

ITEMIZED PROPOSAL WITH
SPECIAL PROVISIONS

West Road Culvert Replacement & Related Work

WEST ROAD
CLARKSBURG, MA



THIS PROPOSAL TO BE SUBMITTED BY:
MONDAY, OCTOBER 5, 2026, AT 5:00 PM

TO THE OFFICE OF:
**CLARKSBURG TOWN HALL
111 RIVER ROAD
CLARKSBURG, MA 01247**

PRE-BID CONFERENCE ON:
THURSDAY, SEPTEMBER 17, 2026 @ 2:00 PM
MEET ONSITE

SUBMIT PROPOSAL IN SEALED ENVELOPE MARKED:
“WEST ROAD CULVERT REPLACEMENT & RELATED WORK”

All questions regarding this proposal must be submitted in writing via email to
mmessana@foresightland.com no later than Friday, September 25, 2026 by 4:00 PM.

PREPARED BY: ***FORESIGHT LAND SERVICES, INC.***
1496 WEST HOUSATONIC STREET
PITTSFIELD, MA 01201

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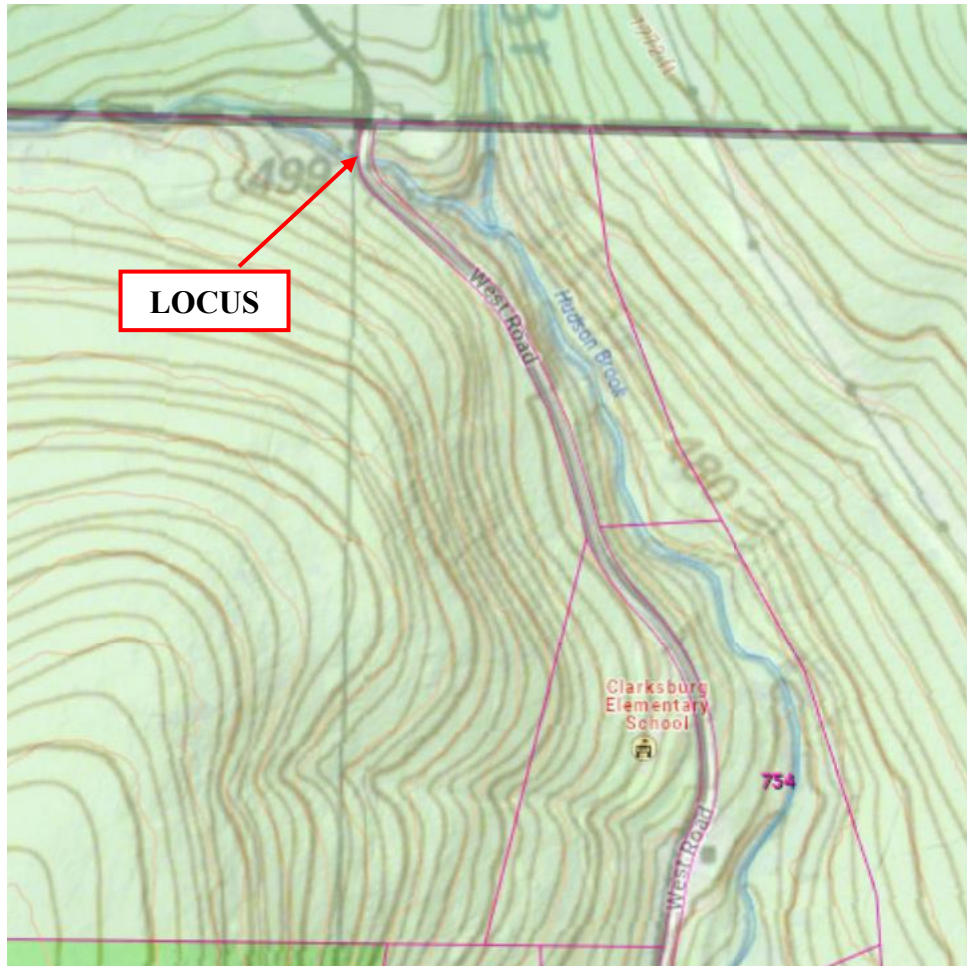
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N.T.S.

FORESIGHT LAND SERVICES, INC.
ENGINEERING • SURVEYING • PLANNING
1496 WEST HOUSATONIC STREET
PITTSFIELD, MA 01201

FLS PROJECT #E2790

Exhibit A-1
Source: MassGIS

West Road Culvert
Clarksburg, MA

TOWN OF CLARKSBURG INVITATION TO BID

The Town of Clarksburg, acting through its Town Administrator, invites sealed bids from contractors approved by the Massachusetts Department of Transportation for the **West Road Culvert Replacement & Related Work** project. The work to be performed includes removal of an existing culvert, replacement of a 3-sided open bottom precast concrete box culvert, headwalls, wingwalls, and related work.

A Bid Proposal Package for this project, which contains detailed specifications, bid form, and other pertinent information is available electronically starting Wednesday, September 2nd, 2026 @ 2:00pm by email request with company name, address and phone # included to: mmessana@foresightland.com.

Sealed bids are due at the Clarksburg Town Hall, 111 River Road, Clarksburg, MA 01247 by 5:00 PM on **Monday, October 5th, 2026**, at which time they will be publicly opened and read aloud.

MassDOT prequalification of contractors with the class of work as, Bridge – Construction, for the project with an estimated value of \$1,202,050.00, will be required. Only prospective bidders who are prequalified for this project by MassDOT will be entitled to bid on this project. Prospective bidders should only submit a bid that is within the limit which they are pre-qualified for by MassDOT. Bids submitted that exceed the contractor's qualified limit per MassDOT will not be accepted. A detailed summary of such projects recently completed or underway, with owner contact information, must be included with the sealed bid.

The work under this contract shall be subject to the provisions of Chapter 30, Section 39M of the Massachusetts General Laws. Wages are subject to Massachusetts's minimum wage rates as required by M.G.L. Chapter 149. All applicable federal, state and local laws, regulations and rules shall be observed.

The Town of Clarksburg reserves the right to accept or reject any and all bids, in whole or in part, to waive any informality in the bids received, and to accept the bid deemed to be most favorable to the best interest of the Town. The bidder agrees that its bid shall be good and not withdrawn for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the date of opening the bids.

Ron Boucher
Town Administrator
Town of Clarksburg

LISTING OF PAY ITEMS

<u>#</u>	<u>ITEM</u>	<u>UNIT</u>
1	Clearing & Grubbing	LS
2	Culvert Demolition	LS
3	Unclassified Excavation	CY
4	Class B Rock Excavation	CY
5	Processed Gravel for Roadway	CY
6	Gravel Borrow for Roadway	CY
7	Gravel Borrow for Backfilling Structures and Pipes	CY
8	Crushed Stone	CY
9	Dense Graded Crushed Stone for Shoulders	CY
10	Riprap	CY
11	Channel Paving	SY
12	Natural Substrate and Stream Bottom	SY
13	Stone Boulder Wall	SFFA
14	3-sided Open Bottom Reinforced Precast Concrete Box Culvert, CIP Wingwalls, & CIP Footings	LS
15	Concrete Approach Slab	SY
16	Temporary Utility Relocation	LS
17	Guardrail, TL-2 (Single Faced)	FT
18	Guardrail Tangent End Treatment, TL-2	EA
19	Guardrail Trailing Anchorage, TL-2	EA
20	Control of Water	LS
21	Erosion, Sedimentation, and Dust Control	LS
22	Loam, Seed, Straw Mulch & Cleanup	LS
23	Safety Controls for Construction Operations	LS
24	Traffic Police Services	ALLOW
25	Testing Services	ALLOW

INSTRUCTIONS TO BIDDERS

The foregoing Notice to Contractors, a copy of which has been published or posted according to law, and the "**GENERAL REQUIREMENTS AND COVENANTS**" under Division 1 of the Standard Specifications for Highways and Bridges, 2026 Edition, shall constitute the "Instructions to Bidders". Attention is directed particularly to the following quotations from these sections which govern the preparation and submission of proposals.

Where the words *commission, owner, department, MHD, MassDOT, municipality or engineer* are used herein, they shall be construed to mean the Massachusetts Department of Transportation, the Town of Clarksburg Select Board, the Town of Clarksburg, and/or authorized agents of the Town, as the context requires.

SECTION 2.00 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 PROPOSAL FORMS AND PLANS

A. PREQUALIFICATION PRIOR TO REQUESTING PROPOSAL FORMS

Subject to the requirements of Chapter 29, Section 8B of the General Laws, each prospective Bidder proposing to bid on any work, excepting the construction, reconstruction, repair or alteration of buildings, to be awarded by the Department or by a municipality under the provisions of Section 34 of Chapter 90, must be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors", if the amount of the proposal added to the value of the uncompleted work already under contract with the Department will aggregate \$50,000 or more.

For work aggregating under \$50,000, prequalification is desirable but not required.

B. ISSUANCE OF PROPOSAL FORMS AND PLANS

All prospective Bidders, who intend to bid on work to be awarded by the Department, may obtain plans and specifications from the Department at the place specified in the Notice to Contractors.

For projects to be awarded under the provisions of Section 34, Chapter 90 of the General Laws, bidders may obtain plans and specifications from the applicable municipality at the place specified in the Notice to Contractors.

Only a prequalified bidder shall be entitled to receive an officially numbered non-transferable Proposal Pamphlet along with a set of plans for the project (if required). Informational copies of plans and specifications are available to non-prequalified individuals and firms.

Payment of the specified fee is required prior to receipt of plans and specifications from the Department. The amount will be refunded to only those who submit a formal bid for the project within the time stipulated on the proposal form furnished by the Department, provided the Notice to Contractors so specifies and further provided that the plans are returned in good condition within one week from the date of bid opening, or to a common

carrier or the post office department not later than the Friday following bid opening for subsequent delivery to the Department.

Except for projects for which Prequalification is not required under 720 CMR 5.04 (2), proposals for a project shall be limited to those bidders who have been Prequalified by the Prequalification Committee in the specified class of work on or before the time of bid opening, and who have not exceeded the Aggregate Bonding Capacity established by the bidder's surety company, and who have, if applicable, a Single Project Limit in an amount equal to or in excess of the Proposal amount, and who are otherwise in compliance with these regulations.

Official Proposal Books shall contain an officially numbered non-transferable, itemized proposal form specifying the location and description of the contemplated work; the approximate estimates of the various quantities of work to be performed and materials to be furnished; the time in which the work must be completed; and also a Notice to Contractors and Special Provisions or requirements for the particular project. The prospective Bidder shall also be entitled to a set of project plans and profiles, either full size or reduced size at the option of the Department, and detail sheets showing the preliminary estimate of quantities with information pertinent thereto.

No municipality may award a contract until the Department has determined that the bidder was prequalified in the specified class of work on or before the time of bid opening, and has not exceeded the Aggregate Bonding Capacity established by the bidder's surety company, and has, if applicable, a Single Project Limit in an amount equal to or in excess of the Proposal amount, and is otherwise in compliance with 720 CMR 5.00, "Prequalification of Contractors".

2.02 INTERPRETATION OF BASIC ESTIMATE OF QUANTITIES

- A.** All bids will be compared on the estimate of quantities of work to be done, as shown in the Proposal.

The parties expressly agree that these quantities are being set forth as a basis for the comparison of bids only and the parties expressly agree that the actual amount of work may not correspond therewith. The Department expressly reserves the right to adjust said quantities in accordance with actual conditions as found to exist during the course of work.

Bidders agree to submit their estimate upon the following express condition, which shall apply to and become part of every bid received, viz.:

An increase or decrease in the quantity for any item shall not be regarded as cause for an increase or decrease in the contract unit prices, nor in the time allowed for the completion of the work, except as provided in the Contract. (Also see Subsections 4.06 and 9.03.)

- B.** The excavation, masonry and other parts of the work have been divided into classes and items in order to enable the Bidder to bid on the different portions of the work in accordance with his/her estimate of their cost, so that in the event of an increase or decrease in the quantities of any particular class of work the actual quantities

executed shall be paid for at the price bid for that particular class of work, (except in structures bid as a lump sum item where the payment for an increase or decrease in the quantities of concrete will be adjusted as stipulated in Section 995).

2.03 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The Department will prepare plans and specifications giving directions that will enable any competent mechanic or contractor to carry them out. The Bidder is expected to examine carefully the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and contract forms, before submitting a Proposal. The submissions of a bid shall be considered prima facie evidence that the Bidder has made such examination of the site of the proposed work, plans, proposal, etc., and is familiar with the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, supplemental specifications, special provisions, and Contract.

2.04 PREPARATION OF PROPOSALS

A. BID PRICES

The Bidder shall submit his/her proposal upon the blank forms furnished by, or approved by the Department. The Bidder shall specify a unit price, in both words and figures, for each item for which a quantity is given, and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, and the total amount of the proposal obtained by adding the amounts of the several items. All words and figures shall be in ink. In case of a discrepancy between the unit prices written in words and unit prices written in figures, the written words shall govern. In the event the bidder fails to enter a price for a particular bid item, the Department will consider the amount bid to be zero.

When an item in the Proposal contains a choice to be made by the Bidder, the Bidder shall indicate his/her choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted.

The price for any item, bid and contracted for, unless otherwise noted or specified, shall include full compensation for all materials, equipment, tools, labor and incidental work, necessary to complete the item to the satisfaction of the Engineer. The prices without exception, shall be net, not subject to discount, and shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.

B. SIGNATURES

All Proposals shall be signed correctly with ink in the proper place provided, as follows:

If the Proposal is made by an individual, the name and post office address shall be stated.

If the Proposal is made by a firm, partnership or corporation, it shall be signed by a person having such legal authority from the said firm, partnership or corporation and the person so signing the Proposal shall give his/her own name and title (if any) in addition to

the name and address of the firm, partnership or corporation. If the Proposal is made by a firm or partnership, the names and addresses of the individual members shall be given.

If the Proposal is made by a corporation, the name of the State under the Laws of which the corporation was chartered and the names, titles and business addresses of the President, Treasurer and clerk shall be given.

If a Proposal is made by two or more individuals, partnerships, or corporations, or any combination of these as a joint venture, each party joining to make the Proposal shall submit attached to and made a part of the Proposal all information and all signatures in compliance with the foregoing provisions applicable to an individual, firm, partnership or corporation. In addition, if any of the joint venture are a corporation, an attested copy of the vote of the corporation authorizing such joint venture shall be attached to the Proposal.

C. AFFIDAVITS

The Bidders shall file a sworn statement executed by or on behalf of the person, firm, association or corporation submitting the bid, certifying that such person, firm, association or corporation has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This sworn statement shall be in the form of an affidavit sworn to under the pains and penalties of perjury. The required form for the affidavit will be provided with the Proposal. Failure to submit the sworn statement on the required form as part of the bid approval package shall make the bid informal as to substance and not eligible for award consideration.

2.05 DELIVERY OF PROPOSALS

The Bidder shall submit, prior to the time set for opening of the bid, his/her Proposal in properly sealed and labeled envelopes, delivered or mailed in accordance with the requirements herein.

2.06 PROPOSAL GUARANTY REQUIRED

In order to insure the faithful fulfillment of its terms, each Proposal shall be accompanied by a bid deposit in the amount of five percent (5%) of the bid.

The bid deposit shall be a bid bond in a form satisfactory to the Party of the First Part furnished by a surety company incorporated pursuant to Chapter 175, Section 105 of the General Laws or authorized to do business in the Commonwealth under Chapter 175, Section 106 of the General Laws and satisfactory to the Party of the First Part; or cash; or a certified check drawn on a responsible bank or trust company (or a treasurer's or cashier's check issued by such bank or trust company), payable to the Party of the First Part.

The bid deposit will be returned to the Bidder unless retained by the Party of the First Part under conditions hereinafter stipulated.

2.07 WITHDRAWAL OF PROPOSALS

A Bidder may withdraw his/her Proposal provided the request in writing is in the hands of the Engineer by the time set for opening Proposals. When such proposal is reached during the opening of the bids, it will be returned to the bidder unread.

2.08 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and the total price of each bid read publicly at the time and place indicated in the "Notice to Contractors". Any person may at reasonable times, and in the presence of the Engineer, examine any or all Proposals after they have been opened and read.

2.09 REJECTION OF PROPOSALS

Proposals which fail to meet the requirements of Subsections 2.04, 2.05 and 2.06 or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low prices for any class or item of work, may be declared informal, provided however that the Commission may, if it deems it to be in the public interest, waive any or all informalities as to form. Informalities as to substance, however, shall not be waived.

More than one Proposal from the same Bidder, whether or not the same or different names appear on the signature page, will not be considered. Reasonable proof for believing that any Bidder is so interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals made by him directly or indirectly. Any Proposals will be rejected if there is reason for believing that collusion exists among the Bidders. (See Subsection 3.01).

In accordance with 720 CMR 5.00, Proposals may also be rejected if:

- (i) award of the contract would result in the bidder exceeding the Aggregate Bonding Capacity established by its Surety Company, or the bidder's Proposal exceeds its single project limit, or the bidder was not prequalified in the specified class of work on or before the time of bid opening.
- (ii) the bidder is presently debarred from performing work of any kind under the provisions of M.G.L. c. 29, Section 29F, or any other applicable debarment provisions of the Massachusetts General Laws or any rule or regulation promulgated thereunder; or
- (iii) the bidder is presently debarred from performing work of any kind under the laws of any state other than the Commonwealth of Massachusetts, or by any Federal agency or authority; or
- (iv) there is substantial reason to believe that the condition of the bidder's firm is less favorable than at the time of its last Application for Prequalification; or
- (v) the bidder does not have sufficient equipment, or sufficient assets to provide necessary equipment either through purchase or lease agreements; or
- (vi) the bidder's performance on past or current work with the Department or other awarding authorities is or has been unsatisfactory; or
- (vii) on current projects of the Department or other public authorities the bidder frequently fails or has failed to pay its subcontractors or material suppliers in a

- timely manner, or that five (5) or more subcontractors or material suppliers of the Contractor for a project currently under construction have filed demands for direct payment with the project's awarding authority in accordance with M.G.L. chapter 30, Section 39F; or
- (viii) the bidder is not otherwise an eligible and responsible bidder capable of performing the work.

2.10 DISQUALIFICATION OF BIDDERS

Bidders whose Proposals have been rejected because of evidence of collusion, may be subject to debarment under applicable provisions of state and federal law.

2.11 DETERMINATION OF LOWEST BID

The lowest bid shall be determined by the Department on the basis of the total price for which the entire work will be performed, arrived at by a correct computation of all the items specified in the Proposal at their estimated quantities and the unit prices submitted therefore.

2.12 MATERIAL GUARANTY

Before any Contract is awarded, the Bidder may be required to furnish, without expense to the Department, a complete statement of the origin, composition and manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests required by the Department to determine the quality and fitness of the material.

SECTION 3.00 AWARD AND EXECUTION OF THE CONTRACT

3.01 CONSIDERATION OF PROPOSALS

The party of the First Part reserves the right to reject any and all bids, or any bid item, to advertise for new Proposals for the project, to waive technicalities, to waive informalities as to form, or to proceed to do the work otherwise, as may be deemed to be in the best interest of the Department.

Nothing herein shall be construed as depriving the Highway Department of the right to reject any bid when such bid does not fully comply with the specifications for the project or the applicable public bidding law or regulations, or the Contractor is otherwise not eligible or responsible to receive award of the contract.

A proposal will be considered irregular and will be rejected if it is determined that any of the unit prices are materially unbalanced to the detriment of the Department. The bidder will be required to justify in writing the price or prices bid for the work in question before the Department decides to award the contract or reject the bid.

3.02 AWARD OF CONTRACT

Subject to the reservations in Subsection 3.01, the Contract will be awarded to the lowest eligible and responsible Bidder.

It is anticipated that the Contract will be awarded within 30 days after the opening of bids, or, for projects requiring concurrence by the FHWA, or other Agencies, within 45 days after the opening of bids.

The successful bidder will be notified by mail or otherwise that his/her bid has been accepted and that he has been awarded the Contract.

Award of this contract is subject to availability of Town funds. Town reserves the right to accept or reject any or all of the work subject to availability of Town funds.

3.03 RETENTION OF PROPOSAL GUARANTY

The two lowest Bidders shall keep their bids open for at least 30 days after the opening of bids, or, for projects requiring concurrence by the FHWA, or other Agencies, for at least 45 days after the opening of bids. The Proposal guaranties of the two lowest Bidders will be retained until after execution of the Contract, prior to which, however, either Bidder may substitute a bid bond, cash or certified check (or cashier's or treasurer's check), all as described in Subsection 2.06, for the guaranty already deposited. The Department will endeavor to return the Proposal guaranties of all Bidders other than the two lowest Bidders within three days after the opening of bids.

After the bid has been kept open for the required number of days the low Bidder may withdraw his/her bid and request the return of his/her proposal guaranty, in which case the guaranty of both the two lowest Bidders will be returned and the second lowest Bidder's Proposal shall not be considered for award. After the bid has been kept open for the required number of days the second lowest Bidder may withdraw his/her bid and request the return of his/her proposal guaranty, in which case only the proposal guaranty of the second lowest Bidder will be returned.

3.04 CONTRACT BONDS REQUIRED

- A.** A Performance Bond in the full amount of the Contract will be required by the Party of the First Part to ensure the faithful performance of the Contract, including Subsection 7.18.
- B.** A Payment Bond in an amount of the contract price will be required to be furnished by the Contractor to the Party of the First Part as security for payment by the Contractor and Subcontractors for labor, materials, rental equipment and for such other purposes as are more specifically set forth in General Laws, Chapter 149, Section 29 and Chapter 30, Section 39A and all amendments thereto.

The payment bond referred to in Chapter 149, Section 29 and Chapter 30, Section 39A is the sole security under said sections for payment by the Contractor and Subcontractor for labor performed or furnished and materials used or employed therein; said security to remain in force until the validity of all such claims shall be

established and finally determined and if determined and established as valid, all such claims shall be paid by the surety.

The Performance Bond and the Payment Bond shall be in a form satisfactory to the Party of the First Part, furnished by a surety company incorporated pursuant to Chapter 175, Section 105 of the General Laws or authorized to do business in the Commonwealth under Chapter 175, Section 106 of the General Laws and satisfactory to the awarding authority. The name of the agency or agent writing these bonds shall be identified with or on the bond.

All alterations, extensions of time, extra work and any other changes authorized under these specifications or under any part of the Contract may be made without obtaining the consent of the surety or sureties on the contract bonds.

3.05 EXECUTION OF CONTRACT

The prepared Contract forms, bond forms and certificate of insurance forms will be sent with the notification of award to the successful Bidder who shall execute and deliver the Contract and furnish the required surety to the Department within 14 days after the date of the notice of award.

The Contract shall be in writing. When the Party of the First Part is the Commonwealth, the Contract shall be executed in duplicate, one of which duplicates shall be kept by the Department and one delivered to the Contractor. When the Party of the First Part is a municipality it shall be executed in triplicate, one of which triplicates shall be kept by the municipality, one delivered to the Department, and one delivered to the Contractor.

3.06 FAILURE TO EXECUTE CONTRACT

Should the successful bidder fail to execute the contract and furnish the bonds and certificate of insurance within the time stipulated, the Party of the First Part may, at its option, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void. In accordance with M.G.L. chapter 30, Section 39M, the guaranty accompanying the Proposal may be retained and collected by the Party of the First Part as liquidated damages for the delay and expense caused by the abandonment of the Contract.

REQUIREMENTS OF MASSACHUSETTS GENERAL LAWS
CHAPTER 30, SECTION 39R

July 1, 1981

A.

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

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

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

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

- a. whether the representations of management in response to this paragraph and paragraph (A) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - b. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statement.
- C. Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the awarding authority during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.
- D. The office of inspector general, the deputy commissioner for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The deputy commissioner of capital planning and operations may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for disqualification pursuant to section forty-four C of Chapter one hundred and forty-nine.

Note: "Contract" means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven and any contract awarded or executed pursuant to section thirty-nine M of Chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

ATTACHMENT

I. Definitions

For purposes of this contract,

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

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

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

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

II. Equal Opportunity, Non-Discrimination and Affirmative Action

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

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

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

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

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

III. Minority and Women Workforce Participation

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

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

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

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

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

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

VI. Access to Work Site

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

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

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

VIII. Sanctions

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

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

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

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

IX. Severability

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

X. Contractor's Certification

A bidder for a state construction contract or state assisted construction contract will not be eligible for award of the contract unless such bidder has submitted to the administering agency the following certification, which will be incorporated into the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that they:
(Contractor Name)

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

_____ ; and

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

(Signature of authorized representative of Contractor)

Date

(Printed name of authorized representative of Contractor)

XI. Subcontractor Requirements

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



**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:	Clarksburg	City/Town:	CLARKSBURG
Wage Request No:	20260827151135	Job Location:	West Road, Clarksburg, MA
Description of Work:	The work to be performed includes removal of an existing culvert, replacement of a 3-sided open bottom precast concrete box culvert, headwalls, wingwalls, and related work.		
Contract Number:	E2790		

§§ 26-27D Construction Project

This Prevailing Wage Schedule establishes the minimum wage rates that employees on this public works construction project must be paid. The project's Wage Request Number is listed above and on all pages of this Schedule. This schedule applies **only** to this specific project.

Awarding Authority Responsibilities

- You must include this Prevailing Wage Schedule (PWS) or an appropriate reference to it in all advertisements and calls for bids.
- The PWS must be incorporated in its entirety into all contracts for this project (G.L. c. 149, § 27).
- The wage rates on this PWS will remain in effect for the duration of the project. **Exception:** You must request an updated schedule for any multi-year construction project no later than 2 weeks before the project's yearly anniversary date.
 - For CM AT RISK projects, the anniversary date is the earlier of the signing date of: (a) the GMP Amendment; or (b) the first amendment to permit procurement of construction services.
 - For all other construction projects, the anniversary date is the date the contract was signed by the Awarding Authority and the General Contractor.
- You must also request an updated PWS if you have not opened bids or selected a contractor within 90 days of the date of issuance on this PWS.
 - For CM AT RISK projects, the earlier of (a) the signing date of the GMP Amendment; or (b) the bid for the first construction scope of work must be within 90 days of the date of issuance on this Schedule.
- You must provide any updated PWS to all contractors working on the project, including general and sub-contractors.
- You must keep the contractors' weekly certified payroll records and Statements of Compliance on file for **3 years**.
- Awarding authorities have other prevailing wage responsibilities not listed above. Learn more at: [\[Prevailing wage: for awarding authorities | Mass.gov\]](#) and G.L. c. 149, §§ 26-27D.

Contractor Responsibilities

- You must pay all employees who perform construction work on this project at least the wage rate listed on this PWS. **Warning!** If you do not follow this requirement, you can face civil fines, criminal charges, or private lawsuits.
- You must post this PWS at the worksite where it can be easily seen. (G.L. c. 149, § 27)
- You must file weekly payroll reports and a Statement of Compliance with the awarding authority (**not** DLS). You can file payroll reports by mail or email and must keep them on file for 3 years. Each weekly payroll report must include each employee's name, address, occupational classification(s), hours worked, and wages paid. Find a sample report at: mass.gov/dols/pw.
- You cannot pay any employees at the apprentice rates listed on this PWS unless they are registered with the Massachusetts Division of Apprenticeship Standards (DAS). Qualifying apprentices must be paid at the applicable step rate and must carry their apprentice ID card during all work hours on the project. Apprentices **not** registered with DAS must be paid at the listed journeyworker's rate, even if they are registered with a different federal/state public agency or private entity. For every week in which apprentice rates are paid, a copy of each apprentice's apprentice ID card issued by DAS shall be attached to the certified payroll records.
- If you don't know what classification or rate applies to the work being performed, you must ask DLS; paying the wrong rate subjects you to enforcement.
- Please contact DLS if you have any questions about the Prevailing Wage Schedule: (617) 626-6953 or DLS.Feedback@mass.gov

Employees who are **not** paid the wage listed on the Prevailing Wage Schedule (PWS) may file a complaint with the Attorney General's Fair Labor

Division: www.mass.gov/ago/fld; (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$36.97	\$10.90	\$9.75	\$6.60	\$0.00	\$64.22
LABORERS	12/1/2026	\$39.39	\$10.90	\$9.75	\$6.60	\$0.00	\$66.64
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.79	\$10.90	\$9.75	\$6.60	\$0.00	\$68.04
	12/1/2027	\$42.19	\$10.90	\$9.75	\$6.60	\$0.00	\$69.44
	6/1/2028	\$43.69	\$10.90	\$9.75	\$6.60	\$0.00	\$70.94
	12/1/2028	\$45.19	\$10.90	\$9.75	\$6.60	\$0.00	\$72.44
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$37.75	\$10.90	\$9.75	\$6.60	\$0.00	\$65.00
LABORERS	12/1/2026	\$39.04	\$10.90	\$9.75	\$6.60	\$0.00	\$66.29
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$40.32	\$14.50	\$4.30	\$6.25	\$0.00	\$65.37
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							
ASPHALT RAKER	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

BARCO-TYPE JUMPING TAMPER	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							

BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	\$36.97	\$10.90	\$9.75	\$6.60	\$0.00	\$64.22
LABORERS	12/1/2026	\$39.39	\$10.90	\$9.75	\$6.60	\$0.00	\$66.64
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.79	\$10.90	\$9.75	\$6.60	\$0.00	\$68.04
	12/1/2027	\$42.19	\$10.90	\$9.75	\$6.60	\$0.00	\$69.44
	6/1/2028	\$43.69	\$10.90	\$9.75	\$6.60	\$0.00	\$70.94
	12/1/2028	\$45.19	\$10.90	\$9.75	\$6.60	\$0.00	\$72.44
For apprentice rates see "Apprentice- LABORER"							

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	\$37.75	\$10.90	\$9.75	\$6.60	\$0.00	\$65.00
LABORERS	12/1/2026	\$39.04	\$10.90	\$9.75	\$6.60	\$0.00	\$66.29
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:4							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2026	\$58.56	\$12.84	\$15.57	\$5.89	\$0.00	\$92.86
BRICKLAYERS LOCAL 3	2/1/2027	\$59.96	\$12.84	\$15.57	\$5.89	\$0.00	\$94.26
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)							

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	\$29.28	\$12.84	\$15.57	\$5.89	\$0.00	\$63.58
2	60.00	\$35.14	\$12.84	\$15.57	\$5.89	\$0.00	\$69.44
3	70.00	\$40.99	\$12.84	\$15.57	\$5.89	\$0.00	\$75.29
4	80.00	\$46.85	\$12.84	\$15.57	\$5.89	\$0.00	\$81.15
5	90.00	\$52.70	\$12.84	\$15.57	\$5.89	\$0.00	\$87.00

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.98	\$12.84	\$15.57	\$5.89	\$0.00	\$64.28
2	60.00	\$35.98	\$12.84	\$15.57	\$5.89	\$0.00	\$70.28
3	70.00	\$41.97	\$12.84	\$15.57	\$5.89	\$0.00	\$76.27
4	80.00	\$47.97	\$12.84	\$15.57	\$5.89	\$0.00	\$82.27
5	90.00	\$53.96	\$12.84	\$15.57	\$0.00	\$0.00	\$82.37

Apprentice to Journeyworker Ratio: 1:5

CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.90	\$10.90	\$9.75	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							

CAISSON & UNDERPINNING LABORER LABORERS	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							

CAISSON & UNDERPINNING TOP MAN LABORERS	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.08	\$10.90	\$9.75	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							

CARBIDE CORE DRILL OPERATOR LABORERS	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

CARPENTER	3/1/2026	\$43.81	\$9.19	\$11.25	\$6.90	\$0.00	\$71.15
CARPENTERS	9/1/2026	\$44.76	\$9.19	\$11.25	\$6.90	\$0.00	\$72.10
CARPENTERS LOCAL 336 - BERKSHIRE COUNTY	3/1/2027	\$45.66	\$9.19	\$11.25	\$6.90	\$0.00	\$73.00

