minor component percentage terms of total sample are:

and.....40 to 50 percent
some.....20 to 40 percent
little....10 to 20 percent
trace..... 1 to 10 percent

c. Gradation Terms - The terms coarse, medium and fine are used to describe gradation of Sands and Gravel.

d. The terms used to describe the various soil components and proportions are arrived at by visual estimates of the recovered soil samples. Other terms are used when the recovered samples are not truly representative of the natural materials, such as, soil containing numerous cobbles and boulders which cannot be sampled, thinly stratified soils, organic soils and fills.

e. Ground Water - The measurement was made during exploration work or immediately after completion, unless otherwise noted. The depth recorded is influenced by exploration methods, the soil type and weather conditions during exploration. Where no water was found it is so indicated. It is anticipated that the ground water will rise during periods of wet weather. In addition, perched ground water above the water levels indicated (or above the bottom of the hole where no ground water is indicated) may be encountered at changes in soil strata or top of rock.

SOIL SAMPLING - METHODS

Split barrel sampling

The following excerpts are from "Standard Method for penetration test and split-barrel sampling of soils."¹ (ASTM designation: D-1586-67 AASHTO Designation: T-206-70.)

1. Scope

1.1 This method describes a procedure for using a split-barrel sampler to obtain representative samples of soil for identification purposes and other laboratory tests, and to obtain a measure of the resistance of the soil to penetration of the sampler.

