

TOWN OF BREWSTER, MASSACHUSETTS
CONTRACT DOCUMENTS
FOR
PAINES CREEK CULVERT & BANK STABILIZATION

(PROJECT)

September 2026

(DATE)

Town of Brewster
Brewster Town Hall
2198 Main Street
Brewster, MA 02631

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SECTION 00020: INVITATION FOR BIDS

Sealed bids for furnishing stabilization of the area around an existing culvert at the mouth of Paines Creek through the use of on-site boulders and articulated concrete block mats and all work incidental thereto will be received at the Office of the Town Manager, Brewster Town Hall, 2198 Main St., Brewster, MA 02631 until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms may be obtained at the Office of the Town Manager Monday through Friday between 8:30 a.m. and 4:00 p.m or on our website:
<https://www.brewster-ma.gov/234/Procurement-Services>

Bids will be opened in the Office of the Town Manager on Thursday November 5, 2026 at 11:00am. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

Pre-Bid Conference and Site Visit will be held at 0 Paines Creek Road, Town Landing, on Tuesday October 6, 2026 at 10:00 a.m. It is imperative that all prospective bidders have a representative in attendance.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive. Federal prevailing wage rates also apply and the higher of either the state or Federal rate must be paid.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

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

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Brewster
By: Peter Lombardi, Town Manager

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Brewster, Massachusetts, herein called the Owner, acting by and through its Town Manager, will receive sealed Bids for the project known as the Paines Creek Culvert and Bank Stabilization Project.

General bids shall be addressed to the Office of the Town Manager, Brewster Town Hall, 2198 Main St. Brewster, MA 02631 and endorsed "Bid for Paines Creek Culvert and Bank Stabilization" (Project) will be received at the Office of the Town Manager until 11:00 a.m. prevailing time, Thursday November 5, 2026 at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The Work consists of stabilizing the area around an existing culvert at the mouth of Paines Creek through the use of on-site boulders and articulated concrete block mats and all work incidental thereto, in accordance with the Specifications and construction plans attached hereto.

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

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

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

3. Preparation of Bid

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

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

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

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

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

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be e-mailed or mailed to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

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

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

7. Conditions of Work

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

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to Donna J. Kalinick, Procurement Officer, dkalinick@brewster-ma.gov to be given consideration must be received by 4pm on Wednesday October 28, 2026. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be posted on our procurement website: <https://www.brewster-ma.gov/234/Procurement-Services>

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

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

11. Laws and Regulations

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

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

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

14. Information Not Guaranteed

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

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

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will

be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding. This Contract is subject to adequate financial appropriations in accordance with General Laws, Chapter 44, Section 31C for the project advertised. No order to the CONTRACTOR for a change in or addition to the Work, whether in the form of a drawing, plan, detail, or any other written instruction shall be deemed to have been given until the Brewster Town Accountant has certified thereon that an appropriation in the amount of such order is available therefore, unless it is a change order which the CONTRACTOR is willing to perform without any increase in the contract price.

20. Statutes Regulating Competitive Bidding

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

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project (see Appendix A). It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract. Federal prevailing wage rates also apply and the higher of either the state or Federal rate must be paid (see Appendix A).

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and the Town of Brewster and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

25. PROJECT MANAGER

The Owner may utilize the services of a project manager, whose duties shall be as set forth in an Agreement for Project Manager Services.

26. BUILD AMERICA, BUY AMERICA ACT

The Project will be subject to the Buy America Sourcing requirements under the Build America, Buy America Act (BABA) requirements of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917).

It is the contractor's responsibility to ensure the BABA compliance requirements are met. At a minimum, letters from the manufacturers for each applicable material and product are to be provided for compliance. It is noted that depending on the costs of incidental fastenings and minor components, general waivers may apply for those materials.

See: <https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/build-america-buy-america-baba-act/waiver-status> for further information.

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

(____) a corporation, organized and existing under the laws of the state of

(____) a partnership

(____) a joint venture

(____) an individual
doing business as _____

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

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as _____, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project by March 1, 2027. The Bidder further agrees to pay as liquidated damages the sum of (\$1,000.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) The Bidder agrees to perform the bid work described in the specifications and shown on the design plans for the lump sum Bid contract price shown below.
Bids must comply with the Buy America Sourcing requirements described in Supplemental Conditions § SC 4.1.

Total Bid Price:

1. Determination of the apparent low bidder shall be based on the Total Base Bid Price.
2. All mathematical errors will be corrected.
3. Discrepancies between the words and figures will be resolved in favor of the words.

Price Bid in Words	Price Bid in Numerals
BASE BID: CULVERT AND BANK STABILIZATION USING POLYCARBONATE CABLED ACB BLOCKS	
The lump sum bid of: _____ Dollars and _____ Cent The Base Bid includes stabilization of the area around an existing culvert at the mouth of Paines Creek through the use of on-site boulders and articulated concrete block mats, and all work incidental thereto, in accordance with the Specifications and construction plans attached hereto. The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.	\$

Total Base Bid Price (in words)

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

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

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

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

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

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

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

(attach supplementary list if necessary)

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

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

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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

The undersigned bidder hereby certifies, under 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.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number & Email)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) 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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract 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.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00500

DRAFT AGREEMENT

THIS AGREEMENT, made this _____ day of _____,
20____, by and between the party of the first part, the Town of Brewster, hereinafter called
"OWNER," acting herein through its Town Manager, and the party of the second part,
_____ doing business as *(an individual) (a
partnership) (a joint venture) (a corporation) located in the (Town) of _____, County
of _____, and State of _____, hereinafter called
"CONTRACTOR."