Apprentice: CARPENTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.71	\$9.19	\$0.00	\$1.40	\$0.00	\$30.30
2	45.00	\$19.71	\$9.19	\$0.00	\$1.40	\$0.00	\$30.30
3	55.00	\$24.10	\$9.19	\$0.00	\$2.76	\$0.00	\$36.05
4	55.00	\$24.10	\$9.19	\$0.00	\$2.76	\$0.00	\$36.05
5	70.00	\$30.67	\$9.19	\$11.21	\$4.14	\$0.00	\$55.21
6	70.00	\$30.67	\$9.19	\$11.21	\$4.14	\$0.00	\$55.21
7	80.00	\$35.05	\$9.19	\$11.23	\$5.52	\$0.00	\$60.99
8	80.00	\$35.05	\$9.19	\$11.23	\$5.52	\$0.00	\$60.99

Apprentice: CARPENTER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.14	\$9.19	\$0.00	\$1.40	\$0.00	\$30.73
2	45.00	\$20.14	\$9.19	\$0.00	\$1.40	\$0.00	\$30.73
3	55.00	\$24.62	\$9.19	\$0.00	\$2.76	\$0.00	\$36.57
4	55.00	\$24.62	\$9.19	\$0.00	\$2.76	\$0.00	\$36.57
5	70.00	\$31.33	\$9.19	\$11.21	\$4.14	\$0.00	\$55.87
6	70.00	\$31.33	\$9.19	\$11.21	\$4.14	\$0.00	\$55.87
7	80.00	\$35.81	\$9.19	\$11.23	\$5.52	\$0.00	\$61.75
8	80.00	\$35.81	\$9.19	\$11.23	\$5.52	\$0.00	\$61.75

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							

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
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08
7	85.00	\$23.26	\$7.38	\$3.80	\$1.00	\$0.00	\$35.44
8	90.00	\$24.63	\$7.38	\$3.80	\$1.00	\$0.00	\$36.81

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

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	7/1/2026	\$49.32	\$13.20	\$16.30	\$2.93	\$1.69	\$83.44
PLASTERERS AND CEMENT MASONS LOCAL 534	1/1/2027	\$50.51	\$13.20	\$16.30	\$2.93	\$1.69	\$84.63
Plasterers and Cement Masons - Zone 2	7/1/2027	\$51.70	\$13.20	\$16.30	\$2.93	\$1.69	\$85.82
	1/1/2028	\$52.89	\$13.20	\$16.30	\$2.93	\$1.69	\$87.01

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.26	\$16.30	\$16.30	\$0.00	\$0.00	\$57.86
2	60.00	\$30.31	\$16.30	\$16.30	\$2.93	\$1.69	\$67.53
3	65.00	\$32.83	\$16.30	\$16.30	\$2.93	\$1.69	\$70.05
4	70.00	\$35.36	\$16.30	\$16.30	\$2.93	\$1.69	\$72.58
5	75.00	\$37.88	\$16.30	\$16.30	\$2.93	\$1.69	\$75.10
6	80.00	\$40.41	\$16.30	\$16.30	\$2.93	\$1.69	\$77.63
7	90.00	\$45.46	\$16.30	\$16.30	\$2.93	\$0.00	\$80.99
Apprentice to Journeyworker Ratio: 1:5							

CHAIN SAW OPERATOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							

DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN	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 4 (BUILDING & SITE)	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 4 (BUILDING & SITE)	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 4 (BUILDING & SITE)	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 4 (BUILDING & SITE)	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 4 (BUILDING & SITE)	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 4 (BUILDING & SITE)	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 3)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) ELECTRICIANS LOCAL 7 ELECTRICIANS LOCAL 7	6/28/2026 1/3/2027	\$54.41 \$55.56	\$14.00 \$14.25	\$8.43 \$8.47	\$7.03 \$7.09	\$0.00 \$0.00	\$83.87 \$85.37

Apprentice: ELECTRICIAN (Including Core Drilling)**Effective Date: 6/28/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.76	\$7.80	\$0.63	\$0.00	\$0.00	\$30.19
2	45.00	\$24.48	\$7.80	\$0.70	\$0.00	\$0.00	\$32.98
3	50.00	\$27.21	\$14.00	\$7.53	\$0.00	\$0.00	\$48.74
4	55.00	\$29.93	\$14.00	\$7.61	\$0.00	\$0.00	\$51.54
5	65.00	\$35.37	\$14.00	\$9.84	\$0.00	\$0.00	\$59.21
6	70.00	\$38.09	\$14.00	\$11.30	\$0.00	\$0.00	\$63.39

Apprentice: ELECTRICIAN (Including Core Drilling)**Effective Date: 1/3/2027**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.22	\$7.95	\$0.63	\$0.00	\$0.00	\$30.80
2	45.00	\$25.00	\$7.95	\$0.70	\$0.00	\$0.00	\$33.65
3	50.00	\$27.78	\$14.25	\$7.53	\$0.00	\$0.00	\$49.56
4	55.00	\$30.56	\$14.25	\$7.61	\$0.00	\$0.00	\$52.42
5	65.00	\$36.11	\$14.25	\$9.84	\$0.00	\$0.00	\$60.20
6	70.00	\$38.89	\$14.25	\$11.30	\$0.00	\$0.00	\$64.44

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87
ELEVATOR CONSTRUCTORS LOCAL 41							

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

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$36.12	\$16.48	\$0.00	\$0.00	\$0.00	\$52.60
2	55.00	\$39.73	\$16.48	\$11.16	\$11.00	\$0.00	\$78.37
3	65.00	\$46.95	\$16.48	\$11.16	\$11.00	\$0.00	\$85.59
4	70.00	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
5	80.00	\$57.78	\$16.48	\$11.16	\$11.00	\$0.00	\$96.42

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
ELEVATOR CONSTRUCTORS LOCAL 41							

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & BEAM RAIL ERECTOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$44.69	\$10.90	\$9.75	\$6.60	\$0.00	\$71.94

For apprentice rates see "Apprentice- LABORER"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							

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

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 7 ELECTRICIANS LOCAL 7	6/28/2026 1/3/2027	\$54.41 \$55.56	\$14.00 \$14.25	\$8.43 \$8.47	\$7.03 \$7.09	\$0.00 \$0.00	\$83.87 \$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 7 ELECTRICIANS LOCAL 7	6/28/2026 1/3/2027	\$54.41 \$55.56	\$14.00 \$14.25	\$8.43 \$8.47	\$7.03 \$7.09	\$0.00 \$0.00	\$83.87 \$85.37
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026 12/1/2026	\$29.21 \$29.21	\$10.90 \$10.90	\$9.75 \$9.75	\$6.60 \$6.60	\$0.00 \$0.00	\$56.46 \$56.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER FLOORCOVERERS LOCAL 2168 FLOORCOVERERS LOCAL 2168 ZONE III	3/1/2026 9/1/2026 3/1/2027	\$44.34 \$45.29 \$46.19	\$8.56 \$8.56 \$8.56	\$11.25 \$11.25 \$11.25	\$6.90 \$6.90 \$6.90	\$0.00 \$0.00 \$0.00	\$71.05 \$72.00 \$72.90

Apprentice: FLOORCOVERER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
2	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
3	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
4	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
5	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
6	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
7	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80
8	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80

Apprentice: FLOORCOVERER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.38	\$8.56	\$0.00	\$1.38	\$0.00	\$30.32
2	45.00	\$20.38	\$8.56	\$0.00	\$1.38	\$0.00	\$30.32
3	55.00	\$24.91	\$8.56	\$0.00	\$2.76	\$0.00	\$36.23
4	55.00	\$24.91	\$8.56	\$0.00	\$2.76	\$0.00	\$36.23
5	70.00	\$31.70	\$8.56	\$11.25	\$4.14	\$0.00	\$55.65
6	70.00	\$31.70	\$8.56	\$11.25	\$4.14	\$0.00	\$55.65
7	80.00	\$36.23	\$8.56	\$11.25	\$5.52	\$0.00	\$61.56
8	80.00	\$36.23	\$8.56	\$11.25	\$5.52	\$0.00	\$61.56

Construction

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

Apprentice to Journeyworker Ratio: 1:1

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

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

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.37	\$11.20	\$8.40	\$6.05	\$0.00	\$48.02
2	56.25	\$25.16	\$11.20	\$8.40	\$6.05	\$0.00	\$50.81
3	62.50	\$27.96	\$11.20	\$8.40	\$6.05	\$0.00	\$53.61
4	68.75	\$30.75	\$11.20	\$8.40	\$6.05	\$0.00	\$56.40
5	75.00	\$33.55	\$11.20	\$8.40	\$6.05	\$0.00	\$59.20
6	81.25	\$36.34	\$11.20	\$8.40	\$6.05	\$0.00	\$61.99
7	87.50	\$39.14	\$11.20	\$8.40	\$6.05	\$0.00	\$64.79
8	93.75	\$41.93	\$11.20	\$8.40	\$6.05	\$0.00	\$67.58

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

Effective Date: 6/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.37	\$11.60	\$8.55	\$6.60	\$0.00	\$50.12
2	56.25	\$26.29	\$11.60	\$8.55	\$6.60	\$0.00	\$53.04
3	62.50	\$29.21	\$11.60	\$8.55	\$6.60	\$0.00	\$55.96
4	68.75	\$32.13	\$11.60	\$8.55	\$6.60	\$0.00	\$58.88
5	75.00	\$35.05	\$11.60	\$8.55	\$6.60	\$0.00	\$61.80
6	81.25	\$37.97	\$11.60	\$8.55	\$6.60	\$0.00	\$64.72
7	87.50	\$40.89	\$11.60	\$8.55	\$6.60	\$0.00	\$67.64
8	93.75	\$43.81	\$11.60	\$8.55	\$6.60	\$0.00	\$70.56

Apprentice to Journeyworker Ratio: 3:1

HVAC (DUCTWORK)	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
SHEETMETAL WORKERS LOCAL 63	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
ELECTRICIANS LOCAL 7							

For apprentice rates see "Apprentice- ELECTRICIAN"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR)	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
SHEETMETAL WORKERS LOCAL 63	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER)	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21

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

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

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

HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2026	\$37.75	\$10.90	\$9.75	\$6.60	\$0.00	\$65.00
LABORERS	12/1/2026	\$39.04	\$10.90	\$9.75	\$6.60	\$0.00	\$66.29
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							

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

INSULATOR (PIPES & TANKS)	9/1/2025	\$48.27	\$14.75	\$9.52	\$10.09	\$0.00	\$82.63
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$47.22	\$16.15	\$11.46	\$11.49	\$0.00	\$86.32
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.14	\$14.75	\$9.27	\$5.05	\$0.00	\$53.21
2	60.00	\$28.96	\$14.75	\$9.32	\$6.05	\$0.00	\$59.08
3	70.00	\$33.79	\$14.75	\$9.37	\$7.06	\$0.00	\$64.97
4	80.00	\$38.62	\$14.75	\$9.42	\$8.07	\$0.00	\$70.86

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.61	\$16.15	\$11.21	\$5.75	\$0.00	\$56.72
2	60.00	\$28.33	\$16.15	\$11.26	\$6.89	\$0.00	\$62.63

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS) Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	\$33.05	\$16.15	\$11.31	\$8.04	\$0.00	\$68.55
4	80.00	\$37.78	\$16.15	\$11.36	\$9.19	\$0.00	\$74.48
Apprentice to Journeyworker Ratio: 1:4							

IRONWORKER/WELDER	1/1/2025	\$39.50	\$5.50	\$14.28	\$4.55	\$0.00	\$63.83
IRONWORKERS LOCAL 12							
IRONWORKERS LOCAL 12							

Apprentice: IRONWORKER/WELDER Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$23.50	\$5.75	\$0.00	\$3.75	\$0.00	\$33.00
2	0.00	\$25.50	\$5.75	\$10.00	\$3.75	\$0.00	\$45.00
3	0.00	\$27.50	\$5.75	\$11.42	\$3.75	\$0.00	\$48.42
4	0.00	\$29.50	\$5.75	\$12.85	\$3.75	\$0.00	\$51.85
Apprentice to Journeyworker Ratio: 1:4							

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$21.73	\$10.90	\$9.75	\$6.60	\$0.00	\$48.98
2	70.00	\$25.35	\$10.90	\$9.75	\$6.60	\$0.00	\$52.60
3	80.00	\$28.98	\$10.90	\$9.75	\$6.60	\$0.00	\$56.23
4	90.00	\$32.60	\$10.90	\$9.75	\$6.60	\$0.00	\$59.85
Apprentice: LABORER Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$23.18	\$10.90	\$9.75	\$6.60	\$0.00	\$50.43
2	70.00	\$27.05	\$10.90	\$9.75	\$6.60	\$0.00	\$54.30
3	80.00	\$30.91	\$10.90	\$9.75	\$6.60	\$0.00	\$58.16
4	90.00	\$34.78	\$10.90	\$9.75	\$6.60	\$0.00	\$62.03
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	6/1/2026	\$37.00	\$10.90	\$9.75	\$6.60	\$0.00	\$64.25
LABORERS	12/1/2026	\$38.29	\$10.90	\$9.75	\$6.60	\$0.00	\$65.54
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.20	\$10.90	\$9.75	\$6.60	\$0.00	\$49.45
2	70.00	\$25.90	\$10.90	\$9.75	\$6.60	\$0.00	\$53.15
3	80.00	\$29.60	\$10.90	\$9.75	\$6.60	\$0.00	\$56.85
4	90.00	\$33.30	\$10.90	\$9.75	\$6.60	\$0.00	\$60.55
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.97	\$10.90	\$9.75	\$6.60	\$0.00	\$50.22
2	70.00	\$26.80	\$10.90	\$9.75	\$6.60	\$0.00	\$54.05
3	80.00	\$30.63	\$10.90	\$9.75	\$6.60	\$0.00	\$57.88
4	90.00	\$34.46	\$10.90	\$9.75	\$6.60	\$0.00	\$61.71
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/1/2026	\$35.67	\$10.90	\$9.75	\$5.41	\$0.00	\$61.73
LABORERS	12/1/2026	\$36.96	\$10.90	\$9.75	\$5.41	\$0.00	\$63.02
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$38.26	\$10.90	\$9.75	\$5.41	\$0.00	\$64.32
	12/1/2027	\$39.56	\$10.90	\$9.75	\$5.41	\$0.00	\$65.62
	6/5/2028	\$40.91	\$10.90	\$9.75	\$5.41	\$0.00	\$66.97
	12/4/2028	\$42.26	\$10.90	\$9.75	\$5.41	\$0.00	\$68.32
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/1/2026	\$38.22	\$10.90	\$9.75	\$6.60	\$0.00	\$65.47
LABORERS	12/1/2026	\$40.64	\$10.90	\$9.75	\$6.60	\$0.00	\$67.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$42.04	\$10.90	\$9.75	\$6.60	\$0.00	\$69.29
	12/1/2027	\$43.44	\$10.90	\$9.75	\$6.60	\$0.00	\$70.69
	6/1/2028	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
	12/1/2028	\$46.44	\$10.90	\$9.75	\$6.60	\$0.00	\$73.69
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	6/1/2026	\$36.22	\$10.90	\$9.75	\$6.60	\$0.00	\$63.47
LABORERS	12/1/2026	\$38.64	\$10.90	\$9.75	\$6.60	\$0.00	\$65.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.04	\$10.90	\$9.75	\$6.60	\$0.00	\$67.29
	12/1/2027	\$41.44	\$10.90	\$9.75	\$6.60	\$0.00	\$68.69
	6/1/2028	\$42.94	\$10.90	\$9.75	\$6.60	\$0.00	\$70.19
	12/1/2028	\$44.44	\$10.90	\$9.75	\$6.60	\$0.00	\$71.69

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
incidental to construction . For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
MARBLE & TILE FINISHERS	8/1/2026	\$47.05	\$12.84	\$15.10	\$5.68	\$0.00	\$80.67
BRICKLAYERS LOCAL 3	2/1/2027	\$48.17	\$12.84	\$15.10	\$5.68	\$0.00	\$81.79
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE							

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.53	\$12.84	\$15.10	\$5.41	\$0.00	\$56.88
2	60.00	\$28.23	\$12.84	\$15.10	\$5.41	\$0.00	\$61.58
3	70.00	\$32.94	\$12.84	\$15.10	\$5.41	\$0.00	\$66.29
4	80.00	\$37.64	\$12.84	\$15.10	\$5.41	\$0.00	\$70.99
5	90.00	\$42.35	\$12.84	\$15.10	\$5.41	\$0.00	\$75.70

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.09	\$12.84	\$15.10	\$5.68	\$0.00	\$57.71
2	60.00	\$28.90	\$12.84	\$15.10	\$5.68	\$0.00	\$62.52
3	70.00	\$33.72	\$12.84	\$15.10	\$5.68	\$0.00	\$67.34
4	80.00	\$38.54	\$12.84	\$15.10	\$5.68	\$0.00	\$72.16
5	90.00	\$43.35	\$12.84	\$15.10	\$5.68	\$0.00	\$76.97

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 3)	1/5/2026	\$45.20	\$10.58	\$11.47	\$9.75	\$0.00	\$77.00
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 3							

Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$24.86	\$10.58	\$0.00	\$5.36	\$0.00	\$40.80
2	65.00	\$29.38	\$10.58	\$0.00	\$6.34	\$0.00	\$46.30
3	75.00	\$33.90	\$10.58	\$11.47	\$7.31	\$0.00	\$63.26
4	85.00	\$38.42	\$10.58	\$11.47	\$8.29	\$0.00	\$68.76

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	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

Operating Engineers 98 - Classification 1	6/1/2026	\$47.55	\$14.80	\$12.50	\$3.50	\$0.00	\$78.35
OPERATING ENGINEERS LOCAL 98	12/1/2026	\$49.51	\$14.80	\$12.50	\$3.50	\$0.00	\$80.31
OPERATING ENGINEERS LOCAL 98	6/1/2027	\$51.16	\$14.80	\$12.50	\$3.50	\$0.00	\$81.96
	12/1/2027	\$52.80	\$14.80	\$12.50	\$3.50	\$0.00	\$83.60

Bulldozer; Shovels; Backhoe; Combination Backhoe Loader 3/4 yd & Over; Grader; Trenching Machine; Front End Loader over 5.5 yds; Automatic Grader-Excavator, Micro Pile & Other Pile Driving Machine; Geothermal Drill; John Henry Rock Drill; Horizontal Drilling Machine; Concrete Pump with Boom.

Apprentice: Operating Engineers 98 - Classification 1							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$28.53	\$14.80	\$12.50	\$3.50	\$0.00	\$59.33
2	70.00	\$33.29	\$14.80	\$12.50	\$3.50	\$0.00	\$64.09
3	80.00	\$38.04	\$14.80	\$12.50	\$3.50	\$0.00	\$68.84

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: Operating Engineers 98 - Classification 1							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	90.00	\$42.80	\$14.80	\$12.50	\$3.50	\$0.00	\$73.60
Apprentice: Operating Engineers 98 - Classification 1							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$29.71	\$14.80	\$12.50	\$3.50	\$0.00	\$60.51
2	70.00	\$34.66	\$14.80	\$12.50	\$3.50	\$0.00	\$65.46
3	80.00	\$39.61	\$14.80	\$12.50	\$3.50	\$0.00	\$70.41
4	90.00	\$44.56	\$14.80	\$12.50	\$3.50	\$0.00	\$75.36
Apprentice to Journeyworker Ratio: 1:6							
Operating Engineers 98 - Classification 10	6/1/2026	\$51.05	\$14.80	\$12.50	\$3.50	\$0.00	\$81.85
OPERATING ENGINEERS LOCAL 98	12/1/2026	\$53.01	\$14.80	\$12.50	\$3.50	\$0.00	\$83.81
OPERATING ENGINEERS LOCAL 98	6/1/2027	\$54.66	\$14.80	\$12.50	\$3.50	\$0.00	\$85.46
	12/1/2027	\$56.30	\$14.80	\$12.50	\$3.50	\$0.00	\$87.10
Crawler & Truck Crane; Dragline; Derrick; Clamshell; Tower Crane; Self-Propelled Hydraulic Crane; Boom Truck.							
Operating Engineers 98 - Classification 2	6/1/2026	\$47.24	\$14.80	\$12.50	\$3.50	\$0.00	\$78.04
OPERATING ENGINEERS LOCAL 98	12/1/2026	\$49.20	\$14.80	\$12.50	\$3.50	\$0.00	\$80.00
OPERATING ENGINEERS LOCAL 98	6/1/2027	\$50.85	\$14.80	\$12.50	\$3.50	\$0.00	\$81.65
	12/1/2027	\$52.49	\$14.80	\$12.50	\$3.50	\$0.00	\$83.29
Front End Loader 4 - 5.5 yds; Scraper over 21 yds; Sonic & Vibratory Hammers; Mechanic; Forklift over 3 ton; Asphalt Paver; Transfer Machine; Road Planer / Milling Machine.							
Operating Engineers 98 - Classification 3	6/1/2026	\$47.02	\$14.80	\$12.50	\$3.50	\$0.00	\$77.82
OPERATING ENGINEERS LOCAL 98	12/1/2026	\$48.98	\$14.80	\$12.50	\$3.50	\$0.00	\$79.78
OPERATING ENGINEERS LOCAL 98	6/1/2027	\$50.63	\$14.80	\$12.50	\$3.50	\$0.00	\$81.43
	12/1/2027	\$52.27	\$14.80	\$12.50	\$3.50	\$0.00	\$83.07
Scraper up to 21 yds; Front End Loader up to 4 yds; Pumpcrete Machine; Concrete Batch Plant on Site; Grout Pumps; Well Point Operator; Hydro-Vac Truck; Grease Truck.							
Operating Engineers 98 - Classification 3A	6/1/2026	\$46.41	\$14.80	\$12.50	\$3.50	\$0.00	\$77.21
OPERATING ENGINEERS LOCAL 98	12/1/2026	\$48.37	\$14.80	\$12.50	\$3.50	\$0.00	\$79.17
OPERATING ENGINEERS LOCAL 98	6/1/2027	\$50.02	\$14.80	\$12.50	\$3.50	\$0.00	\$80.82
	12/1/2027	\$51.66	\$14.80	\$12.50	\$3.50	\$0.00	\$82.46
Asphalt Roller; Self-Powered Rollers & Compactors; Tractors; York Rakes.							
Operating Engineers 98 - Classification 4	6/1/2026	\$43.79	\$14.80	\$12.50	\$3.50	\$0.00	\$74.59
OPERATING ENGINEERS LOCAL 98	12/1/2026	\$45.75	\$14.80	\$12.50	\$3.50	\$0.00	\$76.55
OPERATING ENGINEERS LOCAL 98	6/1/2027	\$47.40	\$14.80	\$12.50	\$3.50	\$0.00	\$78.20
	12/1/2027	\$49.04	\$14.80	\$12.50	\$3.50	\$0.00	\$79.84
Hoists; Conveyors; Power Pavement Breaker; Power Broom; Generators over 30 KW.							
Operating Engineers 98 - Classification 5	6/1/2026	\$42.67	\$14.80	\$12.50	\$3.50	\$0.00	\$73.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 98	12/1/2026	\$44.63	\$14.80	\$12.50	\$3.50	\$0.00	\$75.43
OPERATING ENGINEERS LOCAL 98	6/1/2027	\$46.28	\$14.80	\$12.50	\$3.50	\$0.00	\$77.08
	12/1/2027	\$47.92	\$14.80	\$12.50	\$3.50	\$0.00	\$78.72

Compressor (315 to 900 cu ft.); Pumps (4 - 6 in. discharge).

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

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	\$42.03	\$10.35	\$12.00	\$8.35	\$0.00	\$72.73
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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 3

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.02	\$10.35	\$0.00	\$0.00	\$0.00	\$31.37
2	55.00	\$23.12	\$10.35	\$0.00	\$4.59	\$0.00	\$38.06
3	60.00	\$25.22	\$10.35	\$0.00	\$5.01	\$0.00	\$40.58
4	65.00	\$27.32	\$10.35	\$0.00	\$5.43	\$0.00	\$43.10
5	70.00	\$29.42	\$10.35	\$12.00	\$5.85	\$0.00	\$57.62
6	75.00	\$31.52	\$10.35	\$12.00	\$6.26	\$0.00	\$60.13
7	80.00	\$33.62	\$10.35	\$12.00	\$6.68	\$0.00	\$62.65
8	90.00	\$37.83	\$10.35	\$12.00	\$7.52	\$0.00	\$67.70

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$39.35	\$10.35	\$12.00	\$8.35	\$0.00	\$70.05
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Construction

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

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	\$40.63	\$10.35	\$12.00	\$8.35	\$0.00	\$71.33
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

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

Apprentice to Journeyworker Ratio: 1:1

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

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	\$18.98	\$10.35	\$0.00	\$0.00	\$0.00	\$29.33
2	55.00	\$20.87	\$10.35	\$0.00	\$4.59	\$0.00	\$35.81
3	60.00	\$22.77	\$10.35	\$0.00	\$5.01	\$0.00	\$38.13

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
4	65.00	\$24.67	\$10.35	\$0.00	\$5.43	\$0.00	\$40.45
5	70.00	\$26.57	\$10.35	\$12.00	\$5.85	\$0.00	\$54.77
6	75.00	\$28.46	\$10.35	\$12.00	\$6.26	\$0.00	\$57.07
7	80.00	\$30.36	\$10.35	\$12.00	\$6.68	\$0.00	\$59.39
8	90.00	\$34.16	\$10.35	\$12.00	\$7.52	\$0.00	\$64.03
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2026	\$37.00	\$10.90	\$9.75	\$6.60	\$0.00	\$64.25
LABORERS	12/1/2026	\$38.29	\$10.90	\$9.75	\$6.60	\$0.00	\$65.54
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
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	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
Apprentice: PILE DRIVER Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.14	\$10.08	\$0.00	\$2.53	\$0.00	\$34.75
2	55.00	\$27.05	\$10.08	\$0.00	\$5.07	\$0.00	\$42.20
3	70.00	\$34.43	\$10.08	\$11.62	\$7.60	\$0.00	\$63.73
4	80.00	\$39.35	\$10.08	\$11.62	\$10.14	\$0.00	\$71.19
Apprentice to Journeyworker Ratio: 1:5							
PIPELAYER	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)							
	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							

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

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

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 3/17/2026

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

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 9/17/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.64	\$13.50	\$10.85	\$0.00	\$0.00	\$48.99
2	50.00	\$27.38	\$13.50	\$10.85	\$0.00	\$0.00	\$51.73
3	55.00	\$30.12	\$13.50	\$10.85	\$0.00	\$0.00	\$54.47
4	60.00	\$32.86	\$13.50	\$10.85	\$0.00	\$0.00	\$57.21
5	65.00	\$35.59	\$13.50	\$10.85	\$0.00	\$0.00	\$59.94
6	70.00	\$38.33	\$13.50	\$10.85	\$0.00	\$0.00	\$62.68
7	75.00	\$41.07	\$13.50	\$10.85	\$0.00	\$0.00	\$65.42
8	80.00	\$43.81	\$13.50	\$10.85	\$0.00	\$0.00	\$68.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBER & PIPEFITTER Effective Date: 9/17/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Step 9	85.00	\$46.55	\$13.50	\$10.85	\$7.10	\$0.00	\$78.00
Step 10	85.00	\$46.55	\$13.50	\$10.85	\$7.10	\$0.00	\$78.00
Apprentice Notes **1:1,2:5,3:9,4:12							
Apprentice to Journeyworker Ratio: 1:1							
PNEUMATIC CONTROLS (TEMP.)	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	6/1/2026	\$37.22	\$10.90	\$9.75	\$6.60	\$0.00	\$64.47
LABORERS	12/1/2026	\$39.64	\$10.90	\$9.75	\$6.60	\$0.00	\$66.89
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$41.04	\$10.90	\$9.75	\$6.60	\$0.00	\$68.29
	12/1/2027	\$42.44	\$10.90	\$9.75	\$6.60	\$0.00	\$69.69
	6/1/2028	\$43.94	\$10.90	\$9.75	\$6.60	\$0.00	\$71.19
	12/1/2028	\$45.44	\$10.90	\$9.75	\$6.60	\$0.00	\$72.69
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2026	\$38.00	\$10.90	\$9.75	\$6.60	\$0.00	\$65.25
LABORERS	12/1/2026	\$39.29	\$10.90	\$9.75	\$6.60	\$0.00	\$66.54
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
READY-MIX CONCRETE DRIVER	5/1/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$0.00	\$45.21
TEAMSTERS 404 - Construction Service (Northampton)							
TEAMSTERS 404 - Construction Service (Northampton)							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	\$36.47	\$10.90	\$9.75	\$6.60	\$0.00	\$63.72
LABORERS	12/1/2026	\$38.89	\$10.90	\$9.75	\$6.60	\$0.00	\$66.14
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2027	\$40.29	\$10.90	\$9.75	\$6.60	\$0.00	\$67.54
	12/1/2027	\$41.69	\$10.90	\$9.75	\$6.60	\$0.00	\$68.94
	6/1/2028	\$43.19	\$10.90	\$9.75	\$6.60	\$0.00	\$70.44
	12/1/2028	\$47.26	\$9.90	\$9.25	\$5.53	\$0.00	\$71.94
	6/1/2205	\$34.29	\$9.90	\$0.00	\$0.00	\$0.00	\$44.19

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2205	\$36.79	\$9.90	\$9.25	\$5.53	\$0.00	\$61.47
	6/1/2206	\$39.29	\$9.90	\$9.25	\$5.53	\$0.00	\$63.97
	12/1/2206	\$41.46	\$9.90	\$9.25	\$5.53	\$0.00	\$66.14
	6/1/2207	\$43.11	\$9.90	\$9.25	\$5.53	\$0.00	\$67.79
	12/1/2207	\$44.51	\$9.90	\$9.25	\$5.53	\$0.00	\$69.19
	6/1/2208	\$46.01	\$9.90	\$9.25	\$5.53	\$0.00	\$70.69
	12/1/2208	\$44.94	\$10.90	\$9.75	\$6.60	\$0.00	\$72.19

For apprentice rates see "Apprentice- LABORER"

ROOFER (Coal tar pitch) ROOFERS LOCAL 248 ROOFERS LOCAL 248	7/16/2026	\$46.73	\$10.60	\$8.70	\$10.00	\$0.00	\$76.03
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For apprentice rates see "Apprentice- ROOFER"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 248 ROOFERS LOCAL 248	7/16/2026	\$46.23	\$10.60	\$8.70	\$10.00	\$0.00	\$75.53
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ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248 ROOFERS LOCAL 248	7/16/2026	\$46.73	\$10.60	\$8.70	\$10.00	\$0.00	\$76.03
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For apprentice rates see "Apprentice- ROOFER"

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

Apprentice: SHEETMETAL WORKER**Effective Date: 7/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82

Apprentice: SHEETMETAL WORKER**Effective Date: 1/1/2027**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$6.09	\$4.95	\$0.00	\$0.85	\$31.46
2	50.00	\$21.74	\$6.77	\$5.51	\$0.00	\$0.94	\$34.96

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	55.00	\$23.91	\$7.45	\$9.91	\$0.00	\$1.15	\$42.42
4	60.00	\$26.09	\$8.36	\$9.91	\$0.00	\$1.23	\$45.59
5	65.00	\$28.26	\$8.86	\$9.91	\$0.00	\$1.31	\$48.34
6	70.00	\$30.44	\$9.48	\$9.91	\$0.00	\$1.39	\$51.22
7	75.00	\$32.61	\$10.15	\$9.91	\$0.00	\$1.47	\$54.14
8	80.00	\$34.78	\$10.83	\$9.91	\$11.12	\$1.78	\$68.42
9	85.00	\$36.96	\$11.51	\$9.91	\$11.12	\$1.86	\$71.36
10	90.00	\$39.13	\$12.18	\$9.91	\$11.12	\$1.94	\$74.28

Apprentice to Journeyworker Ratio: 1:3

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	7/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
SPRINKLER FITTERS LOCAL 669	10/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
SPRINKLER FITTERS LOCAL 669	1/1/2027	\$56.54	\$14.55	\$7.50	\$9.41	\$0.00	\$88.00
	4/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	7/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	10/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	1/1/2028	\$59.83	\$15.50	\$7.55	\$9.41	\$0.00	\$92.29