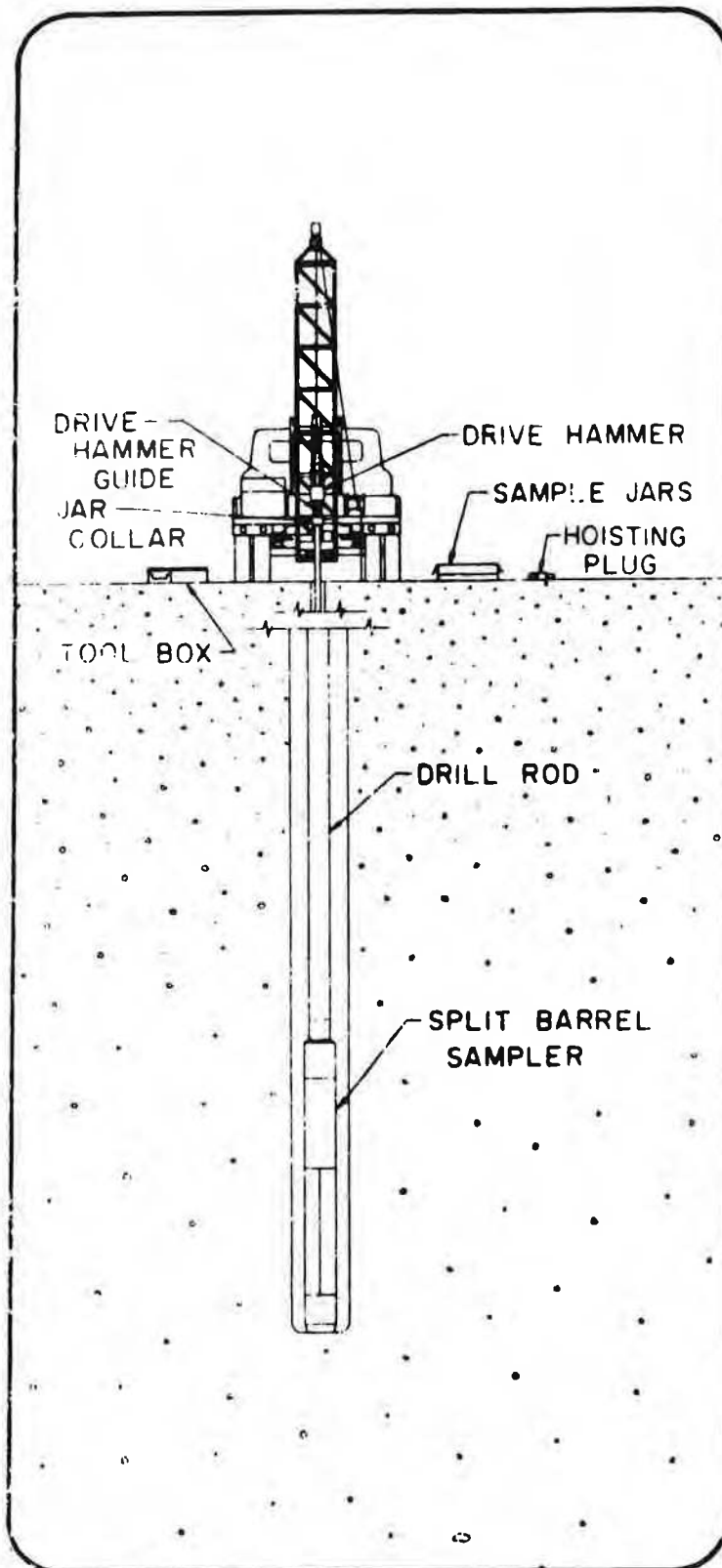
2. Apparatus

2.1 Drilling Equipment — Any drilling equipment shall be acceptable that provides a reasonably clean hole before insertion of the sampler to ensure that the penetration test is performed on undisturbed soil, and that will permit the driving of the sampler to obtain the sample and penetration record in accordance with the procedure described in 3. Procedure. To avoid "whips" under the blows of the hammer, it is recommended that the drill rod have stiffness equal to or greater than the A-rod. An "A" rod is a hollow drill rod or "steel" having an outside diameter of 1-5/8 in. or 41.2 mm and an inside diameter of 1-1/8 in. or 28.5 mm, through which the rotary motion of drilling is transferred from the drilling motor to the cutting bit. A stiffer drill rod is suggested for holes deeper than 50 ft (15m). The hole shall be limited in diameter to between 2-3/4 and 6 in. (57.2 and 152mm).

2.2 Split-Barrel Sampler — The sampler shall be constructed with the dimensions indicated (in Fig. 1.) The drive shoe shall be of hardened steel and shall be replaced or repaired when it becomes dented or distorted. The coupling head shall have four 1/2-in. (12.7-mm) (minimum diameter) vent ports and shall contain a ball check valve. If sizes other than the 2-in. (50.8-mm) sampler are permitted, the size shall be conspicuously noted on all penetration records.

2.3 Drive Weight Assembly — The assembly shall consist of a 140-lb (63.5-kg) weight, a driving head, and a guide permitting a free fall of 30 in. (0.76 m). Special precautions shall be taken to ensure that the energy of the falling weight is not reduced by friction between the drive weight and the guides.

2.4 Accessory Equipment — Labels, data sheets, sample jars, paraffin, and other necessary supplies should accompany the sampling equipment.



CON-TEC., INC.
P.O. BOX 1153
CONCORD, N.H. 03301
603-224-0020

HOLE NO. B-1

SURF. ELEV.

JOB NO. 9289

SHEET 1 OF 1

[illegible]

CON-TEC., INC.
P.O. BOX 1153
CONCORD, N.H. 03301
603-224-0020

HOLE NO. B-2

SURF. ELEV.

JOB NO. 9289

C-NO. OF BLOWS TO DRIVE	CASING 12" W/300 LB. WEIGHT FALLING 24"
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
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98	98
99	99
100	100

SHEET 1 OF 1

BORING MADE WITH BW CASING 0-15'

[illegible]

CON—TEC., INC.
P.O. BOX 1153
CONCORD, N.H. 03301
603-224-0020

HOLE NO. B-3

SURF. ELEV.

JOB NO. 9289

CASING 12" W/300 LB. WEIGHT FALLING 24"

SHEET 1 OF 1

DEPTH	C.	N.	SPL. NO.	SAMPLE DEPTH	DESCRIPTION OF MATERIAL
		1-12	1	0-2'	Tan, wet, dense, f/m/c SAND, f/m/c GRAVEL and BOULDERS
		20-12			
		15-30	2	2'-4'	2.0'
		28-26			
5.0'		18	3	4.5'-6.5'	Tan, wet, very dense to medium dense, f/m/c SAND and f/m/c GRAVEL, some wood
		10-13			
		10			8.0'
10.0'		9	4	9.5'-11.5'	Gray and brown, wet, stiff to very stiff, clayey SILT and fine SAND
		5-6			
		6			
15.0'		8	5	14.5'-16.5'	
		10-11			
		14			18.0'
20.0'		14	6A	19.5'-20.5'	Brown, wet, medium dense, f/m SAND, trace medium gravel
		12-16	6B	20.5'-21.5'	
		18			
25.0'					Brown, wet, medium dense, fine SAND, trace silt
					21.5'
					BOTTOM OF BORING
					21.5'
					Note: 1. B-3 drilled 1' West of original location.
					2. Typed drillers field log.