Apprentice: SPRINKLER FITTER							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	\$28.36	\$9.64	\$0.00	\$0.00	\$0.00	\$38.00
2	48.00	\$31.66	\$9.64	\$0.00	\$0.00	\$0.00	\$41.30
3	52.00	\$34.29	\$13.60	\$7.45	\$1.15	\$0.00	\$56.49
4	56.00	\$36.93	\$13.60	\$7.45	\$1.15	\$0.00	\$59.13
5	59.00	\$38.91	\$13.60	\$7.45	\$1.40	\$0.00	\$61.36
6	64.00	\$42.21	\$13.60	\$7.45	\$1.40	\$0.00	\$64.66
7	68.00	\$44.85	\$13.60	\$7.45	\$1.40	\$0.00	\$67.30
8	72.00	\$47.48	\$13.60	\$7.45	\$1.40	\$0.00	\$69.93
9	76.00	\$50.12	\$13.60	\$7.45	\$1.40	\$0.00	\$72.57
10	80.00	\$52.76	\$13.60	\$7.45	\$1.40	\$0.00	\$75.21

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	\$28.36	\$0.00	\$0.00	\$0.00	\$0.00	\$28.36
2	48.00	\$31.66	\$0.00	\$0.00	\$0.00	\$0.00	\$31.66
3	52.00	\$34.29	\$0.00	\$0.00	\$1.15	\$0.00	\$35.44
4	56.00	\$36.93	\$0.00	\$0.00	\$1.15	\$0.00	\$38.08
5	59.00	\$38.91	\$0.00	\$0.00	\$1.40	\$0.00	\$40.31
6	64.00	\$42.21	\$0.00	\$0.00	\$1.40	\$0.00	\$43.61
7	68.00	\$44.85	\$0.00	\$0.00	\$1.40	\$0.00	\$46.25
8	72.00	\$47.48	\$0.00	\$0.00	\$1.40	\$0.00	\$48.88
9	76.00	\$50.12	\$0.00	\$0.00	\$1.40	\$0.00	\$51.52
10	80.00	\$52.76	\$0.00	\$0.00	\$1.40	\$0.00	\$54.16

Apprentice to Journeyworker Ratio: 1:1

TELECOMMUNICATION TECHNICIAN	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
TELECOMMUNICATION TECHNICIAN	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
ELECTRICIANS LOCAL 7							
ELECTRICIANS LOCAL 7							

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 6/28/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.76	\$7.80	\$0.63	\$0.00	\$0.00	\$30.19
2	45.00	\$24.48	\$7.80	\$0.70	\$0.00	\$0.00	\$32.98
3	50.00	\$27.21	\$14.00	\$7.53	\$0.00	\$0.00	\$48.74
4	55.00	\$29.93	\$14.00	\$7.61	\$0.00	\$0.00	\$51.54
5	65.00	\$35.37	\$14.00	\$9.84	\$0.00	\$0.00	\$59.21
6	70.00	\$38.09	\$14.00	\$11.30	\$0.00	\$0.00	\$63.39

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 1/3/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.22	\$7.95	\$0.63	\$0.00	\$0.00	\$30.80
2	45.00	\$25.00	\$7.95	\$0.70	\$0.00	\$0.00	\$33.65
3	50.00	\$27.78	\$14.25	\$7.53	\$0.00	\$0.00	\$49.56
4	55.00	\$30.56	\$14.25	\$7.61	\$0.00	\$0.00	\$52.42
5	65.00	\$36.11	\$14.25	\$9.84	\$0.00	\$0.00	\$60.20
6	70.00	\$38.89	\$14.25	\$11.30	\$0.00	\$0.00	\$64.44

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE							

Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.25	\$12.84	\$15.57	\$8.02	\$0.00	\$71.68
2	60.00	\$42.29	\$12.84	\$15.57	\$8.02	\$0.00	\$78.72
3	70.00	\$49.34	\$12.84	\$15.57	\$8.02	\$0.00	\$85.77
4	80.00	\$56.39	\$12.84	\$15.57	\$8.02	\$0.00	\$92.82
5	90.00	\$63.44	\$12.84	\$15.57	\$8.02	\$0.00	\$99.87

Apprentice to Journeyworker Ratio: 1:5

TERRAZZO MECHANIC	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE							

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

Apprentice: TERRAZZO MECHANIC							
Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.79	\$12.84	\$15.57	\$7.99	\$0.00	\$72.19
2	60.00	\$42.94	\$12.84	\$15.57	\$7.99	\$0.00	\$79.34

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO MECHANIC Effective Date: 2/1/2027							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	\$50.10	\$12.84	\$15.57	\$7.99	\$0.00	\$86.50
4	80.00	\$57.26	\$12.84	\$15.57	\$7.99	\$0.00	\$93.66
5	90.00	\$64.41	\$12.84	\$15.57	\$7.99	\$0.00	\$100.81
Apprentice to Journeyworker Ratio: 1:5							
TEST BORING DRILLER LABORERS	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.87	\$10.90	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$37.25	\$10.90	\$9.75	\$6.60	\$0.00	\$64.50
LABORERS	12/1/2026	\$38.54	\$10.90	\$9.75	\$6.60	\$0.00	\$65.79
LABORERS - ZONE 4 (HEAVY & HIGHWAY)							

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

WATER METER INSTALLER	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$56.26	\$12.00	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21

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

Additional Apprentice Information

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

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

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

RULES AND REGULATIONS CONCERNING DISTINCTIVE
SLOW-MOVING VEHICLE EMBLEM

In accordance with the provisions of Section 7 of Chapter 90 of the General Laws as most recently amended by Chapter 684 of the Acts of 1970, and following due notice and a public hearing held on January 8, 1971 at the Registry of Motor Vehicles, 100 Nashua Street, Boston, Massachusetts, I hereby prescribe the following standards and specifications for a distinctive slow-moving vehicle emblem:

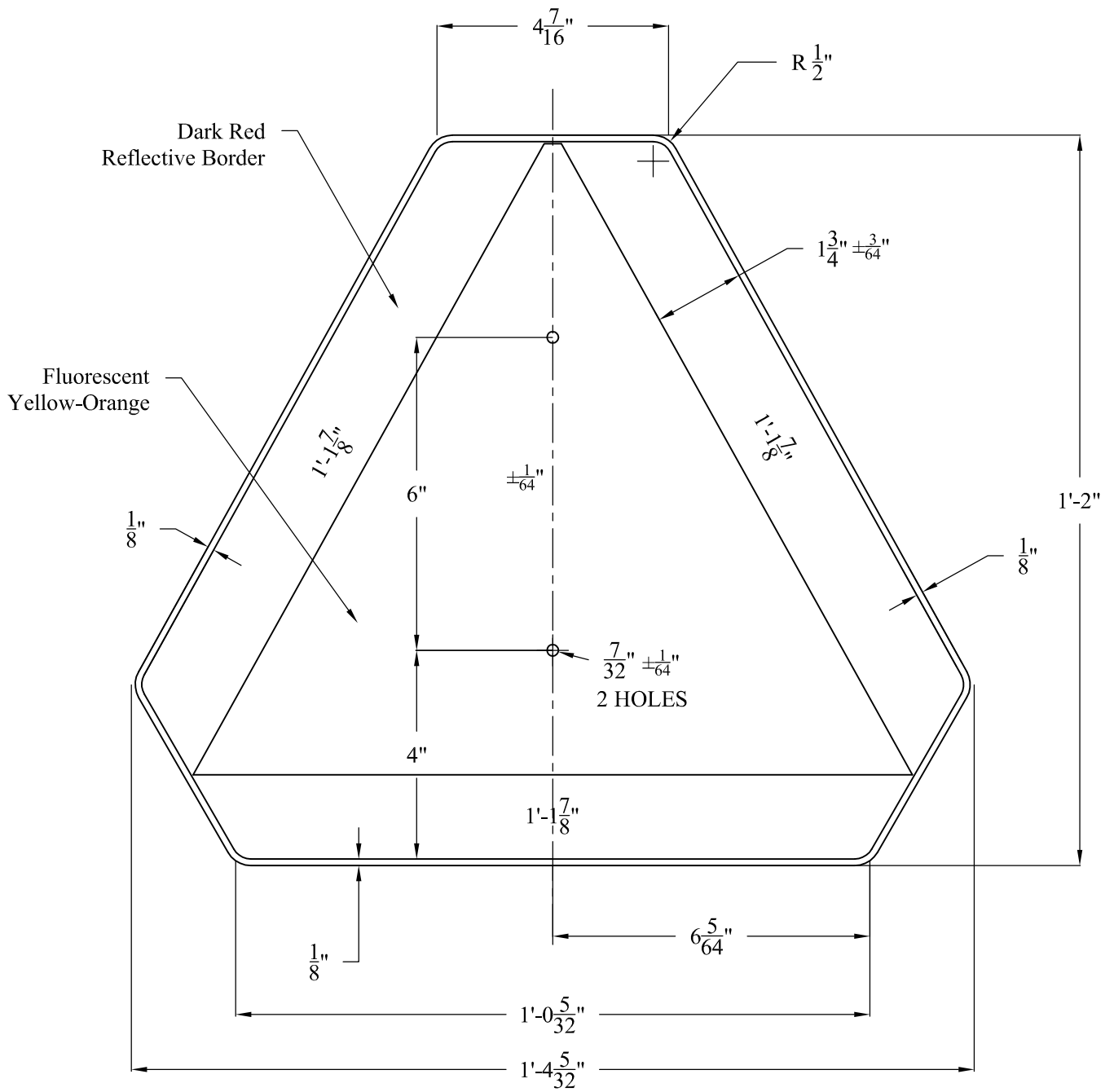
1. The minimum total construction and the dimensions of the emblem shall conform to Society of Automotive Engineers standards as last revised in June, 1967.
2. The emblem shall be securely mounted on the rear of the vehicle with broad base down facing squarely to the rear of said vehicle, as near to the center as possible with the bottom of the emblem not less than 3 feet nor more than 5 feet above the ground. Said emblem shall be kept clean.

Incorporated herein and made a part of these rules and regulations is the standard of the Society of Automotive Engineers, SAE-J943A as last revised in June, 1967, pertaining to a slow-moving vehicle identification emblem.

Boston, Mass., January 21, 1971

(Signed) _____
Registrar of Motor Vehicles

Filed in the Office of the
Secretary of the Commonwealth
January 22, 1971



Slow Moving Vehicle Emblem
Scale 1" = 3" ±

NOTE: Unless otherwise specified, a tolerance of $\pm 1/16"$ applies to all dimensions.

PROPOSAL

For: _____
(Contractor)

COMMONWEALTH OF MASSACHUSETTS

LOCATION

The work referred to herein is in the Town of Clarksburg, County of Berkshire, Commonwealth of Massachusetts, and is shown by a set of plans and special provisions, on file in the office of the Selectboard and extends as follows:

“West Road Culvert Replacement & Related Work”

To the Party of the First Part:

The undersigned, as bidder, certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, the standard specifications and plans therein referred to and the Special Provisions hereto annexed; and he proposes and agrees, if this proposal is accepted, that he will contract with the Party of the First Part, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, to wit:

The foregoing prices shall include the furnishing of all materials (except as otherwise herein specified), the performing of all the labor requisite or proper, the providing of all necessary machinery, tools, apparatus and other means of construction, the doing of all the above-mentioned work in the manner set forth, described and shown in the specifications and on the drawings for the work, and in the form of contract, and the completion thereof within the schedule enclosed in these documents.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give a performance and payment bond in the sum to be determined as aforesaid with surety satisfactory to the Party of the First Part within fourteen (14) calendar days from the date of the mailing of notice from the Party of the First Part to him, according to the address herewith given, that the contract is ready for signature, the Party of the First Part may, at his option, determine that the Bidder has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the proposal guaranty submitted covering this proposal shall become the property of the PARTY OF THE FIRST PART otherwise the said proposal guaranty shall be returned to the undersigned.

Full name and address of individual, firm, partnership or corporation submitting this bid:

Address for payments, if different.

Signed by: _____ (Title)

Federal Employers Identification No. or Social Security No. _____

NOTICE: Bid shall be signed in black ink by person having proper legal authority, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president", "treasurer" or "clerk" in the case of a corporation.

(Owner or Partner)

(Address)

(Zip Code)

If bidder is a corporation, give the State in which incorporated and the names and business addresses of the following officers:

State of Incorporation

President

Address

Treasurer

Address

Clerk

Address

State here if bid is submitted by joint ventures:

and if any of the joint venture's is a corporation, a copy of the vote of the corporation authorizing the joint venture should be attached hereto.

The proposed surety on the bond to be given is:

Name

Home Office Address

Massachusetts Address (if different)

Note: Include Zip Code No. with all addresses

The Contractor acknowledges receipt of the following addenda:

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

BID FORM
WEST ROAD CULVERT REPLACEMENT & RELATED WORK

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS & CENTS	AMOUNT DOLLARS & CENTS
1	1 LS	Clearing & Grubbing at _____ per Lump Sum		
2	1 LS	Culvert Demolition at _____ per Lump Sum		
3	3,000 CY	Unclassified Excavation at _____ per Cubic Yard		
4	150 CY*	Class B Rock Excavation* at _____ per Cubic Yard (*Indeterminate quantity assumed for comparison of bids)		
5	50 CY	Processed Gravel for Roadway at _____ per Cubic Yard		
6	90 CY	Gravel Borrow for Roadway at _____ per Cubic Yard		
7	1,750 CY	Gravel Borrow for Backfilling Structures & Pipes at _____ per Cubic Yard		
8	230 CY	Crushed Stone at _____ per Cubic Yard		
9	20 CY	Dense Graded Crushed Stone for Shoulders at _____ per Cubic Yard		
10	290 CY	Riprap at _____ per Cubic Yard		
11	250 SY	Channel Paving at _____ per Square Yard		
12	250 SY	Natural Substrate & Stream Bottom at _____ per Square Yard		
13	70 SFFA	Stone Boulder Wall at _____ per Square Foot Face Area		
14	1 LS	3-sided Open Bottom Reinforced Precast Concrete Box Culvert, CIP Wingwalls, & CIP Footings at _____ per Lump Sum		
15	100 SY	Concrete Approach Slab at _____ per Square Yard		
16	1 LS	Temporary Utility Relocation at _____ per Lump Sum		

Town of Clarksburg
West Road Culvert Replacement & Related Work
Bid Opening: October 5, 2026

Contractor: _____
(Please Print)

Date: _____

BID FORM
WEST ROAD CULVERT REPLACEMENT & RELATED WORK

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS & CENTS	AMOUNT DOLLARS & CENTS
17	150 FT	Guardrail, TL-2 (Single Faced) at _____ per Foot		
18	2 EA	Guardrail Tangent End Treatment, TL-2 at _____ per Each		
19	2 EA	Guardrail Trailing Anchorage, TL-2 at _____ per Each		
20	1 LS	Control of Water at _____ per Lump Sum		
21	1 LS	Erosion, Sedimentation & Dust Control at _____ per Lump Sum		
22	1 LS	Loam, Seed, Straw Mulch & Cleanup at _____ per Lump Sum		
23	1 LS	Safety Controls for Construction Operations at _____ per Lump Sum		
24	1 ALLOW	Traffic Police Services at <u>Five Thousand Dollars and Zero Cents</u> per Allowance	\$5,000.00	\$5,000.00
25	1 ALLOW	Testing Services at <u>Five Thousand Dollars and Zero Cents</u> per Allowance	\$5,000.00	\$5,000.00
TOTAL:				

TOTAL OF BASE BID IN WORDS:

Town of Clarksburg
West Road Culvert Replacement & Related Work
Bid Opening: October 5, 2026

Contractor: _____
(Please Print)

Date: _____

CERTIFICATE OF NON-COLLUSION

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

Signature/Title

Company/Firm Name

(This Form Must Be Completed and Submitted with the Bid)

CERTIFICATE OF VOTE
(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____
Name of Corporation

held on _____, it was voted, that
Date

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

(This Form Must Be Completed and Submitted with the Bid)

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

Signature of individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

**Social Security # (Voluntary)
or Federal Identification #

- * Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- ** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.62C s. 49.A.

(This Form Must Be Completed and Submitted with the Bid)

CERTIFICATION ON INTERNAL ACCOUNTING CONTROLS

I certify under the penalties of perjury that I, to my best knowledge and belief that the corporation has internal accounting controls as required by GL c. 30, S 39R(c), that the corporation shall maintain accurate and detailed accounts for six- (6) year after the final payment, that the corporation shall file regular statements of management concerning internal auditing controls and that the corporation has filed and will continue to file an audited financial statement as required by GL c. 30, S 39R(d).

Signature of individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

(This Form Must Be Completed and Submitted with the Bid)

**BIDDER'S CERTIFICATION REGARDING PAYMENT
OF
PREVAILING WAGES**

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

(Date)

(Name of General Bidder)

By: _____ (Signature)
(Name of Person Signing Bid)

(Title)

(This Form Must Be Completed and Submitted with the Bid)

**LABOR HARMONY
AND
OSHA TRAINING CERTIFICATION REQUIREMENTS**

I certify under the penalties of perjury that I will provide certifications regarding labor harmony and training approved by the U.S. Occupational Safety and Health Administration for all employees to be employed at the worksite in accordance with Massachusetts General Law Chapter 30, Section 39S(a), certifying that:

- that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;
- that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health

Signature/Title

Company/Firm Name

(This Form Must Be Completed and Submitted with the Bid)

Revised March, 1988

AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS
HIGHWAY DEPARTMENT
10 PARK PLAZA, BOSTON, MASSACHUSETTS

PROJECT:

The undersigned, under the pains and penalties of perjury, says that he is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

(Name of Bidder as appearing in submitted proposal)

(Address of Bidder)

(Zip Code)

(Telephone Number of Bidder)

and says that of his own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal (s). It is understood that the signing of this AFFIDAVIT is applicable to all projects for which bids are being submitted in a multi-bid proposal.

DATE

Signature and title of person
making affidavit

NOTE: Failure to complete this form will result in this bid being declared non-responsive and not eligible for award consideration.

SUPPLEMENTAL BID DATA

(Must be filled in by all Bidders and submitted with bid)

- I. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

A. Name of Bidder: _____

B. Permanent main office address, including zip code and telephone number:

C. Firm, Partnership or Corporation: Title of individual signing proposal:

1. If Firm or Partnership: names of other members:

2. If Corporation: required data:

D. How many years have you been engaged in the contracting business under your present firm or trade name?
_____ years

E. Contracts on hand (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).

F. Have you ever failed to complete any work awarded to you?
If so, where and why?

G. Have you ever defaulted on a contract?
If so, where and why?

H. List your major equipment available for this contract.

- I. Experience in construction work similar in importance to this project. (Provide list of public projects completed within the past 5 years including contact names and phone numbers.)

II. Proposed Surety

A. Name _____

B. Home Office Address _____

C. Agent's Name and Address _____

Dated at _____ this day _____ day of _____, 20__

(Name of Bidder)

(Title)

State of _____

County of _____

_____ being duly sworn deposes and says that he is _____
of _____ and that the answers to the foregoing questions and all statements
therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20__

(Notary Public)

My Commission Expires _____

**DRAFT OWNER-CONTRACTOR AGREEMENT
FOR PUBLIC WORKS CONSTRUCTION**

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty Six between _____, with a usual place of business at _____, hereinafter called the Contractor, and the Town of Clarksburg, acting by its Town Administrator, with a usual place of business at 111 River Road, Clarksburg, Massachusetts 01247, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as **West Road Culvert Replacement & Related Work**, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____ Dollars and _____ Cents (\$ _____).

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall substantially complete the work on or before _____, and finally complete the work on or before _____.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$1,000 per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
- 1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
 - 2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance With Laws:

- 1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- 2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- 3) If the Contractor performs any Work, which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- 4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required

by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

- 1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
- 2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
- 4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
- 5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner or Owner's representative. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under

the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect/Engineer

There is a project Architect/engineer for this project who is Foresight Land Services of Pittsfield, Massachusetts. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Town Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work, which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Work Force Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls with each pay application and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

- A. The Owner shall make payment to the Contractor in accordance with the provisions of Sections 39F and 39G of Chapter 30 of the General Laws of the Commonwealth of Massachusetts. The Contractor shall submit requisitions for payment as required by said provisions and the directions of the Owner.
- B. The Contractor's applications for payment shall be subject to approval by the Project Engineer and the Town.

C. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. The actual cost of:
 - 1) Labor.
 - 2) Materials entering permanently into the work.
 - 3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - 4) Power and consumable supplies for the operation of power and equipment.
 - 5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bonds, profit and any other general expenses.

D. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

10. Final Inspection Report

A. Substantial Completion: Upon presentation of the Contractor's certification in writing that the work has been substantially completed, the Engineer, as the authorized representative of the Awarding Authority, shall carry out a final inspection of the work and shall either certify to the Owner that the work required under the Contract has been substantially completed, or that the work has not been substantially completed. In the latter event, the Engineer, as the duly authorized representative of the Awarding Authority, shall prepare and submit to the Contractor an itemized list of incomplete or unsatisfactory work items required by the Contract which will be sufficient to demonstrate that the work has not been substantially completed.

Substantial completion shall be as defined in Chapter 30, Section 39G of the M.G.L. as most recently amended.

B. Final Completion: Within thirty (30) days after receipt by the Awarding Authority of a notice from the Contractor stating that all of the work required by the Contract has been completed, the Awarding Authority shall prepare and forthwith send to the Contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the Awarding Authority, on that work less all payments made to date, unless

the Awarding Authority's inspection shows that work items required by the Contract remain incomplete or unsatisfactory or that documentation required by the Contract has not been completed.

Final completion, as required for meeting the requirements of the Contract for completion within the specified time, shall occur when, in the opinion of the Engineer, all work required under the Contract has been completed including all items of work on punch lists issued by the Engineer.

Within fifteen (15) days after the effective date of the declaration of substantial completion, the Awarding Authority shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the Contractor shall complete all such work items within forty-five (45) days after the receipt of such list or before the then Contract completion date, whichever is later. If the Contractor fails to complete such work within such time, the Awarding Authority may, subsequent to seven days' written notice to the Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

11. Acceptance and Final Payment

Final payment shall be made pursuant to the provisions of M.G.L. Chapter 30, Section 39G or 39K, as applicable.

For unit price Contracts, the Engineer shall, as soon as practicable after the satisfactory completion of the final inspection report (Article 10), make a final estimate of the value of work constructed. This final estimate shall contain all final quantities for all items of the Contract and for all extra work authorized. This final estimate shall be submitted to the Contractor for certification.

For lump sum Contracts, the Contractor shall submit to the Engineer for review and comment a draft of the final payment request, including claims for all extra work authorized. Upon approval by the Engineer, the final payment request shall be certified by the Contractor.

The Owner shall, upon approval of the final estimate certified by the Engineer and the Contractor, issue a semi-final partial payment providing for payment of all amounts due less the percentage retainage and any amounts due the Owner.

All prior estimates and payments shall be subject to correction at the time of preparation of the final estimate.

The Owner shall not make final payment to the Contractor until Contractor has submitted, to the satisfaction of the Owner, all Certified Payroll, certificates of lien release from all subcontractors, vendors and any other parties under contract with the Contractor, as built plans, and all other documents required under this Agreement.

12. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

13. Guarantee Period

The Contractor shall guarantee all work under this Contract for a period of ONE YEAR from the date of acceptance of the final estimate for the quantity and price of work done, unless otherwise specified. The cost of the guarantee is to be included by the Contractor in his/her proposal form Contract and no additional payment will be provided.

The guarantee shall cover and include all workmanship, materials, equipment, performance, and all combinations thereof required in the work under the Contract. Any and all defects and/or deficiencies which become evident during the guarantee period shall be corrected, repaired, replaced, or otherwise remedied to the satisfaction of the Owner and Engineer at no cost of any nature to the Owner or Engineer. Any special guarantee or warranty specified in the projects shall be considered as being in addition to the general guarantee period.

14. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- This Contract Form
- Bid Form
- 100 % Payment Bond
- 100 % Performance Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Certificate of Vote
- Certificate of Insurance
- Specifications
- Contract Drawings
- Schedule of Prevailing Wages

15. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

16. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

17. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

18. Termination

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

19. Miscellaneous

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

20. Insurance

The Contractor shall maintain, during the course of the agreement, liability insurance coverage in accordance with the requirements of the Special Provisions and Workers' Compensation insurance in accordance with the requirements of Chapter 152 of the General Laws. The Contractor shall also procure and maintain insurance coverage for damage to the work itself. Certificates of such insurance shall be provided to the Owner prior to commencement of work.

21. Retainage

Retainage will be held from each item in the amount of 10%. Release of retainage will be upon final completion of the work and as deemed appropriate by the engineer and owner.

22. Quantities May Vary

The quantities used in the bid form are an estimate based on the available data at the time of the bid. The quantities are not guaranteed. There will be no escalation in unit prices for quantities that vary from the estimated quantities regardless of the % divergence.

23. Change Orders

In the event a situation arises that a change order is necessitated, the Contractor shall discuss with Owner/Engineer and proceed upon direction of the Owner. Contractor shall not stop the work based on the necessity of a change order. If the Owner directs Contractor to proceed before final pricing of the change order is determined, then that pricing will be negotiated after the work is complete.

All change orders shall be according to the Massachusetts General Laws. and change order requirements and procedures must be confirmed with Owner prior to signing this contract.

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number
or Federal Identification
Number

Signature of Individual or
Corporate Name

by: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF CLARKSBURG

Town of Clarksburg
Town Administrator

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

Approved as to Availability of Funds:

Town Accountant

Contract Sum: \$

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SPECIFIC CONDITIONS

The following specific conditions are applicable to this project:

- SC-1 Prior to the start of work, the Contractor shall provide the Department of Public Works Superintendent with a written schedule of operations for review and approval. Copies of the schedule shall also be provided by the Contractor to the Clarksburg Police Department, Fire Department, and Conservation Commission for review and comment.
- SC-2 The Contractor shall obtain any and all permits required for work within the Town of Clarksburg right-of-way. Any costs associated with these permits shall be considered incidental.
- SC-3 West Road shall remain open at all times from December 1 through March 31 unless otherwise permitted by the Town. Weather dependent, road may be closed May 1 with proper signage, detours, and advanced notification to Town. The Contractor shall provide work limit protection/barriers, advanced warning signage, temporary road and traffic control signage as necessary. The Contractor shall provide a Stamped Traffic Management Plan to the Town and the Engineer for review and approval prior to beginning work.
- SC-4 Contractor mobilization, demobilization, and site prep shall be considered incidental.
- SC-5 The Contractor is responsible for providing temporary sanitary facilities (“porta johns”) as incidental.
- SC-6 All necessary temporary access and access roads, including clearing, grubbing, stabilizing of any means necessary, temporary gravel and matting, and site restoration as required to complete the work shall be considered incidental unless noted otherwise in these specifications.
- SC-7 A competent, experienced, trained construction supervisor shall be present at all times to manage the construction site and correspond (as applicable) with Town officials, the Engineer, utility companies, subcontractors, property owners, and business owners. The supervisor shall be accessible at all times and shall not operate any equipment that would otherwise make the supervisor inaccessible (i.e., the supervisor shall not be additionally running an excavator, roller, paver, or other machinery).
- SC-8 The Contractor shall make advance test pits and perform all other required procedures to locate and protect existing utilities in advance of the work. The Contractor shall note that excavation of test pits is included as incidental work.
- SC-9 The Contractor is responsible for limbing all tree branches and removing all trees/vegetation that may interfere with construction activities including, but limited to, temporary road, utilities, crane, and staging area. The Contractor shall carefully remove any limbs without damaging trees and dispose off-site. Any and all trees to be removed shall have the stumps and grubbed and removed from the site.

- SC-10 The Contractor is responsible for removing and resetting all existing features to be retained that are located within the work area. These features shall include but not be limited to guardrails, street signs, lighting, mailboxes, fencing of various types, stonewalls, landscaping and landscape mounds, mulch, shrubs, and all other physical features disturbed and/or relocated as a result of the work. The Contractor shall replace any features damaged during construction activities with new similar quality materials. The work required for site restoration and to remove, replace, and/or reset existing features shall be considered incidental.
- SC-11 Time of year restrictions for in-stream work shall confirm to US Army Corps of Engineers 2026 Nationwide Permits General Conditions and Massachusetts Regional Conditions. The time of year restriction for Non-Tidal Waters is October 1 to June 30, allowing work to commence within the work window of July 1 to September 30. Any proposed activity located in waters of the U.S. (excluding wetlands) shall be completed entirely “in-the-dry” or be isolated from active flows/the water column using temporary measures (i.e., cofferdams, sandbags, flume pipes, etc.) to the maximum extent practicable. The term “in-the-dry” means work that is done under dry conditions, e.g., work behind cofferdams or when the stream or tide is waterward of the work. The contractor shall comply with GC's at no additional compensation. Foresight or the Town's representative will provide the Contractor with the applicable US Army Corps of Engineers permit.
- SC-12 The Contractor shall comply with the Wetlands Protection Act Order of Conditions obtained from the Clarksburg Conservation Commission.
- SC-13 Trenches shall be backfilled (or covered with a steel plate with the Town's approval) and the street shall be swept at the end of each work day.
- SC-14 All pavements shall be repaired or patched against the existing pavement with saw cut edges.
- SC-15 All work performed as described in these contract documents shall be paid for under one or more of the items listed on the Bid Form. All other activities required in connection with performance of the work, including all work required under these specifications, whether described in the documents or mandated by applicable codes, permits, and laws, will not be paid for separately unless specifically provided for in the Bid Form, but will be considered incidental to performance of the overall project.
- SC-16 No extra payment will be made for extra depth excavation unless the grades required are deeper than the plans/profiles indicate. If the work will be necessary to be deeper than shown on the plans/profiles, the Contractor shall coordinate the changed conditions with the Engineer prior to starting the work.
- SC-17 All castings and materials shall be North American made.
- SC-18 The contract contains price adjustments for liquid asphalt, diesel, gasoline, Portland

cement, and steel (see appropriate sections of the specifications). Price adjustments will be calculated and paid for in accordance with MassDOT standards and the contract specifications.

SC-19 A one year warranty shall be provided by the contractor for all materials and workmanship.

SC-1 Temporary relocation of overhead utilities and coordination with utility companies shall be considered incidental. Shall also include all fees and costs associated with this work.

SPECIAL PROVISIONS

SCOPE OF WORK

The work shall consist of furnishing all labor, tools, equipment, materials, and performing all operations necessary for the **West Road Culvert Replacement & Related Work** project as shown on the plans, as herein specified, as directed by the Field Engineer, and as evidently required to properly complete the following items:

1. Provide traffic controls and mobilization as incidental.
2. Install erosion controls.
3. Perform demolition activities as required.
4. Protect existing utilities.
5. Install dewatering operation and water control, if applicable.
6. Perform excavation operations.
7. Install precast/ cast in place concrete box culvert, wingwalls, and footings; backfill.
8. Complete guardrail installation and other associated sitework.
9. Loam and seed immediately following work.
10. Perform clean-up and incidental work as directed.
11. Provide Record Data.

WORK SCHEDULE

All bids are to be opened on Monday, October 5, 2026 at 5:00 PM.

Begin Work: October 26, 2026

Substantial Completion: November 1, 2027

Final Completion: November 15, 2027

PLANS AND SPECIFICATIONS

The location and details of the work to be done are shown on a set of plans dated June 24, 2026, by JDB Consulting Engineers, Inc. and a set of plans dated September 2, 2026, by Foresight Land Services, Inc., and details included in the specifications. The plans along with these Special Provisions shall be supplemental to the Massachusetts Department of Public Works "Standard Specifications for Highways and Bridges", 2026 Edition.

Plans and Special Provisions are on file at the office of the Clarksburg Department of Public Works Superintendent and at the office of Foresight Land Services, Inc.

GENERAL

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

The Contractor shall furnish all labor and materials, tools, plant and equipment, and do all the work necessary to furnish and install and complete the work in accordance with the Special Provisions, the Plans, and the Standard Specifications.

Wherever the term “Standard Specifications” is used in these Special Provisions, it shall mean the relevant provisions of the Massachusetts Dept. of Transportation “Standard Specifications for Highways and Bridges”, 2026 Edition, along with the following additional addenda to the Standard Specifications:

Page 7 – 1.17 Department – delete “Public Works”; insert “The Town of Clarksburg”.

Page 7 – delete Engineer

The word “Department” will refer to the Town of Clarksburg and the term “Engineer” will refer to Foresight Land Services, Inc. – consulting engineers for the Town.

Note: The work required in the following sections will be considered incidental work to the contract unless otherwise specified.

INSPECTION OF WORK

A Field Engineer, appointed by the Town, will be present when critical portions of the work are being performed. Whenever the term “Field Engineer” appears in these documents, it shall be interpreted as meaning the authorized inspector appointed by the Town.

No materials shall be used and/or paid for under this contract which have not been examined and passed by the Owner and the Engineer or for any reason placed outside the prescribed limits of work.

EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any bidder from any obligations with respect to his/her bid. By submitting a bid, the bidder agrees and warrants that he/she has examined the site and the Specifications and Plans, and where the Specifications require in any part of the work a given result to be produced that the Specifications and Plans are adequate to produce the required results. Any work called for in the Specifications and not shown on the Plans, or any work shown on the Plans and not called for in the Specifications shall be considered as called for in both. The Contractor shall furnish his/her own copy of the “Standard Specifications” and amendments thereto, and shall ensure that a copy is available for reference at the work site.

SOIL DATA

The Contractor must satisfy himself/herself, by his/her own investigation and research regarding conditions affecting the work to be done and the plant, equipment, labor, and materials needed, and make his/her bid in sole reliance thereon. Subsurface investigations for the purpose of sitework construction are the responsibility of the Contractor.

Limited soils and boring information has been obtained and is included within the contract documents. The Geotechnical Report is included. This data was obtained for a general idea of what subsurface conditions may exist but is not exact or complete. The investigations, by their nature, cannot reveal all conditions that exist on the site.

The soils investigations identify certain properties of below grade conditions for the design of the project, and are prepared primarily for the use of the Engineer. The Contractor shall make his/her own investigations with respect to ledge, groundwater, and utility installation as well as the roadway work, as applicable.

The Contractor is responsible for reviewing the soils information for general information about the character of the soils, and for visiting the site, and making whatever additional tests and evaluations he/she deems necessary to properly carry out the work. The Owner and the Engineer assume no responsibility for the variations in subsurface quality or condition of soils actually encountered.

SURVEYING CONTROL

Survey benchmarks are shown on the Plans. These reference marks will be recovered by the Engineer prior to the start of the work.

The Contractor shall provide at his/her own expense all materials and labor as may be required to establish all project control range lines, additional reference marks, and line and grade stakes. The Contractor's plan for project control shall be submitted to the Engineer for approval prior to starting any work.

If the Contractor, through willfulness or carelessness, removes or permits to be removed such reference marks before the prosecution of the work requires it, they shall be replaced at his/her own expense. All work shall conform, during its progress and on its completion, truly to the lines and grades shown on the Plans, and shall be done in a thoroughly substantial and workmanlike manner, in accordance with the Plans and directions given by the Field Engineer from time to time as shall be deemed necessary by him/her during its execution.

The vertical datum referred to in these Special Provisions and shown on the Plans is that established by the Engineer during the preliminary surveys for the work herein described.

CONFORMITY WITH PLANS AND SPECIFICATIONS (Supplementing Section 5.03)

The Contractor shall make his/her own determination of dimensions and details in the field and have no claim for differences between the Plan and the actual field measurements. In all phases of the work, the Contractor will be required to conform to all local regulations as to proper use of highways, bridges, etc. The Contractor shall so limit his/her operations and carry on his/her work in such manner and sequence as to insure the least possible interference with traffic.

Special attention is called to the requirements of Section 7.09, 7.10, 7.11, General Requirements and Covenants of the "Standard Specifications".

SCHEDULE OF OPERATIONS AND TRAFFIC DETOURS (Supplementing Subsection 8.02)

At least one week prior to starting construction, the Contractor shall submit to the Engineer and to the Board of Selectmen, Public Works Superintendent, and Chief of Police, for information purposes, the schedule outlined in their bid submission, with any revisions highlighted. The schedule should include their proposed operations, including traffic detour schedule. Acceptance of such schedule of operations shall not in any way remove sole responsibility and liability from

the Contractor for any and all damage occurring during the duration of the job caused by faulty construction, improper procedure, or negligence.

Work on this project is restricted to a five (5) day week with the Contractor and all subcontractors working on the same shift. No work shall be done on this Contract on legal holidays. Work will not be allowed the day before or the day after a long weekend, which involves a holiday, without prior written approval of the Engineer. The Contractor will not be permitted to work at more than two (2) locations simultaneously without the prior permission of the Engineer.

Work hours shall be Monday through Friday, 7:00 AM to 4:00 PM (unless otherwise noted). The roadway may be closed to traffic. No work is allowed on Saturdays, Sundays, or Legal Holidays.

An approved traffic management detour plan developed by the Contractor shall be in place prior to any operations affecting existing roadway use.

Time of year restrictions for in-stream work shall confirm to US Army Corps of Engineers 2026 Nationwide Permits General Conditions and Massachusetts Regional Conditions. The time of year restriction for Non-Tidal Waters is October 1 to June 30, allowing work to commence within the work window of July 1 to September 30. Any proposed activity located in waters of the U.S. (excluding wetlands) shall be completed entirely “in-the-dry” or be isolated from active flows/the water column using temporary measures (i.e., cofferdams, sandbags, flume pipes, etc.) to the maximum extent practicable. The term “in-the-dry” means work that is done under dry conditions, e.g., work behind cofferdams or when the stream or tide is waterward of the work. The contractor shall comply with GC's at no additional compensation. Foresight or the Town's representative will provide the Contractor with the applicable US Army Corps of Engineers permit.

Setup and removal of all equipment and materials for construction and/or traffic maintenance shall be done during the prescribed work hours. The roadway shall be free of the Contractor's personnel and operations during restricted hours.

The Contractor shall give notice to the Engineer at least 48 hours in advance of beginning any work affecting traffic and shall not proceed with operations without specific notices to, and approval of, the Engineer.

PROSECUTION OF WORK (Supplementing Subsection 8.03) Mandatory

The Contractor shall secure his/her equipment outside of the limits of the roadway when not actually working so that the flow of pedestrians and vehicular traffic will not be obstructed.

ACCESS TO THE WORK SITE

The Contractor shall construct at his/her own expense such temporary access roads as may be necessary for his/her equipment, crew, and materials to reach the sites of the work and to carry out the terms of the contract. Upon completion of the work, all temporary access roads shall be removed and the areas graded, seeded, mulched, and otherwise restored to their original conditions satisfactory to the Engineer. Particular attention shall be paid to prevention of erosion

and siltation of watercourses caused by wheel tracks and ruts.

PUBLIC SAFETY AND CONVENIENCE (Supplementing Subsection 7.09)

The Contractor's attention is called to the following:

- Industrial Bulletin No. 13-U.S. Department of Labor.
- Rules and Regulation for Structural Painting-Occupational Safety and Health Administration.
- Department of Labor and Industries, Commonwealth of Massachusetts-Construction Standards, Volume 37, No. 243, Part III, Issued December 16, 1972.

BARRICADES AND WARNING SIGNS (Supplementing Subsection 7.10)

All automotive equipment not protected by traffic cones or flares, that are working on a project, which is open to traffic, shall have one amber flashing warning light mounted on the roof or the highest practical point of the machinery. These lights shall be in operation whenever the equipment is working on the highway and/or traveling in the work area at a speed less than 20 MPH.

Amber flashers must be visible to both oncoming and overtaking vehicular traffic and shall have a minimum of 32 candlepower and a flashing frequency of 50-60 times per minute.

All vehicles, excepting passenger cars, which are assigned to the project and which operate at speeds of 25 MPH or less, shall have an official SLOW MOVING VEHICLE EMBLEM displayed.

On a project that is open to traffic, all personnel who are working on the traveled way or breakdown lanes and who are not protected by traffic cones shall wear approved safety vests.

PRECAUTIONS UNDER ELECTRIC LINES

The bidder's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...The minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50KV or below, and greater distances for higher voltage...".

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor's attention is called to Section 7.14 of the Standard Specifications, "Responsibility for Damage Claims".

Particular attention of all bidders is called to Section 8.03, 8.10, and 8.11 of the Standard Specifications which refer to "Prosecution of Work", "Determination and Extension of Contract Time for Completion", and "Failure to Complete Work in Time".

Attention is called to the fact that Minimum Wage Rates are established for the project and are set forth herein.

INSURANCE REQUIREMENTS

See Section 7.05 of the Standard Specifications for Insurance Requirements.

The minimum limits of the several kinds of liability insurance required for this contract are as follows:

Contractor's Public Liability	\$2,000,000/4,000,000
Contractor's Property Damage Liability	\$2,000,000/2,000,000
Contractor's Protective Public Liability	\$2,000,000/4,000,000
Contractor's Protective Property Damage	\$2,000,000/4,000,000

WETLANDS PROTECTION ACT

Work under this contract will take place within areas regulated by the Wetlands Protection Act MGL Chapter 131. The Contractor shall ensure that adequate measures are taken to prevent release of sediment or other pollutants into storm drains, watercourses, or wetland areas. The Engineer will provide Contractor with a copy of the permit prior to construction.

Disturbance of adjacent areas will not be allowed. Erosion controls shall be placed at a minimum along the downgradient limits of work where erosion and sedimentation could occur.

AVAILABLE FUNDS

The Town reserves the right to eliminate any portion of the work under this contract in order to bring the total expenditure within the amount available for the project or to comply with any conditions of permits obtained for this project, and to limit the prosecution of the work to such points and in such order as may be directed, without any adjustment in the contract prices for the items, unless otherwise specified in these Special Provisions.

PLANT PEST CONTROL

All soil moving equipment operating in regulated areas in Massachusetts will be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment by the Contractor before such equipment is moved from regulated areas within Massachusetts to uninfested areas either within or without the Commonwealth. The cost of such cleaning shall be included in the contract price and shall not be in addition thereto.

Complete information may be obtained from the Massachusetts Department of Agriculture, Plant Pest Control Division, 100 Cambridge Street, Boston. For interstate movement of soil moving equipment, contact the U.S. Department of Agriculture, Plant Pest Control, 424 Trapelo Road, Waltham, Massachusetts 02154.

PREVENTION OF WATER POLLUTION – SANITARY PROVISIONS

(Supplementing Section 7.02)

Storm drains in the public way discharge to protected wetland resource areas. During the performance of all work under this contract, the Contractor shall adopt such precautions in the conduct of his/her operation as may be necessary to avoid contaminating water in the resource area. All earthwork, grading, moving of equipment, water control, and other operation likely to create silting shall be so planned and conducted as to minimize pollution in the resource area. Water used for any purpose whatsoever by the Contractor which has become contaminated with soil, bitumen, salt, concrete, or other pollutants shall not be discharged in the resource area. Under no circumstances shall the Contractor discharge pollutants into the resource area. The

Contractor shall not store fuel nor permit any refueling of construction equipment while such equipment is within 100 feet of any storm drain or watercourse that drains to the resource area.

EXECUTIVE ORDER #195

In compliance with Executive Order #195 of the Governor of the Commonwealth, the Governor or his/her designee, the Secretary of Administration and Finance, and the State Auditor or his/her designee shall have the right, at reasonable times, and upon reasonable notice, to examine the books, records, and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements of this contract.

OVERLOADED TRUCKS

The Department will not accept any materials delivered to any project in motor vehicles or semi-trailer units that exceed the legal maximum gross weight allowed for the particular class, as specified in Section 19A of Chapter 90 of the General Laws of Massachusetts. The provisions of Subsection 7.03 of the Standard Specifications shall still apply.

EXECUTIVE ORDER #130 (Anti-Boycott Covenant)

The Contractor warrants, represents, and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151 E, Massachusetts General Laws. If there shall be a breach in the warranty, representation, and agreement contained in this paragraph, then without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this contract.

As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

STEEL AND CEMENT (Supplementing Subsection 6.01 Source of Supply and Quality)

All steel and cement must be produced in the United States. The determination of foreign or domestic character will be based on the place of manufacture and the origin of more than 50% of its components. Foreign cement and steel can be used if the cost of those materials does not exceed 0.1% of the total contract cost or \$2,500, whichever is greater.

DISPOSAL AREA

All excavated rock and surplus earth materials, shall be properly disposed of off-site. The Contractor shall ensure that disposal is in accordance with all applicable local, state, and federal regulations.

TEMPORARY SANITARY FACILITIES

The Contractor shall provide an adequate number of toilet facilities with chemical type toilets, hand washing facilities, and temporary lighting rented from and serviced by an approved company as necessary for all persons engaged on the work.

Toilets shall be erected on-site, and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and State health requirements, and shall be removed upon substantial completion of the work.

EASEMENTS

The work will be performed within and outside of the Town right-of-way. Temporary easements and/or Right of Entry may be required on private properties. The Contractor shall take special care when working on or near private property and communicate with property owners and occupants during the work.

PHOTOGRAPHS

The Contractor shall furnish the Engineer suitable 8" x 10" color photographs of the project in digital format and a VHS or digital video recording along the entire route.

The following photographs shall be provided: a sufficient number of exposures in the project area and the surrounding areas to document all of the existing conditions. Photographs shall be taken prior to start of any work.

Each photograph shall have permanently written on its face a legible description or title indicating date, location, direction from which taken, project title, and item of work photographed. A sketch showing the location and direction of each photograph shall be submitted along with the photographs.

The cost of furnishing photographs shall be included in the prices bid for the various pay items provided for in this contract.

RECORD DRAWINGS

Upon completion of all work under this contract, the Contractor is required to submit to the Engineer a neatly marked up set of Plans showing record information. The cost of furnishing Record Data shall be included in the prices bid for the various pay items provided for in this contract.

DIG SAFE NOTIFICATION

The Contractor shall fully comply with "Dig Safe" programs and shall coordinate with other utility companies and local public works department for location of any and all facilities, and shall notify proper authorities before proceeding with any excavation. The Contractor shall submit to the Owner's representative his/her Dig-Safe verification number prior to beginning excavation. Dig Safe 1 (888) 344-7233.

PRICE ADJUSTMENT REQUIREMENTS FOR CITIES AND TOWNS

(M.G.L. Chapter 30, Section 38A)

All municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel for all construction contracts for road, bridge, water and sewer projects advertised for bid and awarded under Chapter 30 Section 39M after January 1, 2014.

The exact language of M.G.L Chapter 30, Section 38A states:

“Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and Portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent.”

DOCUMENT 00812
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS
REVISED: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

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

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

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

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation and Borrow Work	0.29 Gallons / CY	0.15 Gallons / CY
Surfacing Work: All items containing Hot Mix Asphalt	2.90 Gallons / TON	Does Not Apply

END OF SECTION 00812

DOCUMENT 00813
SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR STRUCTURAL STEEL AND REINFORCING STEEL
ENGLISH UNITS
MAY 11, 2011

This provision applies to projects containing a price adjustment for structural steel and reinforcing steel as stipulated in the Notice to Contractors section of the Bid Documents. It applies to all structural steel as defined below and all reinforcing steel on the project. Compliance with this provision is mandatory, i.e., there are no “opt-in” or “opt-out” clauses. Price adjustments will be handled as described below and shall only apply to unfabricated structural steel material, consisting of rolled shapes, plate steel, sheet piling, pipe piles, steel castings and steel forgings, and unfabricated reinforcing steel bars.

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

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

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

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

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

Base Prices and Period Prices are defined as follows:

Base Prices of unfabricated structural steel and unfabricated reinforcing steel on a project are fixed prices determined by the Department and found in the Notice to Contractors section of the Bid Documents.

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

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

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

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

Period Prices are determined as follows:

Period Price = Base Price X Index Factor

Index Factor = Period Price Index / Base Price Index

Example of a Period Price Calculation:

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

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

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

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

Period Price = Base Price X Index Factor = $\$0.82/\text{Pound} \times 0.950 = \$0.78/\text{Pound}$

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

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

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

END OF EXAMPLE.

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

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

Structural Steel

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

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

Reinforcing Steel

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

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

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

END OF SECTION 00813

DOCUMENT 00814
SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES
JANUARY 12, 2009

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

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

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

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

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

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

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

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

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

END OF SECTION 00814

SECTION 02000 – SITEWORK PROCEDURES AND SPECIAL CONDITIONS**PART 1 - GENERAL****1.1 DESCRIPTION****1. Section Includes:**

- (1) Project Directory
- (2) Subsurface Investigation
- (3) Site-Work Coordination
- (4) Work Limits
- (5) Work Sequence and Hours; Scheduling
- (6) Contractor's Use of Premises
- (7) Protection of Property
- (8) Protection of Existing Utilities
- (9) Contractor's Field Surveying and Engineering
- (10) Reference Standards
- (11) Construction Site Safety
- (12) Architectural Access Board Tolerances
- (13) Noise Control
- (14) Dust Control
- (15) Debris Control and Removal of Rubbish
- (16) Emerald Ash Borer Advisory
- (17) Pollution Control
- (18) Construction Safety Fence
- (19) Project Identification Sign
- (20) Traffic Controls
- (21) Temporary Water and Electricity
- (22) Temporary Sanitary Facilities
- (23) Contractor's Field Office and Material Storage Area
- (24) Permits
- (25) Special Conditions

PART 2 – EXECUTION**2.1 PROJECT DIRECTORY****1. Owner:**

Town of Clarksburg
Department of Public Works
111 River Road, Clarksburg, MA 01247
Tel: (413) 663-3451 x 3
Kyle Hurlbut, Superintendent of Public Works

2. Site/Civil Engineers and Surveyors:

Foresight Land Services, Inc.
1496 West Housatonic Street, Pittsfield, MA 01201
Tel: (413) 499-1560
Marc A. LeVasseur

3. Dig Safe: 1-888-344-7233
4. Clarksburg Conservation Commission:
111 River Road, Clarksburg, MA 01247
Tel: (413) 663-7940
Clebe Scott, Chair
5. National Grid:
548 Haydenville Road, Northampton, MA 01060
Tel: 1-800-322-3223
6. Berkshire Gas Co.:
115 Cheshire Road, Pittsfield, MA 01201
Tel: (413) 442-1511
7. Verizon:
Tel: 1-800-VERIZON (1-800-837-4966)
8. Spectrum:
400 Washington Blvd, Stamford, CT 06902
Tel: 1-833-267-6094

2.2 SUBSURFACE INVESTIGATION

1. Subsurface investigations for the purpose of sitework construction are the responsibility of the Contractor. Limited soils and boring information has been obtained and is included within the contract documents. The Geotechnical Report is attached.

2.3 PROJECT COORDINATION

1. The Contractor shall be responsible for the proper fitting of all work and the coordination of the operations of all trades, subcontractors, material, and equipment engaged upon the work. The Contractor shall do, or cause subcontractors to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.
2. The Contractor shall give personal supervision to the work, or have a competent superintendent on the site at all times during the progress of the work, with the authority to act for him/her. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the work.
3. The General Contractor shall become fully familiar with all work required under the Contract and shall be in charge of the entire work; and shall be responsible for the prompt coordination of all trades, including his/her own forces and his/her various subcontractors, as well as the Owner's separate contractors, if they are on the job during the Contractor's operations.
4. Care shall be given to the proper scheduling, delivery, and installation of items to be built into rough construction which will affect the later portions of the work, such as anchors, pipe sleeves, inserts, conduit pipes, lugs, clips,

brackets, braces, hangers, bolts, miscellaneous metal, and similar items. These items are not necessarily specified under the trade Section under which they are to be installed. The Contractor shall ascertain that all are properly installed in their correct locations at the proper time to prevent cutting and patching of finished work.

5. Changes in design locations that may be necessary in the routing of pipes and ducts, or in the location of any mechanical, electrical, or other equipment, shall be anticipated and made prior to installation. Additional compensation will not be allowed for costs incurred as a result of the Contractor's failure to anticipate the necessity for such changes.
6. The Contractor's responsibility for the coordination of all work under the Contract shall be complete, and shall extend to all modifications in the work, whether or not such modifications entail a change in the Contract Price. Where the Contract documents allow an optional material or method of performing a portion of the work, or where the Contractor is ultimately allowed or directed to perform a part of the work using a substitute material or method, the Contractor shall provide all other coordination and additional work that such change necessitates, without any additional costs to the Owner.

2.4 WORK LIMITS

1. The Contract Site shall be as shown on the Plans, and shall include the entire area bounded by the "Contract Limit" or "Limit of Work" lines as well as all areas outside of the Limit of Work lines when required for performance of work under this Contract.
2. The Contractor shall take special note to protect any areas designated on the plans as "TO REMAIN", "AVOID & PROTECT", or similar phrases.

2.5 WORK SEQUENCE AND HOURS; SCHEDULING

Sequence of work is at the option of the Contractor unless otherwise required in other sections and as noted:

- (1) Disruption to existing utility services to buildings in the vicinity is to be minimized. Advance notification of scheduled outages to affected parties shall be given as far in advance as possible, but no less than 24 hours.
- (2) Coordination with applicable utility companies (electric, telephone, cable TV, fire alarm, gas company, water department, sewer department, public works department, etc.) for relocation, replacement, or renewal of facilities is the responsibility of the Contractor.
- (3) Other contractors may be working in the vicinity of this project. The Contractor shall coordinate his/her work with those contractors and shall work harmoniously with them.
- (4) Construction work shall be Monday through Friday between the hours of 7:00 a.m. to 4:00 p.m. (unless otherwise noted or authorized in advance). No construction work shall be allowed on weekends or legal holidays, or on any days of special community events.

2. Work Schedule

- (1) The Contractor shall order all materials sufficiently in advance of construction, after the Engineer's written acceptance of the submittals, and shall obtain a fixed date of delivery to the project site for all materials ordered which shall not impede or otherwise interfere with construction progress.

2.6 CONTRACTOR'S USE OF THE PREMISES

1. The Contractor shall limit his/her use of the premises during the construction term, and shall organize and carry out the construction work to comply with the following where applicable:
 - (1) The Contractor shall allow access by pedestrians and deliveries to front doors of all nearby buildings during work hours.
 - (2) Where work is carried out in a public way or sidewalk, the Contractor shall provide temporary access over excavations or freshly poured concrete as soon as possible. In all cases, temporary access shall be provided before the end of the workday.
 - (3) The Contractor is fully and solely responsible for the safety and adequacy of all temporary accesses including but not limited to width, slope, load bearing capacity, slip resistance, handrails, safety fencing, barriers, etc., in accordance with all applicable laws, codes, and regulations including but not limited to OSHA and State Building Codes.
2. The roadway can be completely closed to traffic. An approved traffic management detour plan developed by the Contractor shall be in place prior to any operations utilizing roadway closure.
3. The Contractor shall not unreasonably encumber the site with materials or equipment. The Contractor shall limit use of site to work in process and storage of materials to be used in the immediate area within a short period of time.
4. The Contractor shall not permit materials and fabricated work to be stacked on, or be transported over, any structure in such a manner as to stress any construction beyond the safe bearing capacity.
5. The Contractor has full responsibility for protection and safekeeping of materials, equipment, and products stored on premises.
6. The Contractor shall be responsible for adequate site drainage during the entire construction period and shall use such appropriate temporary means that do not adversely affect construction progress or abutting property.
7. The Contractor shall take all necessary safety precautions and maintain adequate routes for access by emergency vehicles to all nearby or on-site buildings at all times.

2.7 PROTECTION OF PROPERTY

1. The Contractor shall take all steps necessary to protect existing adjacent buildings, utilities, and other property, above or below ground. Damage to property caused by the Contractor's operations under this Contract shall be repaired at the Contractor's sole expense.

2. Any damage to any street, paving, curb and/or sidewalk, or any existing utilities as the result of work under this Contract, whether within or outside the limits of the work, shall be repaired and/or replaced with new matching construction by the Contractor at his/her sole expense and in a manner satisfactory to the Engineer and authorities having jurisdiction.
3. Where existing curbs or walks are to remain, or after new curbs or walks are constructed and trucking is required over them, they shall be suitably protected in an approved manner.
4. Trenching and other work shall be expedited to the fullest extent and carried out with minimum inconvenience to normal operations of Owner and public traffic. Walks and paved or landscaped areas over which temporary construction roads cross shall, upon completion of the work, be restored to original or better conditions. Temporary roadways or haul roads shall be plated over trenched areas.
5. Continuous, lawful, safe, adequate, and convenient access shall be provided to the work site. Access to site shall generally be via existing roadways and paved surfaces that the Contractor shall maintain and restore to original or better conditions. The Contractor shall construct and maintain in good usable condition temporary roads and appurtenances as required, and when no longer required, remove temporary construction and restore such areas to original or better conditions.
6. The Contractor shall construct Temporary Stabilized Construction Entrance at the locations shown on the Plans, at the staging area, and wherever else necessary to minimize dirt, mud, debris and other materials from being tracked onto adjacent pavement. The Contractor is responsible for installing the crushed stone tracking pad at the beginning of the work, and for maintaining the pad throughout construction.
7. The Contractor shall maintain adjacent pavement, walks, and landscaped areas clean and free from dirt, mud, and debris. Pavement shall be swept at least once a day, or more often as necessary.

2.8 PROTECTION OF EXISTING UTILITIES

1. Prior to excavation, the Contractor shall locate and identify all public and private underground and overhead utilities. Utilities may include but are not limited to:
 - (1) Water mains and service lines
 - (2) Sewer mains and service lines
 - (3) Storm drainage
 - (4) Gas mains and service lines
 - (5) Primary and secondary electric mains, services, and lighting conduits
 - (6) Telephone
 - (7) Cable television
 - (8) Fiber optic
 - (9) Heating, ventilation, and air conditioning (HVAC)
2. The Contractor shall fully comply with "Dig Safe" programs and shall coordinate with other utility companies and local public works department for location of any and all facilities, and shall notify proper authorities before

- proceeding with any excavation. The Contractor shall submit to the Owner his/her Dig Safe verification number prior to beginning excavation.
3. The Contractor shall immediately repair any active existing utility lines (cables, conduits, ducts, piping, etc.) damaged during the course of construction, except where such lines are to be abandoned. The Contractor shall protect and maintain such active existing utilities in use until relocation of same has been completed or utilities have been properly discontinued or prepared for new service connections, as applicable. The Contractor shall perform such repair and protection work at no additional cost to the Owner.
 4. If any existing active utility or other underground facility is not indicated on the Plans or marked out by the respective utility companies and is accidentally damaged, and such facility is to remain, the Contractor shall immediately report the incident to the Engineer and repair the damage and restore the utility to its original integrity.
 - (1) Any payment for repairs to utilities or other underground facilities as outlined herein shall be made only upon satisfactory documentation that the Contractor performed his/her work in a prudent and careful manner at the time such damage occurred.
 - (2) Reimbursement of cost for performing such repair will be made by an adjustment in the Contract Price per the unit prices specified in contract, or as determined by the Engineer. If extra expense is incurred in protecting and maintaining any utility line or other underground facility not shown on the Plans or located by the utility markings, an adjustment in the Contract Price may be made but only if advance notification is given by the Contractor and approved in advance by the Engineer.
 5. If it becomes necessary to interrupt power, water, or service of other utilities to any building, the Contractor shall notify the Owner and all affected parties as far in advance as possible. The Contractor shall attempt to schedule such interruptions before or after business hours or at such other times to minimize disruption and inconvenience to property owners and/or residents, as applicable.

2.9 CONTRACTOR'S FIELD SURVEYING AND ENGINEERING

1. The Engineer will provide basic Survey Control as follows:
 - (1) Control datum for survey is that shown on the Plans and consists of temporary benchmarks. The Contractor shall locate and protect all control and reference points, and shall perform all other layout and control.
2. Any of the Engineer's control points disturbed by the Contractor's operations will be reestablished by the Engineer at the Contractor's expense.
3. The Contractor's land surveyor shall also identify, and locate by survey, all existing boundary markers (bounds, iron pipes, drill holes, etc.) on or near the work area, whether shown on the Plans or encountered during the work. All boundary markers shall be protected during the construction work. Any marker which will be disturbed or destroyed by construction work shall be replaced at the end of the work by the Contractor's PLS who shall issue a certificate stating that all boundary markers have been either protected in place or replaced with new markers at their original surveyed locations.

4. Prior to commencement of any excavation or filling work on the site, the Contractor's PLS shall make sufficient check measurements to verify the locations and grades of all proposed structures and other fixed items with regard to property lines and other existing conditions. The Contractor shall be fully responsible for promptly reporting in writing to the Engineer any discrepancies between the dimensions, elevations, slopes, grades, and/or locations indicated on the Contract Drawings and those as they actually exist on the site. The Contractor will be held responsible for any error resulting from his/her failure to exercise such precautions and checks.
5. Field Engineer Qualifications: The Contractor shall engage an experienced field engineer (not necessarily a PLS) with formal training and at least 5 years of experience in construction stakeout including but not limited to line and grade of piping, earthwork, pavements, sediment and erosion controls, utilities, grading completion, and Project Record Documents. The Field Engineer may lay out supplemental controls, grades, slopes, and utilities from the control datum established by the Engineer. The Field Engineer may also take Record Data, tie measurements, and elevations.
6. Quantities and calculations for rock excavation shall be measured by the cross section method by the Engineer. The Contractor is responsible for notifying the Engineer when rock excavation is required.

2.10 REFERENCE STANDARDS

1. The "Standard Specifications" referred to in these documents are: Massachusetts Dept. of Transportation "Standard Specifications for Highways and Bridges", 2026 Edition; which are incorporated herein by reference. A copy of the Standard Specifications shall be maintained on the job site at all times.
2. For products specified by association or trade standards, the Contractor shall comply with requirements of the standard, except where more rigid requirements are specified or are required by applicable codes.
3. The date of the reference standard is that in effect as of the bid date, except when a specific date is specified.
4. The Contractor shall obtain copies of standards when required by Contract Documents and maintain copies at the job site during progress of the specific work.

2.11 CONSTRUCTION SITE SAFETY

1. The Contractor is fully and solely responsible for all safety measures and shall comply with all Federal, State, and municipal regulations and requirements for safety and accident prevention including but not limited to OSHA Construction Standards (29 CFR Part 1926), those of the Associated General Contractors of America, the American National Standards Institute (ANSI Standard A10.2), and the Massachusetts State Building Code (780 CMR).
2. Special attention is directed to OSHA regulations dealing with Trench Excavation.
3. Neither the Owner nor the Engineer shall be responsible for providing a safe working place for the Contractor, subcontractors, or their employees, or any

individual responsible to them for the work.

2.12 ARCHITECTURAL ACCESS BOARD TOLERANCES

1. The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards. All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions. Contractors shall establish grade elevations at all wheel chair ramp locations and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans). All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

2.13 NOISE CONTROL

1. The Contractor shall develop and enforce a noise-abatement program. The Contractor shall maintain strict discipline over all personnel to keep noise to a minimum. The Contractor shall submit the program to the Owner and the Engineer for review; revisions shall be made as necessary to meet the intent.
2. The Contractor shall execute construction work by methods and by use of equipment which will reduce excess noise and which will provide minimum interference with normal activities in the area including but not limited to:
 - (1) Employ construction methods and equipment that will produce the minimum amount of noise.
 - (2) Equip air compressors with silencers and power equipment with mufflers.
 - (3) Handle vehicular traffic and scheduling to minimize noise during early morning hours.
3. The Contractor shall not allow radios and electronic entertainment equipment on site to be operated at excessive levels.

2.14 DUST CONTROL

1. The Contractor shall maintain the construction site including but not limited to work areas, field office, material stockpiles, access, detour, and haul roads, staging and parking areas free of dust which would cause a hazard or a nuisance to those at the site or adjacent sites.
2. The Contractor shall provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust from dispersing into the atmosphere.
3. These measures do not supersede any specific requirements for methods of construction or applicable General Conditions set forth elsewhere in the Contract with regard to performance obligations of the Contractor.