CON-TEC., INC.
P.O. BOX 1153
CONCORD, N.H. 03301
603-224-0020

HOLE NO. B-4

SURF. ELEV.

COMPLETED 9/3/92

JOB NO. 9289

C-NO. OF BLOWS TO DRIVE

CASING 12" W/300 LB. WEIGHT FALLING 24"

SHEET 1 OF 1

[illegible]

ATTACHMENT E – PROPERTY EASEMENT



Bk: 00675 Pg: 133 Cert: 135133
Doc: ESMT 04/20/2023 02:39 PM
ATTEST: John R. Buckley, Jr., Register
Plymouth County Registry of Deeds

GRANT OF EASEMENT

Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC Trust 2006-FR3 Mortgage Pass-Through Certificates, Series 2006-FR3 by Select Portfolio Servicing Inc., its servicer and attorney-in-fact, as set forth in Trust Certificate executed pursuant to M.G.L. c. 184, §35, recorded with the Plymouth County Registry of Deeds Certificate 108739, as Owner of the property at 81 Surfside Road in Scituate, Plymouth County, Massachusetts, being a parcel of land as determined by the Court to be located as shown on plan #17415A, filed with certificate of Title No. 6986, the same being compiled from a plan drawn by C.H. Gannett Co., Civil Engineers, dated August 30, 1939 on file in the Land Registration Office, all as modified and approved by the Court, grant to the **TOWN OF SCITUATE**, a municipal corporation with offices at 600 Chief Justice Cushing Highway, Scituate, MA 02066, for nominal consideration of less than One Hundred (\$100.00) Dollars, with Quitclaim Covenants,

- a) a temporary construction easement in an area twenty (20') feet to the north of the existing seawall on the seaward side of 81 Surfside Road;
- b) a permanent easement in an area ten (10') feet either side of said wall, both shown on the attached Exhibit A for the purposes of constructing, reconstructing, replacing, maintaining and repairing the seawall in the easement area, as well as the right to cross and re-cross the Grantor's property for such purpose; and
- c) a permanent easement in the area seaward of the said seawall for the public use of the beach.

For Grantors' title see Certificate recorded with said Registry of Deeds Certificate 103443.

Executed as a sealed instrument this 7th day of December, 2022.



Wells Fargo Bank, National Association as
Trustee for Securitized Asset Backed
Receivables LLC Trust 2006-FR3 Mortgage
Pass-Through Certificates, Series 2006-FR3 by
Select Portfolio Servicing, its servicer and
attorney-in-fact Inc

Dated: DEC 07 2022

By: [Signature]
Name: Jessica Jacobs
Title: Counsel for SPS

ACKNOWLEDGMENT

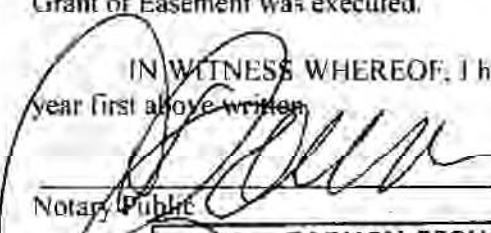
STATE OF UTAH

)
)ss.
)

COUNTY OF SALT LAKE

On the DEC 07 2022, before me, a Notary Public in and for the State of Utah, personally appeared, Jessica Jacobs, who is personally known to me to be Counsel of Select Portfolio Servicing, Inc. and the person who executed the preceding Grant of Easement on behalf of Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC Trust 2006-FR3 Mortgage Pass-Through Certificates, Series 2006-FR3, and who further acknowledged to me that by this signature, this person is an employee of Select Portfolio Servicing, Inc. who is authorized to act as attorney in fact on behalf of Wells Fargo Bank, National Association as Trustee for Securitized Asset Backed Receivables LLC Trust 2006-FR3 Mortgage Pass-Through Certificates, Series 2006-FR3 when this Grant of Easement was executed.