2.15 DEBRIS CONTROL AND REMOVAL OF RUBBISH

1. The Contractor shall implement a specific program to prevent the accumulation of debris at the construction site, storage and parking areas, or along access roads and haul routes including as a minimum:
 - (1) Provide containers for deposit of debris and schedule periodic collection and disposal of debris.
 - (2) Prohibit overloading of trucks to prevent spillage on access and haul routes.
2. The Contractor shall carry out cleanup operations concurrently with construction operations. Cleanup shall not be deferred until the end of the job.
3. Daily clean up of the work site is required, including sweeping of adjacent road and sidewalks.
4. Immediately after unpacking, all packing materials, case lumber, excelsior, wrapping or other rubbish, flammable and otherwise, shall be collected and removed from the site and placed in a receptacle provided by the Contractor for that purpose.
5. The Contractor shall ensure that each subcontractor engaged upon the work bears full responsibility for cleaning up during and immediately upon completion of his/her work, and removes all rubbish, waste, tools, equipment, and excess materials caused by or used in the execution of his/her work. This shall in no way be construed to relieve the Contractor of his/her primary responsibility for maintaining the building and site clean and free of debris, leaving all work in a clean and proper condition satisfactory to the Engineer and the Owner.
6. Solid waste, including any demolition debris, shall be properly disposed of off-site at a state-approved solid waste disposal facility. Stumps and other wood waste shall either be ground or otherwise processed so they are not classified as solid waste, or shall be disposed of off-site as noted.

2.16 EMERALD ASH BORER ADVISORY

1. To the extent possible, all trees and brush shall be disposed on site, typically chipped and spread in place. Disposal shall be in Town of project, or at minimum, within County, of construction operations.

2.17 POLLUTION CONTROL

1. The Contractor shall provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations.
2. In the event of a discharge of oil or other hazardous materials, the Contractor shall immediately notify the applicable authorities, the Owner, and the Engineer. The Contractor shall provide equipment and personnel, trained and certified to carry out emergency measures necessary to contain any discharge or contamination. Removal, disposal, and remediation of any discharge shall be the Contractor's sole responsibility.
3. The Contractor shall take special measures to prevent harmful substances from entering public waters. The Contractor shall prevent disposal of wastes, effluent, chemicals, or other such substances adjacent to streams or into

sanitary or storm sewers.

4. The Contractor shall provide systems for control of atmospheric pollutants. The Contractor shall prevent toxic concentrations of chemicals and harmful dispersal of pollutants into the atmosphere.

2.18 CONSTRUCTION SAFETY FENCE

1. A construction fence shall be provided where the Contractor deems necessary for construction site safety, and where required by governmental agency regulations.
2. Construction fence shall be as required by OSHA, erected and maintained throughout construction in a substantial manner, straight, plumb and true.
3. Fencing shall be removed at such time before final completion as the Engineer directs. The Contractor shall restore the site to acceptable conditions after removing fence.
4. Other construction barricades, gates, fences, warning signs, and other safety measures shall be implemented by the Contractor as required and appropriate for the conditions.

2.19 PROJECT IDENTIFICATION SIGN – DEP Sign as required for work under the Wetlands Protection Act.

2.20 TRAFFIC CONTROLS

1. Any construction work in the public way shall require traffic controls for safety, which may include but are not limited to traffic police, advance warning signs, barricades, trench plates, flashing lights, barrels, cones, etc.

2.21 TEMPORARY WATER, ELECTRICITY, AND TELEPHONE

1. The Contractor is responsible for arranging, installing, paying all service and usage charge, and removing all temporary utilities, connections, and services for water supply (potable, washing, or non-potable), electricity, and telephone.

2.22 TEMPORARY SANITARY FACILITIES

1. The Contractor shall provide an adequate number of toilet facilities with chemical-type toilets, hand washing facilities, and temporary lighting rented from and serviced by an approved company, as necessary for all persons engaged on the work.
2. Toilets shall be erected at the Contractor's staging area, and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and State health requirements, and shall be removed upon substantial completion of the work.

2.23 CONTRACTOR'S FIELD OFFICE AND MATERIAL STORAGE AREA

1. The Contractor is responsible for making arrangements for use of areas for temporary field office trailer, staging, storage, and other temporary facilities.
2. The Contractor is solely responsible for all costs of furnishing temporary facilities and all electric, telephone, and other associated costs; for security of

storage areas; and, for restoring areas to original or better conditions upon completion of construction.

3. The Contractor shall install staked straw bales or fabric silt fence around stockpile areas to prevent silt and sediments from leaving the area. This is a performance requirement, and the Contractor shall implement whatever additional measures may be necessary to prevent siltation or pollution.

2.24 PERMITS

1. Entry on a Public Way, or Connection to Municipal utility.
 - (1) The Contractor shall make application for and obtain all required entry permits for work within public ways. This includes MassDOT permits and Town permits.
 - (2) The Contractor shall furnish a bond or surety to the municipal Public Works Department and shall provide all engineering data required by the municipality and/or public utility relative to methods of construction, schedules, details of connections to existing utilities, traffic controls, barriers and warning lights, protection of adjacent structures, pavements, utilities, and trees. Fees for bonds and permits are to be included in the contract sum.
2. Wetlands Protection Act:
 - (1) The Contractor shall provide trained and experienced supervisory personnel to ensure compliance with all permit requirements imposed by the municipal Conservation Commission and Army Corps of Engineers. Copies of permits will be provided to the Contractor. This shall include the DEP sign, notifications, and reporting to the Conservation Commission.

2.25 SPECIAL CONDITIONS

1. In addition to the General Conditions and the requirements contained in the various sections of these specifications, the Contractor shall comply with the following Special Conditions:
 - (1) At the Contractor's staging area, do not work within 100 feet from any wetland area unless granted permission by the municipal Conservation Commission.
2. Any artifacts or items of historic interest shall remain the property of the Owner or the municipality. Such items include but are not limited to marble steps, hitching posts, old bottles, coins, glass, utensils, etc. The Contractor shall take measures to avoid damage to artifacts and shall notify the municipal Historic Commission if artifacts are uncovered or identified. Whenever possible, artifacts shall be left in place until they can be inspected and documented by the Historic Commission. The Contractor is directed to work cooperatively with the Historic Commission if asked to remove such artifacts.
3. Excess earth and rock materials shall be properly disposed of off-site areas in accordance with all applicable codes and regulations. There shall be no on-site disposal of materials. The cost to haul and dispose of materials shall be included as incidental work.
4. See Specific Conditions for more information.

END OF SECTION 02000

SECTION 02050 – CONTROL OF EROSION & SEDIMENTATION**PART 1 – GENERAL****1.1 DESCRIPTION**

1. Section Includes: construction and maintenance throughout the construction phase of all measures needed to:
 - (1) Minimize erosion and sedimentation.
 - (2) Retain sediments on the site.
 - (3) Prevent direct or indirect alteration of wetlands.
2. Related Sections:
 - (1) Earthwork 02200
 - (2) Site Clearing & Grubbing 02110
 - (3) Loam, Seed, Straw Mulch, & Cleanup 02900
3. Related Work Performed by Others:
 - (1) Not Applicable

1.2 SUBMITTALS

1. Comply with pertinent provisions of the Standard Specifications, the Plans and details, and as stated herein.
2. Product Data: Submit manufacturer's technical product data and installation instructions for materials and products of this Section:
 - (1) Silt Fence
3. Shop Drawings:
 - (1) Not Applicable
4. Record Data: In accordance with the provisions of Division 1, prior to project closeout, submit Record Data of work installed under this Section:
 - (1) Not Applicable
5. Stormwater Pollution Prevention Plan and NPDES Notice of Intent for Construction Sites:
 - (1) Not Applicable

1.3 QUALITY ASSURANCE

1. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 CODES AND STANDARDS

1. Wetlands Protection Act Permit: Comply with permits and approvals issued by the municipal Conservation Commission.
2. NPDES Stormwater Notice of Intent and General Permit: The Contractor shall submit Notice to the US EPA at least 48 hours before work begins. The Contractor shall also send a copy of the application to the Owner and the Engineer. The Contractor is responsible for conducting operations and keeping site in compliance with Permit Conditions. – **Not Applicable**

PART 2 – PRODUCTS

- 2.1 The materials furnished under this Section shall conform to the following specifications:
1. Wherever in this Section the term “Standard Specifications” is used, it shall be read to mean the relevant provisions of the Massachusetts Highway Department Standard Specifications for Highways and Bridges, 2026 Edition as amended through the Supplemental Specifications to date.
 2. Type 1 Sediment Control Barrier shall consist of staked straw bales as shown on the Plans.
 3. Type 2 Silt Fence shall be equivalent to American Engineering Fabrics, Inc. Pre-Assembled Silt Fence Type II or equivalent as shown on the Plans.
 4. Type 3 Sediment Control Barrier is a combination of Types 1 and 2 SCB as shown on the Plans.
 5. Straw mulch shall consist of mowed and properly cured grass, clover, or other acceptable plants.
 6. Wood chip mulch shall be from on-site stockpiles.
 7. Seed mixture for erosion control shall contain a high percentage of annual rye grass and shall conform to the Massachusetts Highway Department Specification M6.03.1.

PART 3 – EXECUTION

- 3.1 Refer to the Standard Specifications where applicable.
- 3.2 At a minimum, all work shall be carried out in strict conformance to all conditions and procedures contained within the NPDES Stormwater General Permit which are incorporated by reference. Wherever there are conflicts between methods or specifications contained herein and those in the permits, the permit conditions shall rule.
- 3.3 Stormwater Pollution Prevention Plan (SWPPP) on sites with over 1 acres of disturbance: Not Applicable
- 3.4 The locations of Sediment Control Barriers and Temporary Sediment Traps shall be marked out in advance of Construction by the Contractor’s Field Engineer, who shall then request approval of limits by the Engineer.
- 3.5 Prior to beginning any site work, the Contractor shall install all Sediment Control Barriers in accordance with the Plans and details and shall obtain approval of the Engineer and, where applicable, of the municipal Conservation Commission.
- 3.6 Temporary stabilization of disturbed areas shall be established in which further construction will not occur within 21 days. This will include earth stockpiles that will not be reused within the period. Temporary stabilization shall consist of rough grading, application of erosion control seed, and mulching with straw mulch.

- 3.7 Where disturbed areas will not be worked on for more than two months, temporary vegetation shall be established. Erosion control seed shall be applied in two directions at right angles to each other at the total rate of 3 lbs. per 100 square yards. Application of 12 inches of wood chip mulch may be substituted for temporary vegetation. Re-application of seed as needed shall be considered incidental.
- 3.8 Water courses, including intermittent drainage swales, shall be protected from siltation by silt fences, check dams, etc. as shown on the Plans and as directed.
- 3.9 Sediment traps shall at a minimum be installed at locations shown on the Plans and additional or relocated sediment traps shall be installed as work progresses wherever required to control runoff and remove at least 80% of Total Suspended Solids from the runoff.
- 3.10 The Contractor shall provide a stockpile of a minimum of 100 spare straw bales on-site at all times for use as they are needed.
- 3.11 The Contractor shall install and maintain a stabilized construction entrance ("tracking pad") between the edge of pavement of the existing access driveway and the gravel access road for site access. The Contractor shall promptly remove any tracked, spilled, or flowing sediment from public ways and on-site roadways. The Contractor shall clean up mud tracked onto pavement areas of public streets as required to prevent nuisance conditions. This shall be done at least once a day.
- 3.12 The Contractor shall perform an inspection of all sediment and erosion controls at least once every seven days and within 24 hours after each rainfall of more than one-half (0.5) inch. The Contractor shall perform any needed maintenance and repairs, and add measures as needed to control erosion and sediments. Sediments shall be removed from sediment traps and behind silt fences before they reach 50% of capacity. Sediments shall be disposed of in upland areas and stabilized to prevent further erosion or sedimentation. The Contractor shall maintain written records of all inspections, maintenance, and repairs, and shall submit copies of the written reports to the Engineer at the end of each month of work.
- 3.13 The Contractor shall conduct operations to ensure minimum interference with roads, streets, and other adjacent occupied or used properties. The Contractor shall not allow equipment to enter designated wetland areas beyond the limits shown on the Plans.
- 3.14 The Contractor is responsible for control of dust from construction operations by whatever means and methods are necessary and suitable including but not limited to calcium chloride or water. Oil or any material that may be potentially hazardous shall not be used. The work under this item shall conform to the relevant provision of Section 440 of the Standard Specifications and the following:

1. The Contractor shall sufficiently sweep the roadway surface to expose any hidden structures required to be adjusted.
2. The Town will not be liable for any damage to equipment resulting from unknown structures, buried structures, or structures not marked or sufficiently adjusted.
3. The Town will not be liable for any damage caused by improper control of dust.
4. The Contractor shall maintain traffic flow on all streets. The Contractor shall coordinate traffic control requirements with the Town Police Department as incidental work.
5. The Contractor shall keep street dust to a minimum by the use of calcium chloride and or water as practically necessary as directed by the Engineer.

3.15 TESTING AND INSPECTION

1. Immediately before completing of the work, when the Contractor feels that final stabilization of the site and establishment of permanent vegetation has been achieved, the Contractor shall clean all accumulated sediments from sediment traps, including sediments in the detention basins and catch basins, and prepare the site for inspection by the Engineer and the Conservation Commission.
2. The Contractor shall maintain all sediment and erosion control barriers until the Engineer and the Conservation Commission have approved the stabilization and authorize the removal.
3. The Contractor shall then carefully remove all non-permanent sediment and erosion controls and repair any disturbance to the site.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Lump Sum Price: Items shall be paid for as part of the contract stipulated price with no separate measurement or payment.

Item 21, Erosion, Sedimentation, & Dust Control, shall be measured and paid for at the contract price per **lump sum**, including stabilized construction access or accesses. Dust control shall include all labor, tools, equipment, materials, and all incidental work thereto to ensure dust control throughout construction by all necessary means. Erosion and sedimentation controls shall be installed as shown on the Plans and details and/or as directed by the Conservation Commission, and as necessary to control erosion and sedimentation at the site.

In order to equitably apportion payment between initial installation, maintenance during construction, and final stabilization and removal, Contractor shall itemize the portion of the stipulated price to be attributed to this item.

1. This item shall be paid for according to the following schedule:
 - (1) 25% Initial installation of measures;
 - (2) 50% Maintenance of measures throughout construction phase, to be paid for pro-rata as site work proceeds; and,

- (3) 25% Final completion of project stabilization and removal of measures after stabilization is completed to the satisfaction of the Engineer and the Conservation Commission.

END OF SECTION 02050

SECTION 02110 - SITE CLEARING & GRUBBING**PART 1 – GENERAL****1.1 DESCRIPTION****1. Section Includes:**

- (1) Clear all trees and brush within work limits except those areas indicated as trees to remain.
- (2) Protect all trees in areas outside the work limits.
- (3) Protect all trees within work limits indicated to remain.
- (4) Remove all large tree trunks and limbs from site.
- (5) Remove all brush and small tree branches from site.
- (6) Grub all tree stumps and large roots within the work limits.
- (7) Dispose of stumps and roots off-site.
- (8) Perform special protective root cutting where directed.

2. Related Sections:

- | | |
|---------------------------------------|-------|
| (1) Erosion & Sedimentation Controls | 02050 |
| (2) Earthwork | 02200 |
| (3) Loam, Seed, Straw Mulch & Cleanup | 02900 |

3. Related Work Performed by Others:

- (1) Not applicable

1.2 SUBMITTALS

1. Comply with pertinent provisions of the Standard Specifications, the Plans and details, and as stated herein.
2. Product Data: Submit manufacturer's technical product data and installation instructions for materials and products of this Section:
 - (1) Not Applicable
3. Shop Drawings:
 - (1) Not Applicable
4. Record Data: In accordance with the provisions of Division 1, prior to project closeout, submit Record Data of work installed under this Section:
 - (1) Not Applicable

1.3 QUALITY ASSURANCE

1. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 CODES AND STANDARDS

1. Wetlands Protection Act: Comply with permits and approvals issued by municipal Conservation Commission.

2. NPDES Stormwater Notice of Intent and General Permit: The Contractor shall submit Notice to the US EPA at least 48 hours before work begins. The Contractor shall also send a copy of the application to the Owner and the Engineer. The Contractor is responsible for conducting operations and keeping site in compliance with Permit Conditions. – **Not Applicable**

PART 2 – PRODUCTS

- 2.1 The materials furnished under this Section shall conform to the following specifications:
 1. Wherever in this Section the term “Standard Specifications” is used, it shall be read to mean the relevant provisions of the Massachusetts Highway Department Standard Specifications for Highways and Bridges, 2026 Edition as amended through Supplemental Specifications to date.

PART 3 – EXECUTION

3.1 GENERAL

1. Refer to the Standard Specifications where applicable.

3.2 PREPARATION

1. Erosion and Sediment Control Measures must be installed before work begins.
2. Construction fencing or silt fence (as applicable) must delineate Work Limits and Areas of Trees to be protected.
3. Highway warning signs and traffic controls must be implemented.
4. Coordinate with utility companies and the municipal public works department.

3.3 CLEARING AND GRUBBING

1. Clear all trees and brush within work limits, except those areas indicated to remain.
2. Protect all trees in areas outside the work limits.
3. Protect all trees in areas inside work limits indicated to remain.
4. Remove all large tree trunks and limbs from site.
5. Chip all brush and wood.
6. Remove woodchips from site and dispose or reuse in accordance with applicable regulations.
7. No burning shall be permitted.
8. Grub all tree stumps and large roots within the work limits.
9. Remove stumps from site and dispose in accordance with applicable regulations.

3.4 SPECIAL PROVISIONS

1. Special Protective Measures: In certain locations, one or more specimen tree(s) may be identified as requiring special protective measures. These trees may be noted on the Plans or flagged in the field. Where directed, the Contractor shall take one or more of the following special protective measures to protect the tree:

- (1) Encircle the tree(s) with safety fence to the drip line of the canopy or the exposed roots, whichever is further, and exclude all vehicles, equipment, and work from the area.
- (2) If trenching for utilities is required within the drip line, pre-cut the roots with a root saw before excavating; hand cut any deeper uncut roots encountered during trenching.
- (3) Special Protective Root Cutting will be considered incidental.

3.4 TESTING AND INSPECTION

1. Not Applicable

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Lump Sum Price: Items shall be paid for as part of the contract stipulated price with no separate measurement or payment.

Item 1, Clearing & Grubbing, shall be measured and paid for at the contract price per **lump sum**. Said price shall include all clearing and grubbing operations necessary to complete the work in accordance with these specifications and the Plans including but not limited to access/temporary roads, setting of bridge structures (crane), temporary utilities, or any other work required. Specific work shall include but not be limited to tree removal, tree limbing and trimming, stump removal, chipping, spreading, stockpiling, removal and hauling from the site, etc to the extent necessary to complete all proposed work.

END OF SECTION 02110

ITEM 2**DEMOLITION OF EXISTING CULVERT
STRUCTURE****LUMP SUM****DESCRIPTION**

Work under this item shall include the demolition of the culvert structure including headwalls and wingwalls, as herein specified, as directed by the Field Engineer, per Section 112 of the Standard Specifications, and as evidently required to properly complete the work.

Culvert demolition shall include the removal and proper disposal of all culvert materials including but not limited to culvert pipes, pavement, guardrails, headwalls, wingwalls, all other materials required for the demolition of the existing culvert not paid for under Item 3, Unclassified Excavation. If required, clearing and grubbing and tree limbing is considered incidental under Item 1, Clearing & Grubbing. All materials removed in this demolition shall become the property of the Contractor and shall be properly disposed offsite.

The Contractor shall submit his proposed method of demolition including equipment, tools, devices, etc. to the Engineer for approval. The demolition procedure and any necessary calculations and drawings shall bear the stamp of a Professional Engineer Registered in the Commonwealth of Massachusetts certifying that all existing structural members are suitably braced and supported throughout the demolition process.

Work shall not commence until the Engineer has given written approval of the method of demolition. The Contractor shall take precautions to prevent debris caused from the demolition of the structure from entering the waterway. No foreign material or debris resulting from the Contractor's operations shall be permitted to enter or remain in the waterway. The Contractor shall be required to remove any debris which is generated by demolition from the site immediately and to restore portions of the site affected by the operation to their original undisturbed condition or better. Removal of debris generated by demolition will be performed at the Contractor's own expense.

METHOD OF CONSTRUCTION

1. Install erosion controls, perform excavation, remove existing culvert components, and perform remaining excavation.
2. Excavate to firm, undisturbed foundation for the installation of the footings. The excavated foundation surface shall be uniform and reasonably level across the width of the excavation.

METHOD OF MEASUREMENT & PAYMENT

Item 2, Culvert Demolition, shall be paid for at the contract **lump sum** price which price shall include the removal of the existing culvert structures and delivery to the Town DPW, removal and disposal of the headwalls and riprap, and all other incidental work.

END OF SECTION

SECTION 02200 – EARTHWORK**PART 1 – GENERAL****1.1 DESCRIPTION**

1. Section Includes: requirements for earthwork related to construction of sitework other than the buildings, including but not limited to:
 - (1) Strip, screen, and stockpile topsoil for reuse on-site as loam borrow.
 - (2) Perform all earthwork for site utilities and landscaping areas as indicated on the Plans.
 - (3) All cuts and fills, embankments, controlled fills, slopes, excavation, compaction, pavement milling, granular aggregate materials, trenching, bedding and backfills site utilities, rough grading, roadway grading, sidewalk grading, fine grading, subgrade, and geotextile roadway stabilization fabric.
 - (4) Rock excavation.
 - (5) Discharge aprons, vegetated swales, reinforced vegetated waterway and embankment repair, sub-drain, and other drainage appurtenances.
2. Related Sections:
 - (1) Erosion & Sedimentation Controls 02050
 - (2) Paving 02511
 - (3) Loam, Seed, Straw Mulch and Cleanup 02900
3. Related Work Performed by Others:
 - (1) Not Applicable

1.2 SUBMITTALS

1. Comply with pertinent provisions of the Standard Specifications, the Plans and details, and as stated herein.
2. Product Data: Submit manufacturer's technical product data and installation instructions for materials and products of this Section:
 - (1) Geotextile Filter Fabric
3. Shop Drawings:
 - (1) Not Applicable
4. Tests and Samples:
 - (1) Ordinary Gravel, Gravel Borrow Type B, Processed Gravel, Crushed Stone
5. Record Data: In accordance with the provisions of Division 1, prior to project closeout, submit Record Data of work installed under this Section:
 - (1) Location of materials used shown on Plans and Profiles

1.3 QUALITY ASSURANCE

1. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 CODES AND STANDARDS

1. Perform earthwork complying with requirements of authorities with jurisdiction.

PART 2 – PRODUCTS

- 2.1 The materials furnished under this Section shall conform to the following specifications.
 1. Wherever in this Section the term “Standard Specifications” is used, it shall be read to mean the relevant provisions of the Massachusetts Highway Department Standard Specifications for Highways and Bridges, 2026 Edition as amended through Supplemental Specifications to date.
- 2.2 Soil Materials: Provide approved borrow soil materials from off-site. Existing site soils that comply, or are made to comply with the specifications, may be reused.
- 2.3 Gravel Borrow: Shall consist of hard, durable sand and gravel, and shall be free from ice, snow, roots, sod, rubbish and other deleterious or organic matter. Gravel Borrow shall conform to Standard Specifications, M1.03.0 Type B 3-inch maximum stone size.
- 2.4 Processed Gravel Borrow: Shall conform to Standard Specifications, M1.03.1.
- 2.5 Unsatisfactory Soil Materials: ASTM D 2487 classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT and topsoil, subsoil and man-made fill containing brick, concrete, trash, debris, clay or other deleterious material.
- 2.6 Backfill and Fill Materials: Granular off-site soils as specified. Note: Processed materials from on-site excavation may be reused provided they are made to comply with the specifications.
- 2.7 Granular Fill Types I and II shall be free from ice, snow, roots, sod, rubbish, and other deleterious or organic matter. It shall conform to the following gradation requirements.

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
*	100
No. 10	30 – 95
No. 40	10 – 70
No. 200	0 – 15

*Note: Granular Fill Type I shall have maximum size equal to two-thirds (2/3) of the loose lift thickness when not being used as pipe bedding or two (2) inches when used as pipe bedding. Granular Fill Type II shall have minimum size of one-half (1/2) inches when used as pipe bedding.

- 2.8 Loam Borrow shall conform to Standard Specifications, M1.05.0. This may include screened topsoil obtained from the site.
- 2.9 Crushed Stone shall consist of durable crushed stone, free from ice, snow, and clay, loam, or other deleterious material. The crushed stone shall be uniformly blended and shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
1 inch	100
¾ inch	90 – 100
½ inch	10 – 50
3/8 inch	0 – 20
No. 4	0 – 5

- 2.10 Riprap shall conform to Standard Specifications, M2.02.0. Riprap shall be well-graded.
- 2.11 Geotextile: For Roadway Stabilization – To be Mirafi 140N Non Woven Filter Fabric or approved equal. For Bank Stabilization – To be North American Green P550 or approved equal.

PART 3 – EXECUTION

3.1 GENERAL

1. Refer to the Standard Specifications where applicable.

3.2 DEFINITIONS OF TERMS used in this Section include the following:

1. Unclassified Excavation includes excavation of pavements and other obstructions visible on ground surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth and all other materials encountered that are not classified as rock or unauthorized excavation.
2. Rock excavation in trenches and pits includes removal and disposal of materials and obstructions encountered which cannot be excavated with a 1.0 cubic yard (heaped) in capacity, 42" wide bucket on track-mounted power excavator equivalent to Caterpillar Model 215, rated at not less than 90 HP flywheel power and 30,000 lb. drawbar pull. Trenches in excess of 10'-0" in width and pits in excess of 30'-0" in either length or width are classified as open excavation.
3. Rock excavation in open excavation includes removal and disposal of material and obstructions encountered that cannot be dislodged and excavated with modern track-mounted heavy-duty excavation equipment without drilling, blasting, or ripping. Rock excavation equipment is defined as Caterpillar Model No. 973 or No. 977K, or equivalent track-mounted loader, rated at not less than 170 HP flywheel power and developing 40,000 lb. break out force (measured in accordance with SAE J732C).

4. Typical of materials classified as rock are boulders two (2) cubic yards or more in volume, solid rock, rock in ledges, and rockhard cementitious aggregate deposits.
5. Intermittent drilling, blasting, or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as unclassified excavation.
6. Do not perform rock excavation work until a pre-blast survey in accordance with Massachusetts State Regulations has been performed and material to be excavated has been cross-sectioned and classified by an Architect/Engineer. Such excavation will be paid for on basis of contract conditions relative to changes in work.
7. Unit Price Rock Measurement: Volume of rock or solid concrete masonry actually removed, measured in original position, but not to exceed the following:
 - (1) 8 inches below finish grades of areas to be vegetated (other than bottoms of storm water detention or water quality basins).
 - (2) 12 inches outside of concrete forms at footings.
 - (3) 6 inches outside of minimum required dimensions of concrete cast against grade.
 - (4) 6 inches beneath bottom of concrete bases or slabs on grade.
 - (5) 6 inches beneath invert elevation of pipe in trenches, and 24 inches wider than pipe diameter.
 - (6) Unit prices for rock excavation include replacement with approved materials.
 - (7) 24 inches beyond and beneath balled roots of tree plantings.
 - (8) 12 inches below subgrade of organic soil for bottoms of water quality basins.
8. Subgrade: The lowermost surface of an excavation below fill or the surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
9. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.
10. Subbase Course: The layer placed between the subgrade and surface pavement or walk.
11. Drainage Fill: Washed granular material as specified.
12. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Architect and Owner's Geotechnical Engineer. Unauthorized excavation, as well as remedial work directed by the Architect and the Owner's Geotechnical Engineer, shall be at the Contractor's expense.
13. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
14. Utilities include underground pipes, conduits, ducts, cables, and underground services including related structures.

- 3.3 Preparation: Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- 3.4 Install and maintain erosion and sedimentation control measures throughout duration of project.
- 3.5 Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. De-water with pumping from sumps as required to maintain all excavations in the dry with water level at least twelve (12) inches below final excavation bottom.
- 3.6 Protect subgrades and foundation soils from softening and damage by rain or water accumulation and from freezing temperatures or frost. Frozen or overly wet materials shall not be used as backfill and shall be replaced with Gravel Borrow.
- 3.7 Explosives: Use of explosives shall be by licensed personnel in accordance with applicable safety code regulations and comply with conditions of permits for this project. There shall be no blasting within 200 feet of any portion of a building foundation.
- 3.8 Excavation includes excavation of earth, pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed, and other material encountered that are not classified as rock. Rock excavation includes removal and disposal of rock materials, solid concrete masonry, and boulders two (2) cubic yards or more in volume, that cannot be removed without systematic drilling or ripping.
- 3.9 Excavate for structures, pavements, and walks to indicated elevations and dimensions. Widen excavations and stabilize side slopes as required to permit placing and removing concrete formwork, installing foundation drains, services and other construction, and for inspections. Trim subgrades to required lines and grades to leave solid base to receive other work. All topsoil, subsoil and unsuitable (such as brick fill, debris) within the building, parking and roadway limits shall be excavated to suitable bearing soils. Excavation shall extend laterally outside the building to limits determined by a 1-horizontal to 1-vertical line projected downward from the edges of the perimeter footings to the top of the bearing soil.
- 3.10 Pavement Milling shall comply with Section 120 of the Standard Specifications.
- 3.11 Excavate utility trenches to indicated slopes, lines, depths, and invert elevations of uniform widths to provide a maximum of 12 inches of working clearance on each side of the pipe or conduit. NOTE: The Contractor shall be responsible for design and implementation of trench support works required by all applicable safety codes.

1. Excavate and shape trench subgrade to provide uniform bearing and continuous support for pipe and conduit. Where encountering rock or other unyielding bearing surface, carry trench excavation below invert elevation to receive bedding course in accordance with bedding details.
- 3.12 Foundations or specified base course for pavements shall be placed as soon as possible following excavation of final subgrade and subgrade approval by the Owner's Geotechnical Engineer. Final excavation to subgrade shall be performed using a smooth-edged bucket.
- 3.13 Where groundwater is more than four (4) feet below exposed subgrade for pavement and building foundations, the subgrade shall be proof-compacted with four (4) passes of a 1,200- to 1,500-pound vibratory drum roller.
- 3.14 Where groundwater is four (4) feet or less below exposed subgrade for building foundations, the subgrade shall be over-excavated twelve (12) inches and $\frac{3}{4}$ -inch crushed stone surrounded with non-woven filter fabric shall be placed to subgrade elevation. Compaction of the subgrade shall not be performed.
- 3.15 Where groundwater is four (4) feet or less below pavement subgrade, proof-compacting with a 1,200- to 1,500-pound vibratory drum roller may be performed based on observations and approval by the Owner's Geotechnical Engineer.
- 3.16 Upon final approval of all subgrades, no traffic shall be allowed on the exposed subgrades.
- 3.17 Approval of Subgrade: When the Owner's Geotechnical Engineer determines that unforeseen unsatisfactory soil is present, continue excavation and replace with Granular Fill, Type I, as directed. Payment will be made according to Contract provisions for changes in the work.
 1. Remove and replace subgrade soils or previously placed fill damaged by freezing temperatures, frost, rain, accumulated water, or construction activities at no additional cost to the Owner. Limits of removal shall be determined by the Owner's Geotechnical Engineer.
- 3.18 Fill unauthorized excavation under foundations or wall footings with compacted Granular Fill, Type I, by extending indicated bottom elevation of concrete foundation or footing to excavation bottom without altering required top elevation. Fill unauthorized excavations under other construction as directed by the Owner's Geotechnical Engineer.
- 3.19 Store excavated and borrow soil materials acceptable for backfill and fill in shaped, graded, drained, and covered stockpiles. Locate stockpiles away from edge of excavations and outside drip line of remaining trees.
- 3.20 Backfill excavations promptly following acceptance of affected work below final grade.