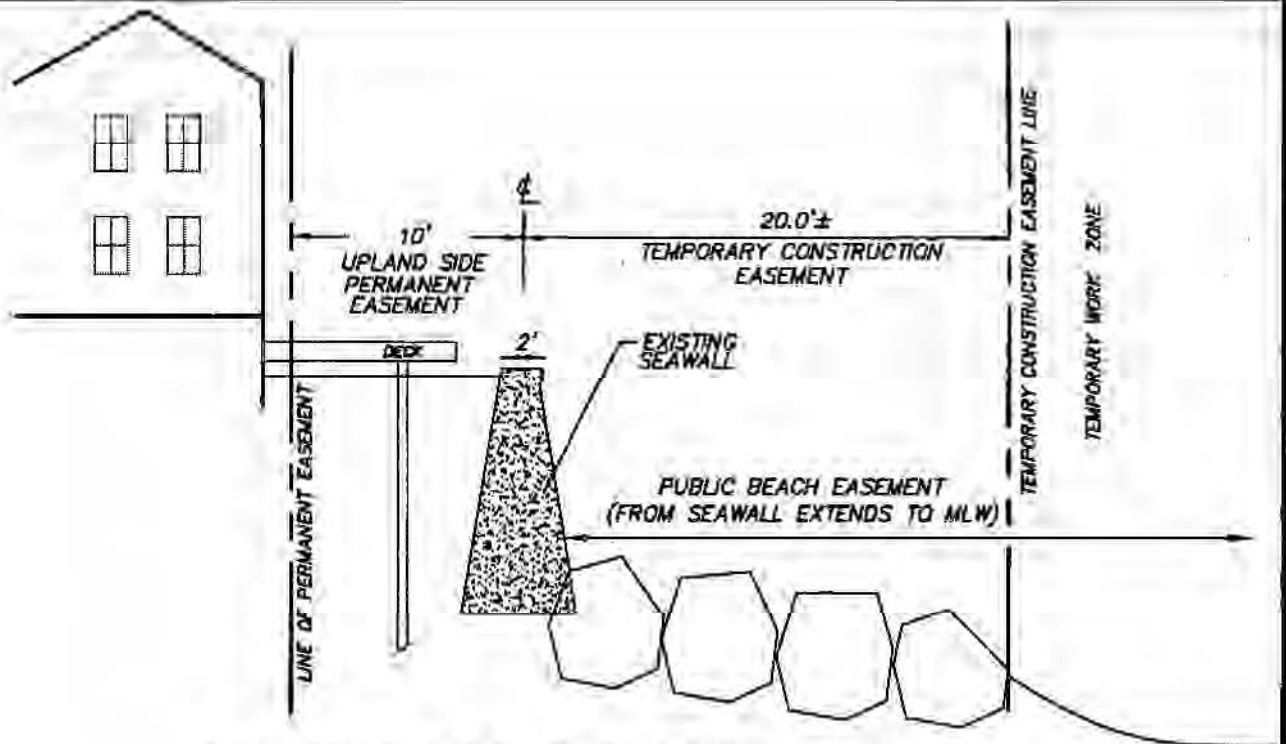
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public

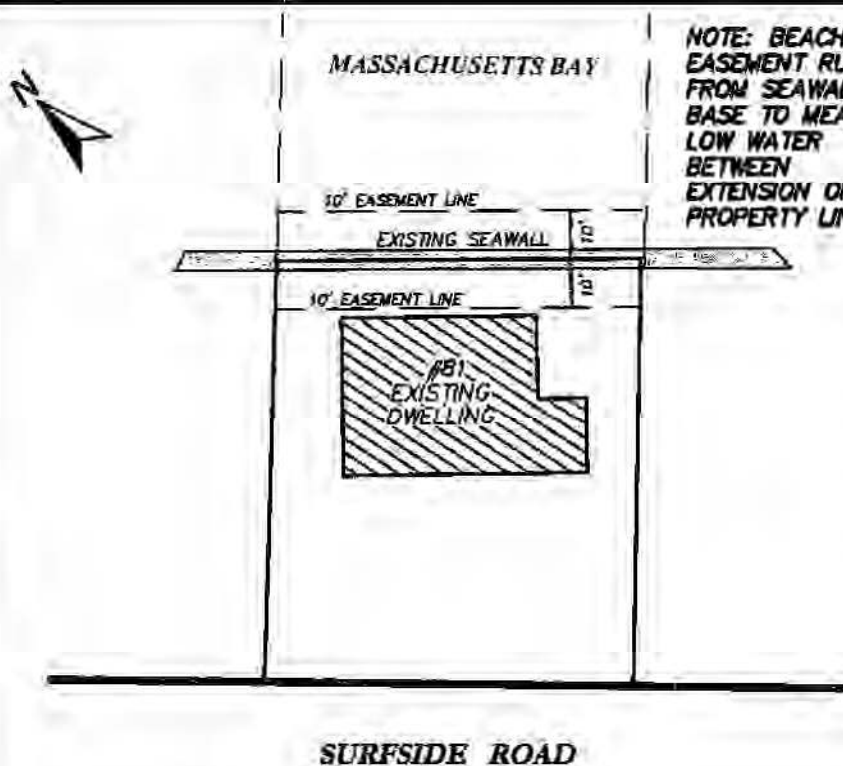
(Seal)



CARMEN BERUMEN
Notary Public State of Utah
My Commission Expires on
May 31, 2023
Comm. Number: 706182



TYPICAL WALL SECTION AND EASEMENT DETAIL
NTS



NOTE: BEACH EASEMENT RUNS FROM SEAWALL BASE TO MEAN LOW WATER BETWEEN EXTENSION OF PROPERTY LINES

REFERENCE PLANS:
CERTIFICATE No. 108739 BEING A PARCEL OF LAND AS DETERMINED BY THE LAND COURT SHOWN ON PLAN 17415A FILED WITH CERTIFICATE No. 6986 DRAWN BY C.H. GANNETT CO. CIVIL ENGINEERS, DATED AUG. 30, 1939

TOWN OF SCITUATE ASSESSOR MAP 15-1-40

NOTES:
EASEMENTS GRANTED BY OWNER TO TOWN OF SCITUATE AS REQUIRED TO CONSTRUCT/REPAIR THE SEAWALL.

EASEMENT DIMENSIONS ARE RELATIVE TO THE EXISTING SEAWALL AS-BUILT.

PLAN OF LAND SHOWING SEAWALL AND BEACH EASEMENTS
81 SURFSIDE ROAD
SCITUATE, MA

TOWN OF SCITUATE ENGINEERING DIVISION

PLAN
1"=40'

600 CHIEF JUSTICE CUSHING HIGHWAY
SCITUATE, MA 02066
DECEMBER 8, 2021 SCALE: AS NOTED

TOWN OF SCITUATE

SELECT BOARD



600 Chief Justice Cushing Hwy.
Scituate, Massachusetts 02066
Telephone (781) 545-8740
Fax (781) 545-8704

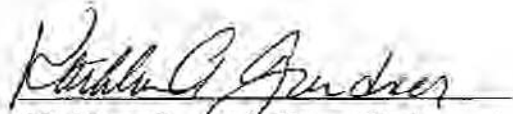
April 18, 2023

I certify that the Select Board on Tuesday, April 4, 2023 voted to accept:

A Grant of Easement as a gift and for consideration of less than One Hundred (\$100.00) Dollars for the property located at 81 Surfside Road. Motion by Ms. Connolly second by Mr. Goodrich Unanimous Vote (4-0)

Property Location in Scituate, MA	Assessor's Parcel ID	Name of Owner	Land Court Lot
81 Surfside Road	15-1-40	Wells Fargo Bank	108739




Kathleen Gardner, Town Clerk

TOWN OF SCITUATE

SELECT BOARD



600 Chief Justice Cushing Hwy.
Scituate, Massachusetts 02066
Telephone (781) 545-8740
Fax (781) 545-8704

April 18, 2023

Kathleen Curran
Town Clerk

RE: Acceptance Grant of Easement

Dear Ms. Curran,

At the Select Board meeting on Tuesday, April 4, 2023, the board voted the following:

Move that the Select Board vote to accept a Grant of Easement as a gift and for consideration of less than One Hundred (\$100.00) Dollars for the property located at 81 Surfside Road. Motion by Ms. Connolly second by Mr. Goodrich Unanimous Vote (4-0)

Property Location in Scituate, MA	Assessor's Parcel ID	Name of Owner	Land Court Lot
81 Surfside Road	15-1-40	Wells Fargo Bank	108739

If you have any questions please contact the Select Board office.

Regards,

Lorraine Devin
Executive Assistant

Doc 00841741

Plymouth County LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 20 2023 at 02:57P

Document Fee: \$05.00

Receipt Total: \$214.00

NOTED ON: CERT 355133 BK 00675 PG 133

ALSO NOTED ON:

2)

135133

CE157-

105-

1PP

113

6993

Schwartz Busch