- 3.21 Utility Trench Backfill: Place, compact, and shape Granular Fill, Type I or II, as required on the Plans, to provide continuous support for pipes and conduits over rock and other unyielding bearing surfaces and to fill unauthorized excavations. NOTE: Place and compact initial backfill of Granular Fill, Type I or II, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Place and compact final backfill of Granular Fill, Type I or II, to final subgrade.
1. Coordinate backfilling with utilities testing.
 2. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
- 3.22 Fill Preparation: Bench existing sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- 3.23 Uniformly moisten or aerate backfill layer to within 2 percent of optimum moisture content before compaction.
1. Remove and replace, or scarify and air dry, backfill that is too wet to compact to specified density.
- 3.24 Compaction: Place backfill and fill materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers. Place evenly alongside structures and utilities to required elevations.
- 3.25 Compact soil to not less than the following percentages of maximum dry density according to ASTM D 1557:
1. Embankments – Compact full height and width to 95%.
 2. Under structures, building slabs, steps, and pavements – Compact the top 12 inches below subgrade and each layer of backfill or fill material to 95%.
 3. Under lawn or unpaved areas – Compact the top 6 inches below subgrade and each layer of backfill or fill material to 85%.
 4. Under walkways – Compact the top 6 inches below subgrade and each layer of backfill or fill material to 95%.
 5. Impervious soil embankments – Compact full depth to 95%.
 6. Organic soil for wetland plantings – Compact to 85%.
- 3.26 Grading: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated. Grade lawns, walks, and unpaved subgrades to tolerances of plus or minus 0.10 foot and pavements and areas within building lines to plus or minus ½ inch.
- 3.27 Subbase: Under pavements and walks, place subbase course material on prepared subgrades and compact at optimum moisture content to required grades, lines, cross sections, and thickness.

1. Place shoulders along edges of subbase to prevent lateral movement. Construct shoulders at least 12 inches wide of acceptable soil materials and compact simultaneously with each subbase layer.
- 3.28 Protection: Repair and reestablish grades where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction.
- 3.29 Disposal: Remove waste materials which are unsatisfactory for reuse including unsatisfactory fill materials, trash, and debris, and legally dispose of it off the Owner's property.
- 3.30 Off-site Stockpile: There are no designated off-site stockpiles.
- 3.31 Control sediments to prevent entry into drainage system.
- 3.32 Any areas of old fill that are determined by the Owner's Geotechnical Engineer to be unsuitable shall be removed and replaced with granular fill and re-compacted.
- 3.33 Construct subdrain if required to intercept groundwater springs, as shown on the Plans and as directed by the Field Engineer.
- 3.34 Geotextile for roadway stabilization as shown on the Plans and as directed by the Field Engineer.
- 3.35 Geotextile for bank stabilization as shown on the Plans and per manufacturer recommendations.
- 3.36 Testing and Inspection:
 1. Testing and Inspection Service: The Owner will engage a qualified independent testing agency to perform laboratory testing of proposed on-site and borrow soils to verify that soils comply with specified requirements.
 2. Material tests shall be performed and results submitted to the Owner's Geotechnical Engineer for review and approval a minimum of five (5) working days prior to use.
 3. Laboratory gradation tests shall be performed at the frequency of at least one (1) test per proposed soil type per source and as necessary judged by the Owner's Geotechnical Engineer based on visual variations during construction from the soil originally submitted and approved.
 4. Field Quality Control: The Contractor shall allow the Owner's Engineer access to inspect and test each subgrade and each fill or backfill layer. The Contractor shall not proceed until test results for previously completed work verify compliance with requirements.
 - (1) Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 2922 *nuclear method) or ASTM D 2937 (drive cylinder method), as applicable.

- (2) Paved Areas: At subgrade and at each compacted fill and backfill layer, perform at least one (1) field in-place density test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than three (3) tests.
 - (3) Foundation Wall Backfill: At each compacted backfill layer, perform at least one (1) field in-place density test for each 100 feet or less of wall length, but in no case fewer than two (2) tests.
 - (4) Trench Backfill: In each compacted initial and final backfill layer, perform at least one (1) field in-place density test for each 150 feet or less of trench, but in no case fewer than two (2) tests.
- 3.37 When testing results indicate that subgrades, fills, or backfills are below specified density, the Contractor shall scarify and moisten or aerate, or remove and replace soil to the depth required, re-compact or retest until obtaining the required density.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Lump Sum Price: Items shall be paid for as part of the contract stipulated price with no separate measurement or payment.
- 4.2 Unit Price: Items will be measured in place according to the limits specified herein and paid for as part of the contract stipulated price.

All unit price items shall include labor, tools, equipment, materials, compacting, dewatering, excavations, backfills, shoring, grading, and any other necessary work to complete the item as specified, as shown on the Plans, or as directed by the Field Engineer. The following are additional requirements for each item.

There will be no additions or deductions for compaction and swelling.

For purposes of weight conversion, the unit weight of gravel borrow, compacted in place, will be 128 lbs/cubic foot or 1.728 tons/cubic yard. The Contractor shall provide the Field Engineer with signed and dated weight slips.

For purposes of weight conversion, the unit weight of crushed stone, complete in place, will be 1.34 tons/cubic yard. The Contractor shall provide the Field Engineer with signed and dated weight slips.

Item 3, Unclassified Excavation, shall be measured and paid for at the contract unit price, per **cubic yard**. Said price shall include all earth moving operations, unclassified excavations, pavement excavations, grading to subgrade and finish grades, cuts, fills, embankments, stripping of topsoil and removing excess topsoil from site stockpiles, removal of unsuitable materials below proposed bridge/culvert, and any other earthwork operations not accounted for in other items and required to complete the work. Item additionally includes trucking and disposal of all items as required and as noted herein (as applicable); all gravel and

backfilling operations; removing and stacking, resetting, and/or relocating items; and, all permits and work required to obtain permits.

Item 4, Class B Rock Excavation, shall be measured and paid for at the contract unit price per **cubic yard**. Said price shall include all labor, tools, equipment, materials, removal and disposal of excavated materials, and all incidentals to complete the work in accordance with these specifications and the Plans. Work shall include excavation to lines and grades as indicated on the Plans, and as directed by the Engineer.

Item 5, Processed Gravel for Roadway, shall be measured and paid for at the contract unit price per **cubic yard**, complete and compacted in place as roadway base material.

Item 6, Gravel Borrow for Roadway, shall be measured and paid for at the contract unit price per **cubic yard**, complete and compacted in place as roadway base material.

Item 7, Gravel Borrow for Backfilling Structures & Pipes, shall be measured and paid for at the contract unit price per **cubic yard**, complete and compacted in place required as borrow for backfilling structures and pipes. No replacement borrow shall be placed without first obtaining permission from the Engineer. On-site excavated material shall be used when appropriate at no additional charge.

Item 8, Crushed Stone, shall be measured and paid for at the contract unit price per **cubic yard**, complete in place. Payment will only be made for this item as bedding for structures, and bridge/culvert foundations.

Item 9, Dense Graded Crushed Stone for Shoulders, shall be measured and paid for at the contract unit price per **cubic yard**, complete and compacted in place as roadway shoulder material.

Item 10, Riprap, shall be measured and paid for at the contract unit price per **cubic yard**, complete in place as required for slopes including stone bedding and fabric. Item assumes 36" riprap or larger.

Item 11, Channel Paving, shall be measured and paid for at the contract unit price per **square yard**, complete in place. Said price shall include excavation (of various types), filter fabric, crushed stone, well graded stones, and all incidental work.

Item 12, Natural Substrate & Stream Bottom, will be measured and paid for at the contract unit price per **square yard**, which price shall include gravel, sands, cobbles, and large rocks placed inside the culvert to create a consolidated natural stream bottom, and all other incidental work.

END OF SECTION 02200

SECTION 02900 – LOAM, SEED, STRAW MULCH, & CLEANUP**PART 1 – GENERAL****1.1 DESCRIPTION**

1. Section Includes: requirements for repair and restoration of vegetated surfaces including but not limited to:
 - (1) Loam, seed, and straw mulch all disturbed areas

1.2 MATERIALS

1. The following materials shall conform to the following sections of the specifications:

(1) Loam Borrow	M1.05.0
(2) Limestone	M6.01.0
(3) Fertilizer	M6.02.0
(4) Grass Seed, Erosion Control Mixture	M6.03.0
(5) Straw Mulch	M6.04.2

1.3 SUBMITTALS

1. Comply with pertinent provisions of the Standard Specifications, the Plans and details, and as stated herein.
2. Product Data: Submit manufacturer's technical product data and installation instructions for materials and products of this Section:
 - (1) Seed Mix
3. Shop Drawings:
 - (1) Not Applicable
4. Record Data: In accordance with the provisions of Division 1, prior to project closeout, submit Record Data of work installed under this Section:
 - (1) Not Applicable

PART 2 – METHOD OF CONSTRUCTION

- 2.1 Loaming and seeding shall conform to all relevant provisions of Section 751 and 765 of the Standard Specifications. Depth of compacted loam borrow shall be 4". Spread straw mulch in conformance with all relevant provisions of Section 767 of the Standard Specifications.
- 2.2 All surfaces shall be graded to drain toward drainage structures and waterways. Care shall be taken to form no depressions which could pond water.
- 2.3 Any slopes 4:1 or steeper shall be treated with slope stabilization matting to establish the designated grass or groundcovers.
- 2.4 In existing lawn areas, special care shall be given to restoring disturbed areas to original conditions. This includes spreading, grading, compacting, and raking of loam; placement of limestone, fertilizer, seed, and straw mulch; and, all incidental work.

- 2.5 Any vegetated waterways having slopes of 5% or steeper shall be protected with Erosion Control Reinforcement Matting.

PART 3 –MEASUREMENT AND PAYMENT

- 3.1 Lump Sum Price: Items shall be paid for as part of the contract stipulated price with no separate measurement or payment.

Item 22, Loam, Seed, Straw Mulch, & Cleanup, shall be measured and paid for at the contract price per **lump sum**. Said price shall include all loam, seed, straw mulch, and cleanup required to restore the site to original conditions including but not limited to driveway restoration, lawn restoration, plantings and planting bed restoration, fence restorations, mailbox resetting, filling stump voids, stonewall restoration, and all other restoration required to complete the work in accordance with the Plans and details, and as stated herein. No separate payment will be made for imported loam borrow. All loam shall be rolled and compacted with a hand roller with a minimum of 15 gallons of water.

END OF SECTION 02900

ITEM 13**STONE BOULDER WALL****SFFA**

The work under this item shall conform to the relevant provisions of Section 685 of the Standard Specifications, the details and plans, and the following:

The work shall consist of the construction of boulder walls consisting of sound durable blasted, excavated, or field stoned having straight edges, but with faces not necessarily rectangular in shape, laid in dry (no cement mortar) in accordance with these specifications, and in close conformity with the lines and grades shown on the plans or established by the engineer.

Stone for boulders walls shall consist of sound durable blasted, excavated, or field stone free from seams, cracks and other structural defects and of an approved and satisfactory quality and shape. The stone shall consist of angular blasted, excavated, or field stones having straight edges without re-entrant angles. The faces shall be flat but not necessarily rectangular in shape.

Individual stone shall have, when set in the wall, no face dimension less than 12 inches. Cutting and shaping of stone shall be done before the stone is laid in the wall. If applicable, stretchers shall have a depth in the wall at least 1½ times the rise, and a length on the face at least twice the rise. If applicable, headers shall have a length on the face at least equal to the rise. Headers shall hold in the heart of the wall the same size as shown on the face and shall extend at least 12 inches more than the stretchers into the backing.

Minimum size of hard, durable, resistant to weathering, stone boulders shall be 1' thick x 2' wide x 3' long. Boulders shall conform to M9.04.4 with the above minimum dimensions. Rock fill shall conform to M2.02.1.

Lay out the line and grade of the wall for Engineer's review prior to constructing wall. Base of wall shall be placed on suitable subgrade, filter fabric, and crushed stone. The back edge of the wall at the top of wall shall be a minimum 2 feet from the back of the guardrail post

The stone shall be laid horizontally so as to break joints (36" minimum). Vertical joints shall be broken by at least 6 inches and no vertical joint shall be located directly above or below a header. All vertical spaces shall be packed full with spalls and Rock Fill. No spalls or Rock Fill shall be allowed in the crushed stone bed.

The face of the wall shall have a batter at least 5 degrees off vertical. Stones shall generally decrease in size from bottom to top of the wall. The finished appearance of the wall face shall be neat, compact, and uniform.

Method of Measurement and Payment:

Item 13, Stone Boulder Wall, will be measured and paid for the **square foot face area** in the completed exposed face of the wall structure, complete in place and accepted, not including base boulders or stones. The quantity measured for payment shall not exceed that shown on the plans or as directed by the Engineer.

Stone Boulder Wall will be measured and paid for at the contract unit price, per **square foot face area**, complete in place, which price shall be full compensation for all materials, labor and equipment, excavation, bedding and backfill, rock fill, crushed stone, filter fabric, subdrain, dewatering, and all incidental work.

Rock Excavation will be paid for at the contract unit prices per cubic yard under the item for Class B Rock Excavation.

Geotextile for Separation, Crushed Stone, Test Pits, and Excavation shall be considered incidental under this item.

END OF SECTION

<u>ITEM 14</u>	<u>3-SIDED OPEN BOTTOM REINFORCED PRECAST CONCRETE BOX CULVERT (45'L X 31'W X 13'H), CIP WINGWALLS, & CIP FOOTINGS</u>	<u>LUMP SUM</u>
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<u>ITEM 15</u>	<u>CONCRETE APPROACH SLAB</u>	<u>SQUARE YARD</u>
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PART 1 – GENERAL**1.1 DESCRIPTION**

The work under this item shall conform to all relevant provisions of Section 995 of the Standard Specifications and the specific requirements as herein stipulated for the component parts of this Item. For those component parts where no specific requirement is stipulated, the Standard Specifications shall apply except for payment.

The work under this item shall include all labor, tools, equipment, and materials necessary for the fabrication, transportation, and installation of reinforced concrete units as herein specified, as directed by the Field Engineer, and as evidently required to properly complete the work.

Refer to Item 2, Culvert Demolition for removal and disposal of the existing bridge. This item includes the installation of any additional measures such as a temporary Debris Catch System capable of handling aggregates, dust, hardware, and all other materials not physically removed from the site during demolition and construction activities in order to prevent the materials from entering the waterway and adjacent resource areas.

All other materials required for the demolition of the existing bridge(s) shall be paid for under Item 3, Unclassified Excavation. If required, clearing and grubbing and tree limbing is considered incidental under Item 1, Clearing & Grubbing. All materials removed in this demolition shall become the property of the Contractor and shall be properly disposed of by him/her offsite at their own expense.

The Contractor shall be responsible for protecting all existing utilities passing over and/or under the bridge/culvert from any damage during all phases of construction activity.

If required, the Contractor shall submit the crane capacity, location, radii of movement, etc. to the Engineer for approval for all stages of construction. The submittal will specify that the requirements for equipment and all procedures utilized will be in conformance with the intent of Subsection 960.61D, Steel Erection, of the Standard Specifications for Highways and Bridges. The submittal shall include calculations of all loads and selection of crane and lifting hardware, and shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts.

Prior to commencing work, the Contractor shall submit to the Engineer for approval his/her demolition plan that delineates the proposed methods to ensure that pavement, bridge components, steel, wingwalls, and other demolition materials will be prevented from falling into the waterway and adjacent resource areas.

The Town does not guarantee or represent that the bridge materials will actually coincide with any descriptions contained herein or represented on the Plans. The Contractor must satisfy himself/herself by his/her own investigation and research regarding all conditions and materials affecting the work to be done. No additional compensation, other than the lump sum bid price for this item, shall be made if the materials or work proves to be different from that inferred or described herein, or shown on any Plans.

The work under these items shall include all designs, labor, materials, equipment, and incidental costs required to complete the following: stamped reinforced concrete designs with engineering shop drawings; fabrication; steel reinforcement; transportation; delivery; and, installation of reinforced concrete box culvert(s), reinforced concrete safety curbs, reinforced concrete wingwalls, reinforced concrete stem walls (if applicable), reinforced concrete footings, and reinforced concrete approach slabs; machinery (or crane) capable of lifting any precast sections; manufacturer's representative to observe setting and bolting of precast sections; filter fabric; bituminous damp-proofing; membrane waterproofing; bolt assemblies, hardware, waterstops, connections, and grout; all required utility relocations and coordination not paid for under separate items; measures to protect and/or avoid all utilities to remain; trench protection; shoring, and incidental work as specified herein, as directed by the Engineer, and as evidently required to properly complete the work.

The work does not include any items listed separately in the contract. Payment for materials shown on the Plans as being part of the structure(s) or which may be incidental to construction and are not specifically included for payments under another item shall be considered incidental to the work performed under this item and shall be included in the bid price of the component of which they are a part. The manufacturer's recommendations for constructing and backfilling the culvert must be followed.

Reinforcing steel used in the any structures is considered incidental and will not be paid for separately.

Hardware, materials, and labor used to connect precast units of various types is considered incidental and will not be paid for separately.

Foundation and Culvert system supports or bracing and the design for utilities to be protected shall be by the Contractor including but not limited to pipe rollers and connections to supports, if required. The Contractor shall coordinate with the appropriate utility companies and the Town (sewer, water, and drain if applicable)

to verify that the proposed temporary structures are acceptable to their means and methods.

The Contractor is responsible for any permanent or temporary relocation of existing utilities that are proposed to be protected and will not be paid for separately.

1.2 SUBMITTALS

The Contractor shall submit 4 copies of the following technical data to the Engineer for approval:

1. Engineering calculations, shop drawings, and specifications for concrete units including bolt assemblies and damp-proofing. Shop drawings shall show reinforcement size and location, bolt assembly design, and dowels for the precast/cast in place box culvert(s), footings, stem walls, endwall, headwall, sheeting, and wingwalls. Drawings shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts and shall be accompanied by design calculations. Shop drawings for each precast/cast in place unit (box culvert, safety curbs, wingwalls, stem walls, footings, approach slabs) and the connection details shall be submitted for review and approval by the Engineer.
2. Dewatering plan prior to construction.
3. Traffic management plan prior to construction.

Note: Stamped Engineering calculations and shop drawings for reinforced concrete units shall be submitted to the Engineer immediately following contract award for review and approval by MassDOT and the Engineer. No additional payment is to be made if the review period is extended for any reason and results in a change in schedule. Bid pricing shall include any and all revisions required by the review.

PART 2 – MATERIALS

2.1 DESIGN CRITERIA

Design of the precast / cast in place reinforced units shall conform to the following criteria with current amendments and interims, where applicable:

1. Design Specifications shall conform to the relevant sections of:
 - Massachusetts Highway Department Bridge Manual
 - Massachusetts Highway Department Standard Specifications for Highway and Bridges
 - AASHTO/AWS Bridge Welding Code (ANSI/AASHTO/ AWS D1.5)
 - AASHTO, LRFD Bridge Design Specifications for HL-93 Loading, latest edition with current interim specification
 - ACI 318-08
 - ASTM C1433
2. Design Method:

- Load and Resistance Factor (LRFD) Design method
3. Design Loads:
- Design loads shall be HL-93. Construction loads and any temporary loads exceeding the service live load are not allowed on the structure without approval from the Engineer.
- The Box Culvert Engineer/Designer shall specify the materials and extents of the foundations or bedding and backfill material within the critical backfill zone with consideration of structure shape and in situ conditions.
 - The Box Culvert Engineer/Designer shall consider the structural capacity of trench walls or adjacent embankments to provide balanced soil loads on the structure.
 - The Box Culvert Engineer/Designer shall consider hydraulic forces on the ends of the structure. End treatment such as headwalls, slope collars, slope paving, or cut-off walls shall be considered to protect the backfill and provide stability and protection to the ends of the structure as well as to prevent erosion or washout.
 - The Box Culvert Engineer/Designer shall consider scour effects on the structure foundation. The use of scour countermeasures shall be considered for strip footings, if applicable. The Engineer shall consider potential washout/undermining effects on the invert.
 - The Box Culvert Engineer/Designer shall consider the soil parameters and seismic loads provided in the Geotechnical Report for the design of the culvert, headwall, and wingwalls. The Geotechnical Report will be provided to the Contractor.
4. Loading Data:
- Earth Cover – 1' min., 6' max.
 - Impact (variable with depth), see AASHTO bridge specifications – 0 to 30%
 - Uniform Internal Pressure – 0.0
 - Depth of Water in Box Section – equal to inside height
 - External Groundwater Pressure – 0.0
 - Provide sufficient reinforcement to withstand loads induced by lifting and setting box sections
5. Material Properties:
- Steel Reinforcement – AASHTO M 31, Grade 60
 - Epoxy Coated – AASHTO M 284
 - Welded Wire Fabric – ASTM A185, Grade 70
 - Concrete Minimum Compressive Strength
 - Cast on Place – 4000 psi @ 28 days
 - Precast – 5000psi @ 28 days
 - Concrete Unit Weight = 150 pcf
 - Damp-proofing Entire Outside Surface – AASHTO M 81
6. Soil Data:

- Unit Weight – 120 pcf
- Ratio of Lateral to Vertical Pressure – 0.33
- External Water Table – below box section invert
- Effective Weight Coefficient – 1.0

7. Capacity Reduction Factors (from ACI 318-71)

- Shear – 0.85, Bending – 0.90

8. Structural Arrangement

- Concrete Cover Over Steel – 1-1/2"

9. Additional Design Data (*See Geotechnical Report for more information*).

2.2 SHAPE

The various sections shall be as shown on the drawings and as required. The inside surfaces shall be smooth so as not to restrict flow through the completed installation. Chamfered 45° x 8" fillets (or as required per AASHTO or MassDOT-approved drawings) shall be monolithically cast in all four inside corners of the box culvert. End sections shall be mitered to skew, if applicable.

2.3 SIZE

- Internal dimensions of the box culvert of 31' width x 13' height shall be maintained. The 13' height shall be measured from the inside bottom at the center of the culvert to the top of footings per the Plans.

Footing thickness may change depending on the final design, but the minimum hydraulic opening shall be as per the Plans. The minimum roof thickness shall be 18" and the minimum sidewall thickness shall be 12". Provide shear key and minimum dowels, as shown on plans.

Dimensions of wingwalls, headwalls, and footings shall be such to conform to the site, the Plans, and the proposed box culvert as detailed.

2.4 JOINTS

Each precast box section shall have a male and female end with not less than 1-1/2" concrete overlap. Each section shall have one pre-placed 1" diameter neoprene gasket cemented to the joint surface. Cover outside of the joint with 3-foot wide strip of filter fabric on the sides and the roof. Apply filter fabric with bituminous cement for adhesive.

Joints for wingwalls, headwalls, and footings shall be installed as per manufacturer's/ precaster's recommendation and approved by the Engineer. Any and all work and materials required to install dowels, sleeves, and grout in the field or precast will be included in this item.

2.5 ASSEMBLY HARDWARE

Box Culvert: Minimum 2 bolt assemblies each side (to be confirmed with manufacturer) to be tightened on-site under supervision of precaster's field representative.

Wingwalls: To be designed and complete in place per MA Stamped Design Plans.

2.6 WEEPHOLES

Provide a minimum of one 4-inch diameter weephole in each wingwall section or per manufacturer's recommendations.

2.7 INSPECTION

The quality of materials, the process of manufacture, and the finished box sections shall be subject to inspection by the Engineer.

2.8 SAFETY CURBING

The safety curbing shall conform to the Plans and to all relevant provisions of Section 501, 901, and 995 of the Standard Specifications.

2.9 BITUMINOUS DAMP-PROOFING:

Damp-proof the entire outside surface according to all relevant provisions of Section 970 of the Standard Specifications, AASHTO M 81 for rapid curing type, and the manufacturer's specifications.

2.10 MEBRANE WATERPROOFING:

Shall conform to all relevant provisions of Section 967 of the Standard Specifications and the manufacturer's specifications

PART 3 – METHOD OF DEMOLITION

See Item 2, Culvert Demolition

- 3.1 If applicable, Temporary debris catch system shall be installed and maintained to prohibit demolition and construction materials from entering the waterway and resource areas. Care shall be taken during the demolition of the existing bridge(s) to prevent large debris from entering the debris system and waterway/resource areas. Where damage to the debris catch system occurs, the Contractor shall stop work within the area and repair or re-install the debris catch system prior to any additional demolition or construction activities within the waterway and resource areas. Materials collected shall be properly removed from the debris catch system at the end of each work day, or as required, and properly disposed of. Debris catch system shall be installed and maintained per the manufacturer's specifications or as directed by the Engineer.

- 3.2 Excavate to firm, undisturbed foundation for the installation of the footings. The excavated foundation surface shall be uniform and reasonably level across the width of the excavation.

PART 4 – METHOD OF CONSTRUCTION

- 4.1 Install erosion controls and dewatering system. Notify the local Conservation Commission and the Engineer. Provide traffic controls per Contractor's submitted and approved traffic management plan. Notify the Town Manager/Selectboard, the Town Public Works Superintendent, and the Town Police and Fire Departments.
- 4.2 Remove existing headwall and wingwall components and properly dispose of outside the project limits. Carefully remove and stack riprap for reuse if applicable. Protect or remove existing utilities, as applicable.
- 4.3 Remove trees and brush.
- 4.4 Perform dewatering as required per the Control of Water specifications and approved dewatering plan (see Item 20, Control of Water).
- 4.5 Excavate to firm, undisturbed foundation for the installation of the footings. The excavated foundation surface shall be uniform and reasonably level across the width of the excavation
 1. All excavations of more than a few feet should be sheeted and braced or laid back to prevent sloughing in of the sides. OSHA and any other prevailing excavation codes should be followed. Excavations should not extend below adjacent structures, roadways, or utilities unless properly designed sheeting and bracing or underpinning is installed.
 2. Temporary paving using coarse fill material or separation/ reinforcement geotextile and coarse fill material may be required for moving about the site during wet or thaw weather.
 3. Subgrades should be kept from freezing during construction.
 4. Water, snow, and ice should not be allowed to collect and stand in excavations or low areas of the subgrade.
 5. Some obstacles, including but not limited to old foundations or building rubble, existing and abandoned utilities, boulders or ledge, may be encountered in excavations.
- 4.6 Install filter fabric and crushed stone bedding as shown on the plans. The minimum depth of bedding shall be 12 inches. Compact crushed stone by means of mechanical or pneumatic tampers or proof-roller. Compaction shall continue until the stones are firmly interlocked and the surface is unyielding.
- 4.7 Install footings per approved design specifications and plans. For poured-in-place reinforced concrete footings, the Contractor shall submit stamped shop drawings and install per plans and Engineer's specifications.
- 4.8 Backfill the footings as shown on the plans or per manufacturer's/designer's specifications.
- 4.9 Set precast/ cast in place concrete sections in accordance with manufacturer's instructions. A representative of the precast manufacturer, as applicable, shall be

present while precast sections are being installed and bolted. Prior to placement and backfill, the culvert shall not be crossed by any equipment heavier than that specified by the culvert manufacturer. All resulting equipment damage shall be rectified to the satisfaction of the Engineer at no cost to the Owner. Construction equipment will not be permitted atop of the uncompleted structure unless steel plated in a manner accepted by the Engineer. Construction equipment whose weight exceeds the design capacity shall not be permitted atop of the completed structure under any circumstances unless steel plated as approved by the Engineer. The use of a vibratory roller for compaction purposes must be reviewed and approved by the Engineer.

- 4.10 Backfill precast/ cast in place sections with compacted crushed stone and gravel borrow per plans. Bring backfill up evenly on sides of sections with no more than 1 foot backfill height differential. These materials shall be compacted to a minimum of 95 percent of the maximum ASTM Specification D 1557-91 density, modified proctor or as specified by the precast manufacturer.
 1. Backfill soils shall be free of rocks exceeding 3 inches, frozen lumps, ice, organic matter, and foreign materials that could cause hard spots or decompose to create voids.
 2. The presence of a high percentage of silt or fine sand in the native soils suggests the need for well-graded granular material in the critical backfill zone or the use of non-woven geotextile to prevent soil migration.
 3. During backfilling operations, only small tracked construction equipment (such as a D-4 dozer or smaller) shall be near the structure as fill progresses above the crown and to the minimum height of cover. After adequate cover and compaction is achieved, live loads may increase at the direction of the Engineer. Construction loads that exceed highway load limits are not allowed on the structure without approval from the Engineer. Normal highway traffic is not allowed to cross the structure until the structure has been backfilled and paved. If the road is unpaved, cover allowance to accommodate rutting shall be as directed by the Engineer.
- 4.11 Backfill void between existing abutments and box sections, as applicable, with riprap (M2.02.2, $d_{50} = 24"$) over compacted crushed stone wrapped in filter fabric.
- 4.12 Install natural streambed materials to the elevations as shown on the plans, if applicable.
- 4.13 Install precast / cast in place concrete wingwall and headwall/safety curb sections with bridge rails or highway guardrails as applicable.
- 4.14 Install precast concrete approach slabs.
- 4.15 Install riprap slope paving.
- 4.16 Install guardrail.

- 4.17 Stabilize site and remove water control. Perform surface restorations, cleanup, and remaining work.

PART 5 – METHOD OF MEASUREMENT & PAYMENT

- 5.1 Lump Sum Price: Items shall be paid for as part of the contract stipulated price with no separate measurement or payment.

Note: No separate payment will be made for Geotextile Filter Fabric.

Note: Contractor is responsible for the costs associated with the coordination, relocation, and/or protection of all utilities as required to complete the work at no extension to the contract and at no additional compensation.

Note: Bridge demolition, control of water, unclassified excavation, Class B rock excavation, erosion control, gravel borrow, crushed stone, roadway base materials, hot mix asphalt, subdrains, subdrain cleanouts, guardrails, and other non-culvert items not described herein shall be paid for separately under other items.

Item 14, 3-Sided Open Bottom Reinforced Precast Concrete Box Culvert, CIP Wingwalls, & CIP Footings, shall be measured and paid for at the contract price per **lump sum**. Said price shall include all designs, labor, tools, equipment, materials, and incidental costs required to complete the following: Stamped reinforced concrete designs with engineering shop drawings; fabrication; steel reinforcement; transportation, delivery, and installation of reinforced concrete box culvert; safety curbs/headwalls, wingwalls and footings; machinery (or crane) capable of lifting precast sections; manufacturer's representative to observe setting and bolting of precast sections; filter fabric; bituminous damp-proofing; membrane water-proofing; bolt assemblies; hardware; waterstops; connections; grout; all required utility relocations and coordination not paid for under separate items; measures to protect and/or avoid all utilities to remain; trench protection, shoring, sheeting, bracing; and incidental work as specified herein, as directed by the Engineer, and as evidently required to properly complete the work.

- 5.2 Unit Price: Items will be measured in place according to the limits specified herein and paid for as part of the contract stipulated price.

All unit price items shall include labor, tools, equipment, materials, compacting, dewatering, excavations, backfills, shoring, grading, and any other necessary work to complete the item as specified, as shown on the Plans, or as directed by the Field Engineer. The following are additional requirements for each item.

Item 15, Concrete Approach Slab, shall be measured and paid for at the contract unit price per **square yard**. Said price shall include: Stamped reinforced concrete designs with engineering shop drawings; fabrication; steel reinforcement; transportation, delivery, and installation of precast reinforced concrete approach

slabs; machinery (or crane) capable of lifting precast sections; manufacturer's representative to observe setting and bolting of precast sections; filter fabric; bituminous damp-proofing; membrane water-proofing; bolt assemblies; hardware; connections; grout; all required utility relocations and coordination not paid for under separate items; measures to protect and/or avoid all utilities to remain; and incidental work as specified herein, as directed by the Engineer, and as evidently required to properly complete the work.

END OF SECTION

ITEM 16**TEMPORARY UTILITY RELOCATION****LUMP SUM**

The work under these items shall conform to the relevant sections and provisions of the Standard Specifications.

All materials utilized and work performed shall be in accordance with 02200 Earthwork, and Utility Provider's Specified Materials, details, and operations. Contractor shall be responsible for coordination and compliance with utility owner.

The utility owner is assumed responsible for relocation of the overhead wires and poles. The Contractor is responsible for coordination of the utility relocation. The Town will contact the utility owner(s), and then the designated Contractor will assume coordination responsibility once the contract is signed.

Item shall include all coordination and temporary materials not supplied by the utility company as necessary to provide temporary relocation. This item is to be coordinated with utility company prior to execution. Excavation, workmanship, materials, labor, tools, equipment, preparation, excavation, backfill, compaction, shall be considered incidental.

END OF SECTION

<u>ITEM 17</u>	<u>GUARDRAIL, TL-2 (SINGLE FACED)</u>	<u>FOOT</u>
<u>ITEM 18</u>	<u>GUARDRAIL TANGENT END TREATMENT, TL-2</u>	<u>EACH</u>
<u>ITEM 19</u>	<u>GUARDRAIL TRAILING ANCHORAGE, TL-2</u>	<u>EACH</u>

PART 1 – GENERAL

This work shall consist of the construction of guardrail in accordance with all relevant provisions of Section 601 of the Standard Specifications for Highways and Bridges, 2026 Edition, and in close conformity with the lines and grades shown on the Plans.

The construction of all highway guard rail items shall include the assembly and erection of all components, parts and materials complete at the intended location shown on the Plans or as directed by the Town and/or Engineer.

PART 2 – MATERIALS

Materials shall meet the requirements specified in the Standard Specifications Subsection M8 of Division III, Materials.

PART 3 – CONSTRUCTION METHODS

3.1 POSTS

1. Posts shall be set plumb, in hand or mechanically dug holes, or driven, then backfilled with acceptable material placed in layers and thoroughly compacted.
2. If driven, the post shall be provided with suitable driving caps and equipment used which will prevent battering or injury of posts. Posts damaged or distorted as a result of driving shall be removed and replaced with approved posts as incidental work.
3. Guard posts to be set in areas of proposed bituminous concrete surfacing shall be erected prior to laying the surrounding finished surface unless otherwise permitted by the Engineer.

3.2 SPACING OF POSTS

1. Posts shall be spaced as shown on the Plans.

3.3 STEEL BEAM RAIL

1. The rail shall be erected so as to form a smooth continuous rail conforming to the required line and grade. The rail element shall be spliced by lapping in the direction of the traffic or by other approved methods. The holes in the rail element nearer the posts shall be slotted to facilitate erection and to permit expansion. The rails shall make full contact at each splice.
2. All bolts, except where otherwise required at expansion joints, shall be drawn tight. Bolts through expansion joints shall be drawn up as tightly as possible without being too tight to prevent the rail elements from sliding past one another longitudinally.

3.4 DELINEATORS

1. Reflectorized guardrail delineators shall be attached to the bolts located in the valley of the steel beam rail in accordance with all relevant provisions of Section 828 of the Standard Specifications for Highways and Bridges, as amended by the latest version of the Supplemental Specifications.
2. Guardrail termini delineators shall be installed in accordance with all relevant provisions of Section 828 of the Standard Specifications for Highways and Bridges, as amended by the latest version of the Supplemental Specifications.

PART 4 – METHOD OF MEASUREMENT

- 4.1 Steel beam highway guard will be measured along the top edge of the rail element from center to center of end posts.
- 4.2 Guard rail posts, offset brackets and panels will be measured as a unit each when paid individually. Single and double faced steel beam terminal sections will be measured as a unit each.
- 4.3 Buried ends will be measured as a unit 37.5 feet in length.
- 4.4 Leading and trailing ends will be measured as individual units 12 feet 6 inches in length (subject to modification per plans).
- 4.5 Bridge rail to highway guard transitions will be measured as individual units 33 feet 9 inches in length (subject to modification per plans).
- 4.6 Steel beam highway guard Flared End Treatments and Tangent End Treatments will be measured as a unit for installation of the total length of need from the end to the center of the last post of steel beam highway guard.

PART 5 – BASIS OF PAYMENT

- 5.1 Unit Price: Items will be measured in place according to the limits specified herein and paid for as part of the contract stipulated price.

All unit price items shall include labor, tools, equipment, materials, compacting, dewatering, excavations, backfills, shoring, grading, and any other necessary work to complete the item as specified, as shown on the Plans, or as directed by the Field Engineer. The following are additional requirements for each item.

Steel beam highway guard will be measured along the top edge of the rail element from center to center of end posts. The unit of measurement of individual posts will be each post set complete in place.

Single faced steel beam terminal sections and double-faced steel beam terminal sections will each be considered as a unit.

Item 17, Guardrail, TL-2 (Single-Faced), will be measured and paid for by the **foot** complete in place which price shall include all excavation, materials, concrete embedment as required per plans, pavement millings/mulch, connection to existing guardrail and all other incidental work required.

Item 18, Guardrail Tangent End Treatment, TL-2, and Item 19, Guardrail Trailing Anchorage, TL-2, shall be measured and paid for at the contract unit price per **each**, complete in place.

END OF SECTION

ITEM 20**CONTROL OF WATER****LUMP SUM****DESCRIPTION**

Work under this item shall include construction of all temporary water diversion measures, pumping facilities, and shoring of excavations as herein specified, as directed by the Field Engineer, and as evidently required to properly complete the work.

Time of year restrictions for in-stream work shall confirm to US Army Corps of Engineers 2026 Nationwide Permits General Conditions and Massachusetts Regional Conditions. The time of year restriction for Non-Tidal Waters is October 1 to June 30, allowing work to commence within the work window of July 1 to September 30. Any proposed activity located in waters of the U.S. (excluding wetlands) shall be completed entirely “in-the-dry” or be isolated from active flows/the water column using temporary measures (i.e., cofferdams, sandbags, flume pipes, etc.) to the maximum extent practicable. The term “in-the-dry” means work that is done under dry conditions, e.g., work behind cofferdams or when the stream or tide is waterward of the work. The contractor shall comply with GC's at no additional compensation. Foresight or the Town's representative will provide the Contractor with the applicable US Army Corps of Engineers permit.

Temporary water control methods may include poly-lined Jersey barriers/concrete blocks, sand bags, earth or steel sheet cofferdams, in-stream culvert pipe(s), dewatering sumps and pumps, and/or a combination thereof. The Contractor shall construct and maintain water control measures as required to allow construction work and placement of concrete to proceed in-the-dry. Upon completion of the work, all temporary water control measures shall be removed under this item of work. Shoring shall be installed as required to complete the work. The Contractor shall be responsible for the design of all temporary water control measures and excavation sheeting/shoring as required to complete the project. Prior to the start of work, the Contractor shall submit water control plans, shoring/sheeting plans, and details for the proposed method(s) of water control to the Engineer for review and approval. The plans and details shall include any proposed temporary cofferdams, embankments, sheeting/shoring, culverts, and sumps. Final water control plans and details shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the successful completion of the project. If required, the Contractor shall submit proposed sheeting/shoring measures for stabilization of excavations or water control, stamped by a Massachusetts P.E.

METHOD OF CONSTRUCTION

1. The Contractor shall be responsible for the design of all temporary water control measures and shoring as required to complete the project.
2. Prior to the start of work the Contractor shall submit a sketch to the Engineer and Town Conservation Commission, for their review and approval, showing the proposed method for water control. The sketch shall include any proposed temporary cofferdams, embankments, culverts, and sumps. The furnishing of such sketches shall not serve to relieve the Contractor of any of his responsibility for the successful completion of the project.

3. Contractor shall submit proposed shoring measures for stabilization of excavations – if required.

METHOD OF MEASUREMENT

1. Control of water and shoring shall be measured as a complete unit. There will be no separate measurements of any quantities under this item.
2. Any earthwork related to cofferdams, temporary diversions, control of water, and shoring shall be paid for under this item and will not be measured for payment under any other item.

BASIS OF PAYMENT

Lump Sum Price: This item shall be paid for as part of the Contract Stipulated Price with no separate measurement or payment, and shall include all necessary labor, equipment and materials necessary to complete the work.

Item 20, Control of Water, shall be paid for at the contract **lump sum** price which price shall include design and installation/removal of temporary water control measures, design and installation/removal of all shoring, all earthwork and materials related to construction and maintenance of cofferdams, pumping of water to allow construction work to proceed in-the-dry, temporary culvert pipe(s), shoring, temporary dewatering pit(s), removal of all control measures upon completion of work, backfill, compaction, cleanup, dewatering and diversion plans submitted to engineer for approval, and all incidental work.

END OF SECTION

ITEM 23**SAFETY CONTROLS FOR CONSTRUCTION
OPERATIONS****LUMP SUM**

This work shall conform to all relevant provisions of Section 850 of the Standard Specifications and the following:

All moveable or portable signing shall be paid for under this item. The placement of necessary devices, cones, and high-level warning devices will be for the daily work period and shall be removed immediately after the conclusion of the work operation.

Signs having messages irrelevant to normal traffic conditions will be removed or properly covered at the end of each workday.

The contractor shall maintain all devices in a satisfactory condition. Signs are to be kept clean at all times and legends shall be distinct and unmarred.

Also included in this item shall be two (2) pair of two-way radios, complete with rechargeable batteries that will be recharged on a daily basis by the Contractor. These radios shall have a minimum range of three (3) miles and shall be available for use by traffic police to aid in paving operations and/or daily construction operations. These radios are to be returned to the Contractor upon completion of the project.

The Contractor shall provide a safety truck capable of carrying the necessary signs, cones, high-level warning devices, and barrels needed for the difficult daily construction operations. This safety truck shall be equipped with a radio so communication between the Contractor superintendent and the safety truck is continuous. Also included in this item shall be two (2) Contractor personnel who have full knowledge and understanding of the principles, standards, and regulations as set forth in the Manual on Uniform Traffic Control Devices, current edition. These personnel shall provide safety set-ups and operate from the safety truck.

The Contractor shall maintain traffic flow on all streets and driveways (at least one lane and/or means of egress suitable to the local authorities) to be improved. The Contractor shall coordinate traffic control requirements with the local police department.

As necessary and/or as directed by the Owner, traffic police shall be employed for the protection and maintenance of traffic. Reasonable facilities shall be provided by the Contractor for the convenient and safe passage of pedestrians and vehicles through the project and also to and from properties abutting the site of improvement. If required, pedestrian traffic detours shall be ADA / AAB compliant.

The Contractor's attention is directed to the need for insuring that the roadside is clean of all construction vehicles after working hours, that equipment and materials not in use and debris are removed from the edge of the traveled way, and that modification to these items is possible if necessary to insure the safety of the traveler.

All work shall conform to MassDOT standards, requirements, and details and such work, materials, labor, etc. shall be included as incidental under this item.

TRAFFIC MANAGEMENT PLAN

1. Access/egress of all existing driveways shall be maintained at all times.
2. The design, application, and installation of all traffic control devices shall conform to the Manual on Uniform Traffic Control Devices, current edition.
3. Adequate warning of the project limits will be provided for by placement of signs as noted on the attached Traffic Management Plan (TMP) example.
4. Channelization will be accomplished through the use of proper reflectorized drums, signing, barricades, and other lightweight devices that will yield when hit by errant vehicles.
5. Safety controls for construction operations will be required throughout the duration of the project.
6. All traffic control devices shall be removed immediately when no longer needed.

Road closure with proper notification and detour signage is permitted. Road closure not allowed in winter. Contractor shall coordinate dates with Town. The Contractor shall provide TMPs prior to work to the Town and the Engineer for approval.

MEASUREMENT AND PAYMENT

Lump Sum Price: Items shall be paid for as part of the contract stipulated price with no separate measurement or payment.

Item 23, Safety Controls for Construction Operations, shall be measured and paid for at the contract price per **lump sum**. Said price shall include all safety signing and daily operations for construction operations as well as semi-permanent signage at the project limits. All labor, tools, equipment, and materials required for installation and removal shall be incidental to this item.

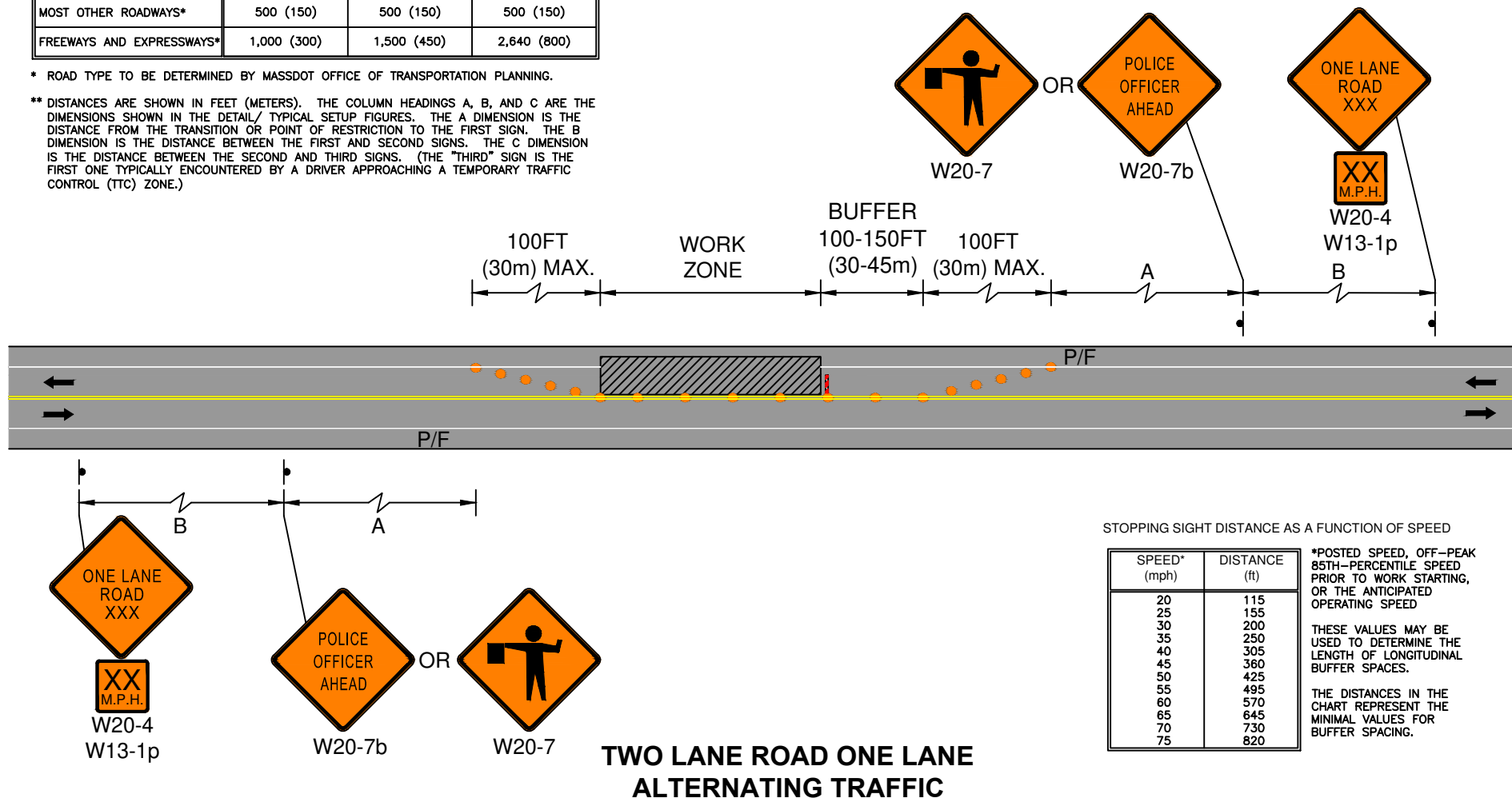
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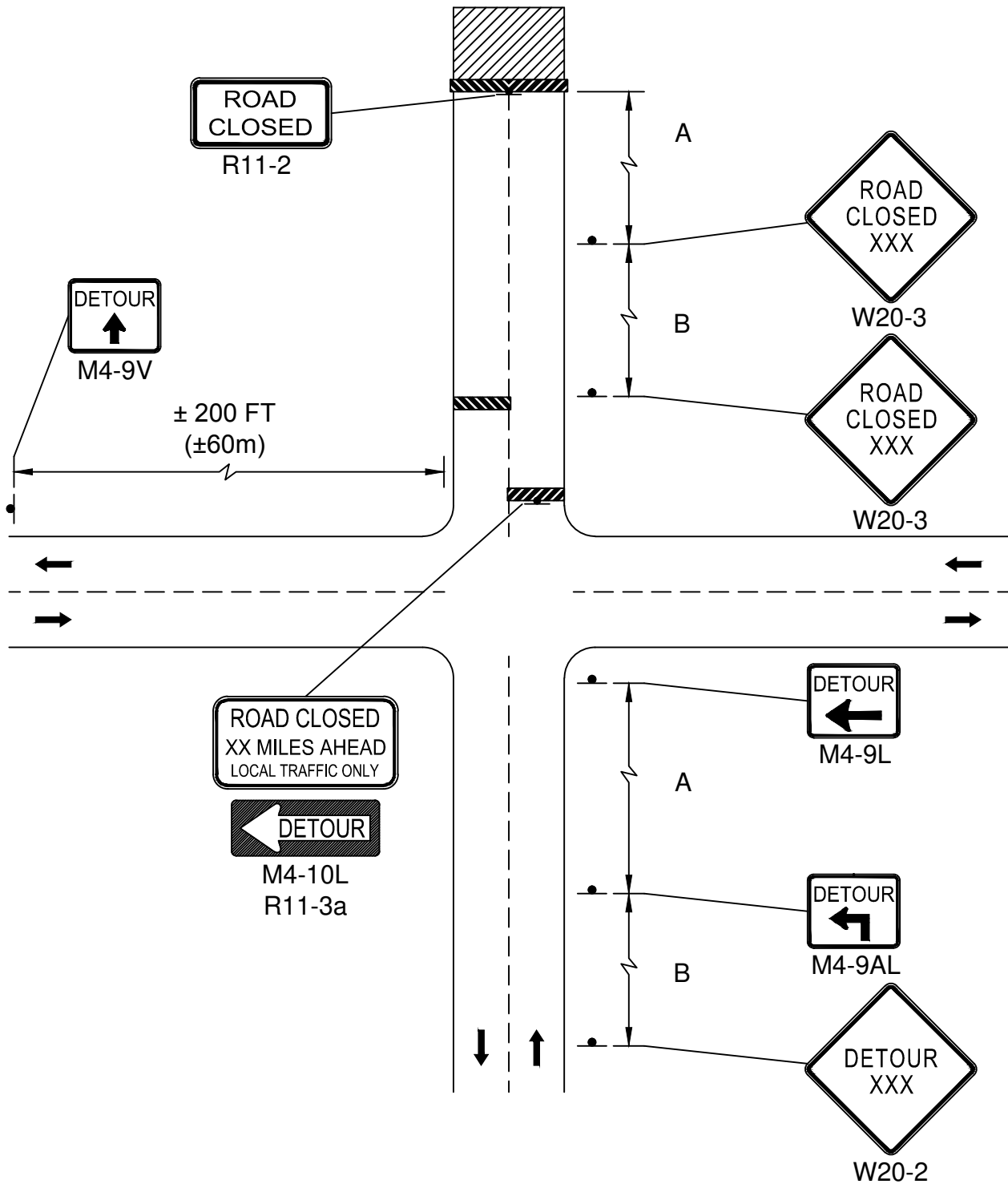
SUGGESTED WORK ZONE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS **		
	A	B	C
LOCAL OR LOW VOLUME ROADWAYS*	350 (100)	350 (100)	350 (100)
MOST OTHER ROADWAYS*	500 (150)	500 (150)	500 (150)
FREEWAYS AND EXPRESSWAYS*	1,000 (300)	1,500 (450)	2,640 (800)

* ROAD TYPE TO BE DETERMINED BY MASSDOT OFFICE OF TRANSPORTATION PLANNING.

** DISTANCES ARE SHOWN IN FEET (METERS). THE COLUMN HEADINGS A, B, AND C ARE THE DIMENSIONS SHOWN IN THE DETAIL/ TYPICAL SETUP FIGURES. THE A DIMENSION IS THE DISTANCE FROM THE TRANSITION OR POINT OF RESTRICTION TO THE FIRST SIGN. THE B DIMENSION IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS. THE C DIMENSION IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS. (THE "THIRD" SIGN IS THE FIRST ONE TYPICALLY ENCOUNTERED BY A DRIVER APPROACHING A TEMPORARY TRAFFIC CONTROL (TTC) ZONE.)





ITEM 24**TRAFFIC POLICE SERVICES****ALLOWANCE****ITEM 25****TESTING SERVICES****ALLOWANCE****ALLOWANCE FOR TRAFFIC POLICE SERVICES**

This allowance is provided for the furnishing of traffic police services as required to direct traffic on existing roadways where traffic flow is to be maintained. The Contractor shall provide police officers as deemed necessary by the Town and/or Engineer for the direction and control of all traffic traveling in the vicinity of or through the project area. The Contractor shall schedule police details through the Town police department, utilizing Town police officers as available. In the event that adequate police details are unavailable, the use of certified roadway flaggers may be considered with permission of the Town police department and Engineer.

This allowance is determined by multiplying the number of hours estimated as necessary by the prevailing hourly rate of wages established by the Town for such services. The Contractor shall submit certified copies of itemized bills of services rendered for review and approval by the Engineer. The allowance will be adjusted to the actual amount paid for authorized and approved police services as stipulated and shall include other payments due to any legal requirements of the State and Federal governments. The Contractor shall be reimbursed for police services based on paid invoices with the Contractor's canceled check for backup documentation.

ALLOWANCE FOR TESTING

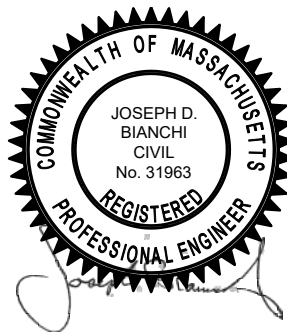
This allowance is provided for testing of earthwork materials or sub-base conditions to insure compliance with these Special Provisions. The Owner will select a testing laboratory for this work. The Contractor shall then coordinate with the laboratory to be present on the work site to perform the testing. Test reports shall be provided to the Engineer with copies to the Contractor. Work on materials that fail to meet the requirements of these Special Provisions shall be promptly corrected by the Contractor. The cost of tests that fail to show compliance will not be reimbursed to the Contractor. The Contractor shall be reimbursed for testing based on paid invoices from the laboratory.

PAYMENT

The amount to be paid for under these items shall be the actual amount paid by the Contractor to provide traffic control services and satisfactory testing services as stipulated and required. Any overhead costs shall be considered to be included in the prices bid for other items of the Contract.

GEOTECHNICAL REPORT
MassDOT, Highway Division
Massachusetts GEN. LAWS CH 85 S 35

PROJECT
WEST ROAD
OVER
BEAR SWAMP BROOK
C-15-XXX
CLARKSBURG



Prepared
for the
Town of Clarksburg

by
JDB Consulting Engineers Inc.

August 11, 2025

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APPENDIX A	Boring Logs
APPENDIX B	Calculations

Geotechnical Report
West Road over Bear Swamp Brook
MassDOT Chapter 85 Bridge Project

1.0 INTRODUCTION

This geotechnical report summarizes the recommendations necessary for the substructure design of the proposed superstructure that will replace an existing bridge. The superstructure selected for this crossing was based on the most cost-effective bridge and foundation needed for this specific location along this crossing.

A single span superstructure consisting of ten precast concrete rigid beam bridge frames supported on one cast-in-place concrete footing along each end of this proposed new crossing is being recommended in order to resist the impact forces due to flood debris during future service use along this new crossing.

Included in this report is a presentation of subsurface information collected, description of subsurface conditions, design recommendation and a discussion of construction considerations.

Two (2) soil borings were performed. A site plan and profiles showing the location of the borings and boring logs with respect to this crossing are shown along Figure 1, Figure 2 & Figure 3. All the soil borings are provided and been included in the Appendix A.

All stations, offsets and elevations given in this report are referenced to the baseline benchmark located along a new temporary benchmark railroad spike established on site found on the southwesterly road shoulder along West Road

The specific site design aspects of this project including the hydraulic, scour etc. investigations were completed by others. The scope of work will include analyzing the subsurface and site information used in the preparation of this geotechnical report with foundation design recommendations for the support of the two cast-in-place concrete footings supporting the precast concrete rigid frame superstructure, four cast-in-place concrete wingwalls and the modified roadway surface.

2.0 BACKGROUND

2.1 Site Description

The existing bridge site is located along West Road about 3 miles northwest of the junction of Route 8 and West Cross Road. The existing bridge (C-15-XXX) is to replace the existing 8 ft. diameter steel culvert over the Bear Swamp Brook located about 0.1 miles immediately south from the Vermont state border. See Locus Map and Figure 1.

The present crossing is currently not posted H20, TYPE 3 and TYPE 3S2 truck loading configurations, respectively.

Massive continuous rock ledge outcroppings were observed throughout the existing site crossing along the upstream and downstream areas surrounding the existing steel culvert.

2.2 Proposed Bridge Superstructure

Based on a short construction time frame an economical precast rigid frame superstructure bridge replacement bridge design type along this crossing is recommended.

The new bridge superstructure and all supporting foundation footings will be founded on rock ledge based on the two sound 10 ft. long rock cores recently taken along the proposed upstream and downstream bridge footprint locations.

Based on the present site geometry an earth filled roadway over the new rigid frame superstructure will carry the modified Bear Swamp Road roadway over this new bridge crossing.

The proposed new mathematized roadway alignment will maintain the existing roadway with a slightly increased roadway width of 24 feet to maintain current highway safety standards. The existing West Road centerline will remain unchanged. The proposed roadway profile grade generally follows the existing West Road grade which varies from a downward grade of **-7.03%** to **-2.91%** from the north abutment to the south approaches.

The hydraulic opening was increased and the height of the new bridge provides a 2 ft. clearance with respect to the 10-year flood design height along this new bridge crossing.

3.0 SUBSURFACE CONDITIONS

3.1 Subsurface Soil Explorations

Two bridge borings of which includes two existing continuous ledge abutment rock cores were conducted and obtained along the present bridge location from June 9, 2025 to June 10, 2025 by New England Boring Contractors, Inc. of Derry, NH. All borings and probes

were taken from the roadway. Refer to Appendix A for the boring logs and Figure 1, Figure 2 & Figure 3 for the boring locations and additional bridge and site information.

The borings were made to determine the nature and extent of the granular backfill, soil deposits, ledge profile etc. which was needed to determine the most suitable substructure to carrying this new bridge crossing.

Existing ledge was encountered along the bedrock profile as found throughout this site for the two 32 to 33-foot bridge borings completed. All upper soil samples obtained from these two borings were examined in the field and sealed in containers for further examination.

All drilling and sampling were performed under the supervision of JDB Consulting Engineers, Inc. personal.

3.2 Soil Descriptions

The specific subsurface conditions encountered at each boring location are indicated on the individual soil boring logs and a generalized description of the soil conditions based on the boring data, depths and were visually reported and are referred to are of the existing surface grades at the time of the borings were taken in the field.

3.3 Groundwater Conditions

Based on the moisture condition of the samples recovered the soils the groundwater level at the time of boring was at about 32 to 33 feet deep at the time of the investigation. Water levels were noted and indicated on the boring logs.

Some fluctuation in hydrostatic groundwater levels and perched water conditions should be anticipated with variations in the seasonal rainfall, surface runoff, and the stream levels.

3.4 Seismic Considerations

In accordance with Seismic Design provisions provided by AASHTO Standard Specification and ASCE, and Acceleration Coefficient = 0.095, a Seismic Design Category (SDC) A.

All supporting substructure concrete footings along the proposed present concrete rigid frame will be founded on rock ledge. While the concrete rigid frame superstructure is sandwiched between a cast-in-place concrete wingwall along each end of load bearing rigid frame superstructure founded on the concrete footing and on massive rock ledge along the entire substructure. Therefore a seismic analysis along the abutments and footings is not required for this bridge design based on data provided by all the soil borings taken along both supporting footings.

4.0 DESIGN RECOMMENDATIONS

4.1 Structure Foundations

Based on the needed hydraulic design opening for this this new crossing and the extent of rock ledge outcroppings along the inlet and outlet as reveled on all the soil boring profiles taken on this site and the generalized description of the soil conditions observed and based on the boring data and depths the following is recommended:

The factored net bearing pressure for all the cast-in-place footings along all supporting precast concrete rigid frame superstructures and cast-in-place wingwalls shall be designed as per AASHTO LRFD strength I load combination on bedrock and shall not exceed a bearing pressure of 27 tsf which is the product of the nominal bearing resistance of 60 tsf as listed on Table 4.11.4.1.4-1 – see Appendix B for lowest ordinary range of allowable bearing pressure expected on massive rock ledge after using a resistance factor of 0.45.

LIMITATIONS

Explorations

The analyses, computations and recommendations submitted in this report are based on obtained from subsurface explorations performed by this office and others. The nature and extent of variations between these explorations may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the design recommendations of this report.

The generalized soil profile described in the text is intended to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized and have been developed by interpretations of widely spaced pilot explorations and samples; actual soil transitions are probably more erratic. For specific information, refer to the exploration logs.

Water level readings have been made in the boreholes and/or observation wells at the times and under the conditions stated on the boring logs. This information has reviewed and interpretations have been made in this report. However, it must be noted that fluctuations in groundwater may occur due to variation in rainfall, temperature, and other factors occurring since the time measurements were made.

Review

In the event that any changes in the nature, design or location of the proposed structure are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing by JDB Consulting Engineers, Inc.

Construction

It is understood by the Town of Clarksburg that this firm be retained to provide soil engineering services during construction phase for the foundation work recommended for this bridge project. This is to observe compliance with the design concepts, specifications, and recommendations and to allow design changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.

Use of Report

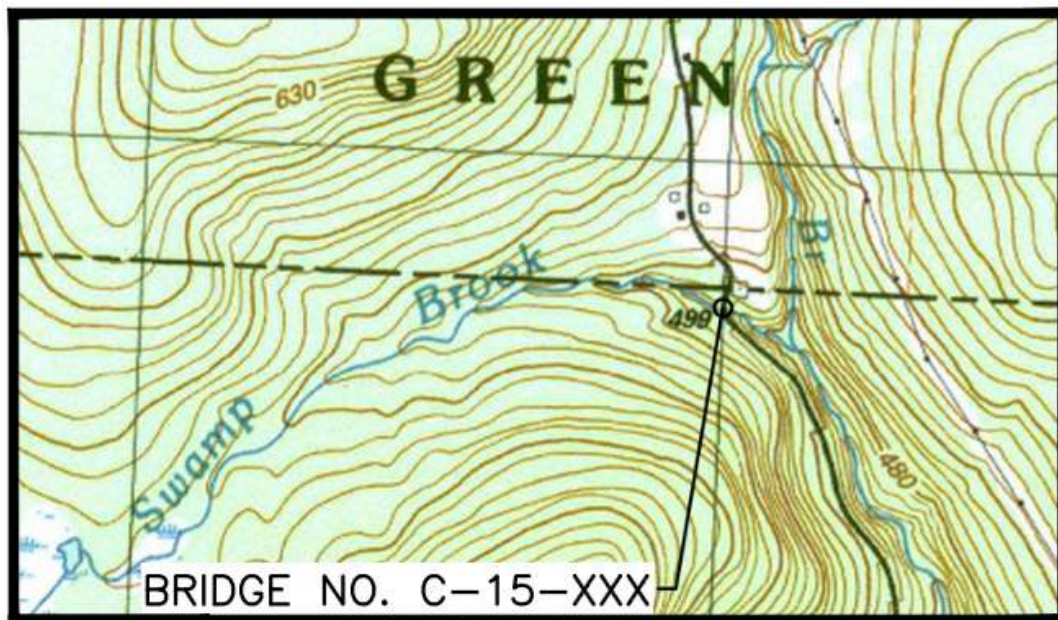
This soil and foundation engineering report has been prepared for this project by JDB Consulting Engineers, Inc. This report is for design purposes only and is not sufficient to prepare an accurate bid. Contractors wishing a copy of the report may secure it with the understanding that its scope is limited to design considerations only.

This report has been prepared for the exclusive use for specific application for the proposed West Road Bridge replacement over the Bear Swamp Brook in the town of Clarksburg, Massachusetts, in accordance with generally accepted soil and foundation engineering practices. No warranty, expressed or implied, is made.

Table 1
RECOMMENDED SOIL DESIGN PARAMETERS

Stratum	Total Unit Weight γ (pdf)	Effective Friction Angle ϕ (deg.)
Fine Silty Sand, Fine Course Gravel	120	30

Geotechnical Report
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LOCUS MAP
SCALE: 1"=1600 FT.

Geotechnical Report
West Road over Bear Swamp Brook
MassDOT Chapter 85 Bridge Project

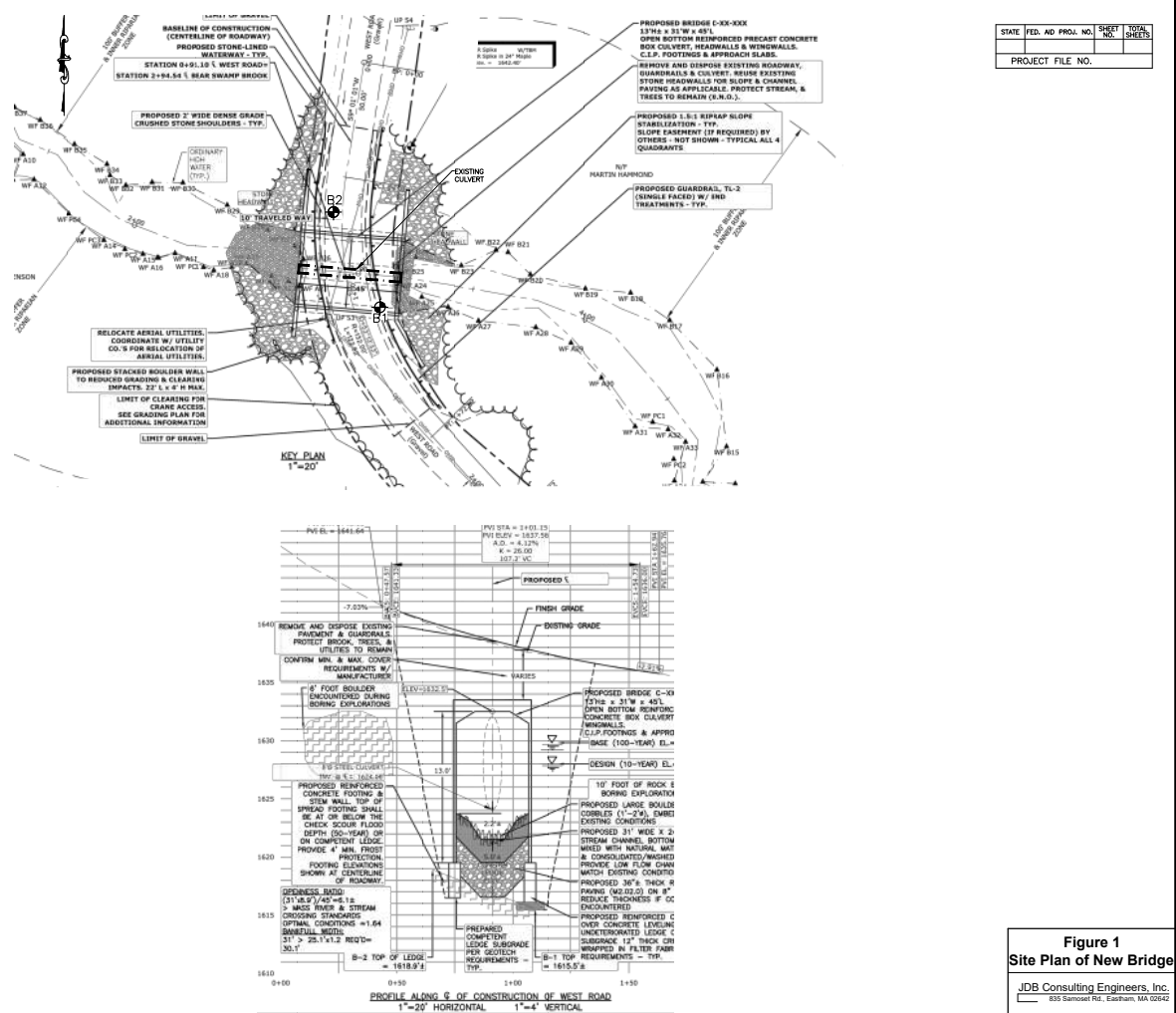


Figure 1

Geotechnical Report
West Road over Bear Swamp Brook
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BORING NOTES:

1. LOCATION OF BORINGS SHOWN ON THE PLAN THUS: 
2. BORINGS ARE TAKEN FOR PURPOSE OF DESIGN AND SHOW CONDITIONS AT BORING POINTS ONLY, BUT DO NOT NECESSARILY SHOW THE NATURE OF THE MATERIALS TO BE ENCOUNTERED DURING CONSTRUCTION.
3. WATER LEVELS SHOWN ON THE BORING LOGS WERE OBSERVED AT THE TIME OF TAKING BORINGS AND DO NOT NECESSARILY SHOW THE TRUE GROUND WATER LEVEL.
4. FIGURES IN COLUMNS INDICATE NUMBER OF BLOWS REQUIRED TO DRIVE A 1 1/2" I.D. SPLIT SPOON SAMPLER 6" USING A 140 POUND WEIGHT FALLING 30".

BORING B1
STATION: 1+04.92
OFFSET: 9.50' RIGHT
GROUND ELEVATION: 1,637.5'

5. BORING SAMPLES ARE STORED AT JDB CONSULTING ENGINEERS, INC. AT 835 SAMOSET ROAD IN EASTHAM, MA. THE CONTRACTOR MAY EXAMINE THE SOIL AND ROCK SAMPLES, IF APPLICABLE, BY CONTACTING JDB CONSULTING ENGINEERS, INC. AT (508) 255-1422
6. ALL BORINGS WERE MADE IN JUNE 2025.
7. BORINGS WERE MADE BY NEW ENGLAND BORING CONTRACTORS, INC.
8. THE NORTH AMERICAN VERTICAL DATUM (NAVD88) USED THROUGHOUT.

BORING B2
STATION: 2+04.59
OFFSET: 3.00' LEFT
GROUND ELEVATION: 1,639.7'

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS

BORING LOGS

JDB CONSULTING ENGINEERS, INC.		SUBSURFACE SOIL PROFILE LOG		SHEET: 1 OF 2	
835 SAMOSET ROAD • EASTHAM, MA		CLIENT: Town of Clarksburg		HOLE NO. B-1	
PROJECT NO. 02504-061-02		CLIENT PROJECT NO. Not Applicable		SURF. ELEV. 1637.0	
LOCATION: West Road Bridge, Clarksburg, MA		CONTRACTOR: N. E. Boring Contractors, Inc.		PROJECT NAME: West Road Bridge over Bear Swamp Brook	
DRILLER: Mike St. John					
GROUND WATER OBSERVATIONS		CASING		CORE BAR	
At: 14'-6" @ Completion		Type: HW S/S NQ		Start: 06.09.25	
At: after		Size I.D. 4" 1 3/8" 2"		Complete: 06.09.25	
Hammer Wt. 300 160		Boring Foreman: Mike St. John			
Hammer Fall 24" 30"		Inspector / Engineer: Joe Bianchi			
LOCATION OF BORING: Southern Boring: 11.00 ft. East C.L. West Rd. & 12.00' South C.L. Bear Swamp Brook					
Depth		Sample Depth		Blows per 6"	
No.		From To		on Sampler	
1		1'-3"		15 12 6 3	
2		3'-7"		6 7 6 7	
3		10'-13.4"		15 26 100	
4		15'-17"		21 80 28 50	
5		20'-22'-10"		10 180N	
6		22'-27"		22	
7		27'-32"		22	
8		32'-37"		22	
9		37'-42"		22	
10		42'-47"		22	
11		47'-52"		22	
12		52'-57"		22	
13		57'-62"		22	
14		62'-67"		22	
15		67'-72"		22	
16		72'-77"		22	
17		77'-82"		22	
18		82'-87"		22	
19		87'-92"		22	
20		92'-97"		22	
21		97'-102"		22	
22		102'-107"		22	
23		107'-112"		22	
24		112'-117"		22	
25		117'-122"		22	
26		122'-127"		22	
27		127'-132"		22	
28		132'-137"		22	
29		137'-142"		22	
30		142'-147"		22	
31		147'-152"		22	
32		152'-157"		22	
33		157'-162"		22	
34		162'-167"		22	
35		167'-172"		22	
36		172'-177"		22	
37		177'-182"		22	
38		182'-187"		22	
39		187'-192"		22	
40		192'-197"		22	
41		197'-202"		22	
42		202'-207"		22	
43		207'-212"		22	
44		212'-217"		22	
45		217'-222"		22	
46		222'-227"		22	
47		227'-232"		22	
48		232'-237"		22	
49		237'-242"		22	
50		242'-247"		22	
51		247'-252"		22	
52		252'-257"		22	
53		257'-262"		22	
54		262'-267"		22	
55		267'-272"		22	
56		272'-277"		22	
57		277'-282"		22	
58		282'-287"		22	
59		287'-292"		22	
60		292'-297"		22	
61		297'-302"		22	
62		302'-307"		22	
63		307'-312"		22	
64		312'-317"		22	
65		317'-322"		22	
66		322'-327"		22	
67		327'-332"		22	
68		332'-337"		22	
69		337'-342"		22	
70		342'-347"		22	
71		347'-352"		22	
72		352'-357"		22	
73		357'-362"		22	
74		362'-367"		22	
75		367'-372"		22	
76		372'-377"		22	
77		377'-382"		22	
78		382'-387"		22	
79		387'-392"		22	
80		392'-397"		22	
81		397'-402"		22	
82		402'-407"		22	
83		407'-412"		22	
84		412'-417"		22	
85		417'-422"		22	
86		422'-427"		22	
87		427'-432"		22	
88		432'-437"		22	
89		437'-442"		22	
90		442'-447"		22	
91		447'-452"		22	
92		452'-457"		22	
93		457'-462"		22	
94		462'-467"		22	
95		467'-472"		22	
96		472'-477"		22	
97		477'-482"		22	
98		482'-487"		22	
99		487'-492"		22	
100		492'-497"		22	
101		497'-502"		22	
102		502'-507"		22	
103		507'-512"		22	
104		512'-517"		22	
105		517'-522"		22	
106		522'-527"		22	
107		527'-532"		22	
108		532'-537"		22	
109		537'-542"		22	
110		542'-547"		22	
111		547'-552"		22	
112		552'-557"		22	
113		557'-562"		22	
114		562'-567"		22	
115		567'-572"		22	
116		572'-577"		22	
117		577'-582"		22	
118		582'-587"		22	
119		587'-592"		22	
120		592'-597"		22	
121		597'-602"		22	
122		602'-607"		22	
123		607'-612"		22	
124		612'-617"		22	
125		617'-622"		22	
126		622'-627"		22	
127		627'-632"		22	
128		632'-637"		22	
129		637'-642"		22	
130		642'-647"		22	
131		647'-652"		22	
132		652'-657"		22	
133		657'-662"		22	
134		662'-667"		22	
135		667'-672"		22	
136		672'-677"		22	
137		677'-682"		22	
138		682'-687"		22	
139		687'-692"		22	
140		692'-697"		22	
141		697'-702"		22	
142		702'-707"		22	
143		707'-712"		22	
144		712'-717"		22	
145		717'-722"		22	
146		722'-727"		22	
147		727'-732"		22	
148		732'-737"		22	
149		737'-742"		22	
150		742'-747"		22	
151		747'-752"		22	
152		752'-757"		22	
153		757'-762"		22	
154		762'-767"		22	
155		767'-772"		22	
156		772'-777"		22	
157		777'-782"		22	
158		782'-787"		22	
159		787'-792"		22	
160		792'-797"		22	
161		797'-802"		22	
162		802'-807"		22	
163		807'-812"		22	
164		812'-817"		22	
165		817'-822"		22	
166		822'-827"		22	
167		827'-832"		22	
168		832'-837"		22	
169		837'-842"		22	
170		842'-847"		22	
171		847'-852"		22	
172		852'-857"		22	
173		857'-862"		22	
174		862'-867"		22	
175		867'-872"		22	
176		872'-877"		22	
177		877'-882"		22	
178		882'-887"		22	
179		887'-892"		22	
180		892'-897"		22	
181		897'-902"		22	
182		902'-907"		22	
183		907'-912"		22	
184		912'-917"		22	
185		917'-922"		22	
186		922'-927"		22	
187		927'-932"		22	
188		932'-937"		22	
189		937'-942"		22	
190		942'-947"		22	
191		947'-952"		22	
192		952'-957"		22	
193		957'-962"		22	
194		962'-967"		22	
195		967'-972"		22	
196		972'-977"		22	
197		977'-982"		22	
198		982'-987"		22	
199		987'-992"		22	
200		992'-997"		22	
201		997'-1002"		22	
202		1002'-1007"		22	
203		1007'-1012"		22	
204		1012'-1017"		22	
205		1017'-1022"		22	
206		1022'-1027"		22	
207		1027'-1032"		22	
208		1032'-1037"		22	
209		1037'-1042"		22	
210		1042'-1047"		22	
211		1047'-1052"		22	
212		1052'-1057"		22	
213		1057'-1062"		22	
214		1062'-1067"		22	
215		1067'-1072"		22	
216		1072'-1077"		22	
217		1077'-1082"		22	
218		1082'-1087"		22	
219		1087'-1092"		22	
220		1092'-1097"		22	
221		1097'-1102"		22	
222		1102'-1107"		22	
223		1107'-1112"		22	
224		1112'-1117"		22	
225		1117'-1122"		22	
226		1122'-1127"		22	
227		1127'-1132"		22	
228		1132'-1137"		22	
229		1137'-1142"		22	
230		1142'-1147"		22	
231		1147'-1152"		22	
232		1152'-1157"		22	
233		1157'-1162"		22	
234		1162'-1167"		22	
235		1167'-1172"		22	
236		1172'-1177"		22	
237		1177'-1182"		22	
238		1182'-1187"		22	
239		1187'-1192"		22	
240		1192'-1197"		22	
241		1197'-1202"		22	
242		1202'-1207"		22	
243		1207'-1212"		22	
244		1212'-1217"		22	
245		1217'-1222"		22	
246		1222'-1227"		22	
247		1227'-1232"		22	
248		1232'-1237"		22	
249		1237'-1242"		22	
250		1242'-1247"		22	
251		1247'-1252"		22	
252		1252'-1257"		22	
253		1257'-1262"		22	
254		1262'-1267"		22	
255		1267'-1272"		22	
256		1272'-1277"		22	
257		1277'-1282"		22	
258		1282'-1287"		22	
259		1287'-1292"		22	
260		1292'-1297"		22	
261		1297'-1302"		22	
262		1302'-1307"		22	
263		1307'-1312"		22	
264		1312'-1317"		22	
265		1317'-1322"		22	
266		1322'-1327"		22	
267		1327'-1332"		22	
268		1332'-1337"		22	
269		1337'-1342"		22	
270		1342'-1347"		22	
271		1347'-1352"		22	
272		1352'-1357"		22	

Geotechnical Report

West Road over Bear Swamp Brook

MassDOT Chapter 85 Bridge Project

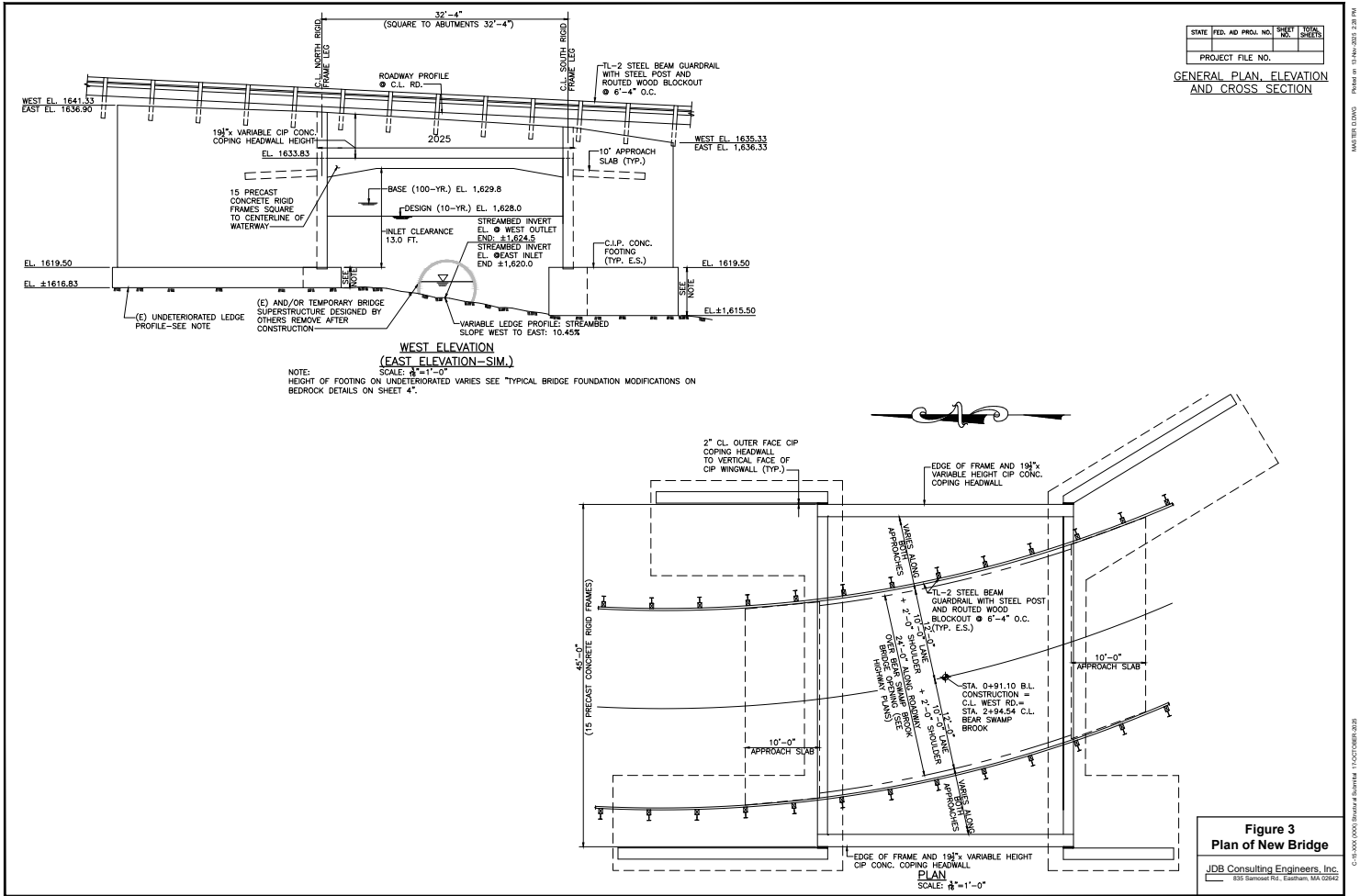


Figure 3

Geotechnical Report
West Road over Bear Swamp Brook
MassDOT Chapter 85 Bridge Project

APPENDIX A

Boring Logs

PROJECT NO. 02504-061-02 CLIENT: Town of Clarksburg
LOCATION: West Road Bridge, Clarksburg, MA CLIENT PROJECT NO. Not Applicable
CONTRACTOR: N. E. Boring Contractors, Inc. PROJECT NAME: West Road Bridge over Bear Swamp Brook
DRILLER: Mike St. John

HOLE NO. B-1
SURF. ELEV. 1637.0

GROUND WATER OBSERVATIONS		CASING	SAMPLER	CORE BAR	DATE	
At: <u>14'-6" @ Completion</u>	Hours	Type <u>HW</u>	<u>S/S</u>	<u>NQ</u>	Start	<u>06.09.25</u>
At: _____	after _____ Hours	Size I.D. <u>4"</u>	<u>1 3/8</u>	<u>2"</u>	Complete	<u>06.09.25</u>
		Hammer Wt. <u>300</u>	<u>140</u>		Boring Foreman	<u>Mike St. John</u>
		Hammer Fall <u>24"</u>	<u>30"</u>		Inspector / Engineer	<u>Joe Bianchi</u>

LOCATION OF BORING Southern Boring: 11.00 ft. East C.L. West Rd. & 12.00' South C.L. Bear Swamp Brook

Depth	No.	Sample Depths From - To	Blows per 6" on Sampler				Moisture Density or Consistency	Strata Change Elev. / Depth	SOIL OR ROCK IDENTIFICATION Remarks include color, gradation, type of soil etc. Rock-color, type, condition, hardness, drilling time, seams, etc.	SAMPLE		
			From	To	0-6	6-12	12-18	18-24		No.	Pen.	Rec.
5'	1	1 - 3'	13	12	8	9			Br. F.C. Sand, Some F.C. Gravel, Little Silt, Some Cobbles and Boulders			12"
	2	5' - 7'	6	7	6	7						10"
10'	3	10' - 11-6'	15	25	100							9"
	4	15' - 17'	21	80	28	50						10"
20'	5	20' - 20'-10"	10	100/4"								7"
25'												
30'												
35'												
									Cored Run #1 @ 22' - 27' Rec. 52" Cored: 22'-27' Granite			
									Cored Run #2 @ 27' - 32' Rec. 50" Cored: 27'-32' Granite			
									EOB @ 32' Water @ 14'-6"			

GROUND SURFACE TO 32' USED HW CASING: THEN Revert S/S

Sample Type D = Drive C = Cored W = Washed UP = Fixed Piston UT = Shelby Tube TP = Test Pit A = Auger OE = Open End Rod	Proportions Used trace 0 to 10% little 10 to 20% some 20 to 35% and 35 to 50%	140 lb. Wt. fall on 2" O.D. Sampler				SUMMARY: Earth Boring <u>1'-22'</u> Rock Coring <u>22'-32'</u> Samples _____
		Cohesionless	Density	Cohesive	Consistency	
		0 - 10	Loose	0 - 4	Soft 30 + Hard	
		10 - 30	Med. Dense	4 - 8	M./Stiff	
		30 - 50	Dense	8 - 15	Stiff	

HOLE NO. B-1

JDB CONSULTING ENGINEERS, INC.

835 SAMOSET ROAD • EASTHAM, MA

SUBSURFACE SOIL PROFILE LOG

SHEET: 2 OF 2

PROJECT NO. 02504-061-02

CLIENT: Town of Clarksburg

HOLE NO. B-2

LOCATION: West Road Bridge, Clarksburg, MA

CLIENT PROJECT NO. Not Applicable

SURF. ELEV. 1740.0

CONTRACTOR: N. E. Boring Contractors, Inc.

PROJECT NAME: West Road Bridge over Bear Swamp Brook

DRILLER: Mike St. John

GROUND WATER OBSERVATIONS		CASING	SAMPLER	CORE BAR	DATE	
At: <u>14'-0" @ Completion</u>	Hours	Type <u>HW</u>	<u>S/S</u>	<u>NQ</u>	Start	<u>06.10.25</u>
At: _____	after _____ Hours	Size I.D. <u>4"</u>	<u>1 3/8</u>	<u>2"</u>	Complete	<u>06.10.25</u>
		Hammer Wt. <u>300</u>	<u>140</u>		Boring Foreman	<u>Mike St. John</u>
		Hammer Fall <u>24"</u>	<u>30"</u>		Inspector / Engineer	<u>Joe Bianchi</u>

LOCATION OF BORING Northern Boring: 8.00 ft. West C.L. West Rd. & 25.00' North C.L. Bear Swamp Brook

Depth	No.	Sample Depths From - To	Blows per 6" on Sampler				Moisture Density or Consistency	Strata Change Elev. / Depth	SOIL OR ROCK IDENTIFICATION Remarks include color, gradation, type of soil etc. Rock-color, type, condition, hardness, drilling time, seams, etc.	SAMPLE		
			From			To				No.	Pen.	Rec.
	1	1 - 3'	14	15	22	11						12"
5'	2	5' - 7'	8	13	15	27						14"
10'	3	10' - 11'	29	100								6"
15'	4	15' - 15'-3"	100/3"									3"
20'												
25'												
30'												
35'												

GROUND SURFACE TO 33' USED HW CASING: THEN Revert S/S

Sample Type D = Drive C = Cored W = Washed UP = Fixed Piston UT = Shelby Tube TP = Test Pit A = Auger OE = Open End Rod	Proportions Used trace 0 to 10% little 10 to 20% some 20 to 35% and 35 to 50%	140 lb. Wt. fall on 2" O.D. Sampler				SUMMARY: Earth Boring <u>1'-21"</u> Rock Coring <u>21'-33'</u> Samples _____
		Cohesionless	Density	Cohesive	Consistency	
		0 - 10	Loose	0 - 4	Soft 30 + Hard	
		10 - 30	Med. Dense	4 - 8	M./Stiff	
		30 - 50	Dense	8 - 15	Stiff	

HOLE NO. B-2

Geotechnical Report
West Road over Bear Swamp Brook
MassDOT Chapter 85 Bridge Project

APPENDIX B

Calculations

TABLE 4.11.4.1.4-1 Presumptive Allowable Bearing Pressures for Spread Footing Foundations
Modified after U.S. Department of the Navy, 1982

Type of Bearing Material	Consistency in Place	Allowable Bearing Pressure (tsf)	
		Ordinary Range	Recommended Value for Use
Massive crystalline igneous and metamorphic rock: graphite, diorite, basalt, gneiss, thoroughly cemented conglomerate (sound condition allows minor cracks)	Very hard, sound rock	60 to 100	80
Foliated metamorphic rock: slate, schist (sound condition allows minor cracks)	Hard sound rock	30 to 40	35
Sedimentary rock: hard cemented shales, siltstone, sandstone, limestone without cavities	Hard sound rock	15 to 25	20
Weathered or broken bedrock of any kind except highly argillaceous rock (shale)	Medium hard rock	8 to 12	10
Compaction shale or other highly argillaceous rock in sound condition	Medium hard rock	8 to 12	10
Well-graded mixture of fine- and coarse-grained soil: glacial till, hardpan, boulder clay (GW-GC, GC, SC)	Very dense	8 to 12	10
Gravel, gravel-sand mixtures, boulder-gravel mixtures (GW, GP, SW, SP)	Very dense	6 to 10	7
	Medium dense to dense	4 to 7	5
	Loose	2 to 6	3
Coarse to medium sand, sand with little gravel (SW, SP)	Very dense	4 to 6	4
	Medium dense to dense	2 to 4	3
	Loose	1 to 3	1.5
Fine to medium sand, silty or clayey medium to coarse sand (SW, SM, SC)	Very dense	3 to 5	3
	Medium dense to dense	2 to 4	2.5
	Loose	1 to 2	1.5
Fine sand, silty or clayey medium to fine sand (SP, SM, SC)	Very dense	3 to 5	3
	Medium dense to dense	2 to 4	2.5
	Loose	1 to 2	1.5
Homogeneous inorganic clay, sandy or silty clay (CL, CH)	Very stiff to hard	3 to 6	4
	Medium stiff to stiff	1 to 3	2
	Soft	0.5 to 1	0.5
Inorganic silt, sandy or clayey silt, varved silt-clay-fine sand (ML, MH)	Very stiff to hard	2 to 4	3
	Medium stiff to stiff	1 to 3	1.5
	Soft	0.5 to 1	0.5



2026 00001091

Bk: 1911 Pg: 999 Doc: ORD NB

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Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

134-0061

MassDEP File #

1948767

eDEP Transaction #

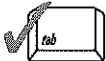
Clarksburg

City/Town

A. General Information

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

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



1. From: Clarksburg
Conservation Commission

2. This issuance is for (check one):
 a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

Ron

Boucher

a. First Name

b. Last Name

Town of Clarksburg Administrator

c. Organization

111 River Road

d. Mailing Address

Clarksburg

MA

01247

e. City/Town

f. State

g. Zip Code

4. Property Owner (if different from applicant):

a. First Name

b. Last Name

Town of Clarksburg

c. Organization

111 River Road

d. Mailing Address

Clarksburg

MA

01247

e. City/Town

f. State

g. Zip Code

5. Project Location:

West Road (near VT state line)

Clarksburg

a. Street Address

b. City/Town

N/A

N/A

c. Assessors Map/Plat Number

d. Parcel/Lot Number

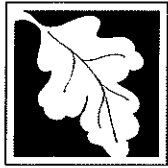
Latitude and Longitude, if known:

42 d 44 m 33.8 s

73 d 07 m 7.1 s

d. Latitude

e. Longitude



Massachusetts Department of Environmental Protection
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A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
 Northern Berkshire
- | | |
|-----------|--|
| a. County | b. Certificate Number (if registered land) |
| c. Book | d. Page |
7. Dates: 11/17/2025 1/28/2026 1/28/2026
 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):
 Proposed Bridge, Clarksburg, West Road over Bear Swamp Brook (6 sheets)
- | | |
|---|---------------------------------------|
| a. Plan Title | c. Signed and Stamped by |
| Foresight Land Services | 1"=20' (horizontal), 1"=4' (vertical) |
| b. Prepared By | e. Scale |
| 10/27/2025 | |
| d. Final Revision Date | 10/27/2025 |
| Wetland Temporary Alteration & Replication Plan | g. Date |
| f. Additional Plan or Document Title | |

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

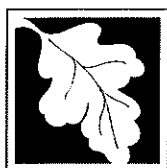
Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). 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
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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	160 a. linear feet	b. linear feet	160 c. linear feet	d. linear feet
5. ☐ Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. ☒ Land Under Waterbodies and Waterways	630 a. square feet e. c/y dredged	b. square feet f. c/y dredged	630 c. square feet	d. square feet
7. ☐ Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. ☐ Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. ☒ Riverfront Area	8220 a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	8220 c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	0 g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

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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	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
12. ☐ Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. ☐ Coastal Beaches	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
14. ☐ Coastal Dunes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
15. ☐ Coastal Banks	<u> </u> a. linear feet	<u> </u> b. linear feet		
16. ☐ Rocky Intertidal Shores	<u> </u> a. square feet	<u> </u> b. square feet		
17. ☐ Salt Marshes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
18. ☐ Land Under Salt Ponds	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
19. ☐ Land Containing Shellfish	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> 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			
	<u> </u> a. c/y dredged	<u> </u> b. c/y dredged		
21. ☐ Land Subject to Coastal Storm Flowage	<u> </u> a. square feet	<u> </u> b. square feet		
22. ☐ 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



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

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 Clarksburg
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B. Findings (cont.)

* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

24. ☒ Stream Crossing(s):

0

1

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - 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
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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 134-0061 "
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.



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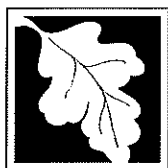
City/Town

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;



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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 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

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



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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):

Routine inspections of sedimentation controls. Notification of dewatering prior to commencing work.

- 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.



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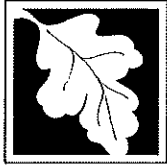
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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☐ Yes ☒ No
2. The _____ hereby finds (check one that applies):
Conservation Commission
- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:
- _____
1. Municipal Ordinance or Bylaw
2. Citation
- Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.
- b. ☐ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:
- _____
1. Municipal Ordinance or Bylaw
2. Citation
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
- The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

134-0061

MassDEP File #

1948767

eDEP Transaction #

Clarksburg

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.

1/28/2026

1. Date of Issuance

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

2

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signature

Clebe W Scott

Printed Name

Signature

James P Brandon

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

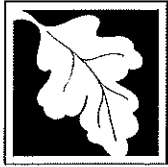
Printed Name

☐ by hand delivery on

☒ by certified mail, return receipt requested, on

Date

Date



Massachusetts Department of Environmental Protection
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F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

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

To:

Conservation Commission

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

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

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

END OF DOCUMENT
 Northern Berkshire Registry of Deeds



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 _____

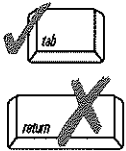
Zip Code _____

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

DEP File Number: _____

**Request for Departmental Action Fee
Transmittal Form**

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.