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

hereinafter called the project, for the sum of _____
_____ Dollars
(\$_____) and all extra work in connection therewith, under the terms as stated in
the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the
materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other
accessories and services necessary to complete the said project in accordance with the conditions
and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL
CONDITIONS, Section 00750 SUPPLEMENTARY GENERAL CONDITIONS and Section
00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates,
blue prints, and the specifications and Contract Documents as prepared by the Owner.

*Strike out inapplicable term.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project by March 1, 2027.

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,000.00. for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Section 00700 GENERAL CONDITIONS.

The Town encourages the use of MBE/WMBE participation for all contracts. The CONTRACTOR agrees to take all affirmative steps necessary to participate. The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

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

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL CONDITIONS as amended by the supplementary general conditions, and to make payments on account thereof as provided in Section 00700 GENERAL CONDITIONS.

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

AGREED:

Town of Brewster, Massachusetts
(Owner)

By _____

(Name)

Town Manager/CPO
(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By: KP LAW
(Owner's Counsel)

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 Manager has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

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

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

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (4) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (5) 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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (6) All employees to be employed in the work subject to this contract 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.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00610

PERFORMANCE BOND

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

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

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

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called
"Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

ATTEST:

_____		_____
		Principal
_____	By	_____
(Principal Secretary)		_____

		(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

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

		(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

(Address-Zip Code)

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

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

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

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

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

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

ATTEST:

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

_____ (SEAL)		_____ (Address-Zip Code)
Witness as to Surety		

(Address-Zip Code)		

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

SECTION 00700

GENERAL CONDITIONS

Insert AIA Document A201 (2017 edition)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00800
SUPPLEMENTAL CONDITIONS

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SUPPLEMENTARY CONDITIONS

Amending the General Conditions of the Contract for Construction
AIA Document A201 (2017 edition)

I. SUPPLEMENTARY CONDITIONS

The following addendum supplements, modifies, deletes and/or adds to the General Conditions. Where any Article, Paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph, or Subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

II. MODIFICATIONS TO VARIOUS ARTICLES OF THE AIA CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

- 1.1.1 In the first sentence, delete “are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and” after “The Contract Documents”.

Insert “between the Owner and Contractor (hereinafter the Agreement)” after “consist of the Agreement”.

In the last sentence:

Delete “Unless specifically enumerated in the Agreement”.

Delete “not” after “Contract Documents do”.

Delete “other” after “sample forms,”.

Delete “or” after “or proposal,” and insert “and”.

Delete “bidding or proposal requirements” after “relating to” and insert “those documents.”

- 1.1.8 Delete “Claims” and insert “claims”.

Delete “and shall not be liable for results of interpretations or decision rendered in good faith.”.

- 1.2.1.2 Add to the end of the sub-section:

All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

1.2.1 Add to the end of the sentence:

, except that the performance of filed sub-trade work shall comply with the provisions of chapter 149 of the General Laws of the Commonwealth of Massachusetts. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

1.2.4 Add the following new sub-sections 1.2.4 to 1.2.11 as follows:

-1.2.11

§ 1.2.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.6 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.8 The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the Mechanical, Electrical and Fire Protection installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding

sentence. A copy of the drawings shall be submitted to the Architect, and the Contractor shall revise and resubmit the drawings if so directed by the Architect.

§ 1.2.9 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in subparagraph 3.2.5 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.

§ 1.2.10 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architects in the design of the Project or Work. The Owner does not hold out such information to the Contractor as a completely accurate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in subparagraph 3.7.4.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified. Owner provided drawings showing existing conditions or construction are based on available documents and are not guaranteed to show actual existing conditions.

1.5.1 Delete 1.5.1 and replace as follows:

§ 1.5.1 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

1.8 Delete “using or relying party’s” in Section 1.8 and replace with “Contractor’s”

ARTICLE 2 OWNER

2.1.2 Delete sub-section 2.1.2.

2.2.1 - Delete subsections 2.2.1 through 2.2.4
2.2.4

2.3.5 Delete the last sentence.

2.3.6 Add to the end of the sub-section as follows:

All additional copies will be furnished upon request at the cost of reproduction.

- 2.4 Delete from the last sentence “, except to the extent required by Section 6.1.3” and add as follows:

The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner. The Contractor shall remain responsible for maintaining the progress of the Work and shall not be entitled to any increase in the Contract Sum or Contract Time. The Contractor shall be responsible for all costs incurred by the Owner attributable to such an order to stop the Work.

- 2.5 Add to the end of the section as follows:

The rights of the Owner hereunder are in addition to any other rights set forth in the Contract Documents or available at law or in equity.

ARTICLE 3 CONTRACTOR

- 3.2.1 Delete “generally” after “the site, become”.

Add to the end of the sub-section as follows:

The Contractor shall not be entitled to any change in the Contract Time or Contract Sum on account of its failure, or that of any Subcontractor, to comply with the foregoing requirements.

- 3.2.2 Delete the beginning of the second sentence as follows:

These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however,

Delete the last sentence and replace as follows:

If the Contractor performs any construction activity that it knows or should know involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear responsibility for the costs of any required correction.

- 3.2.3 Delete “not” after “Contractor is”.

Delete “, but” after “public authorities” and create new sentence beginning with “The Contractor shall promptly”.

- 3.2.4 Delete “claims” after “the Contractor shall submit” and insert “a claim”.

Delete the last sentence.

- 3.2.5 Add new sub-section 3.2.5 as follows:

§ 3.2.5 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

3.3.1 Add to the end of the first sentence as follows:

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 adequately staff the Project to properly and thoroughly manage, schedule and supervise all construction activities.

3.3.2 Add the last sentence as follows:

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.

3.4.3 Add to the end of the second sentence as follows:

, and the Contractor shall ensure that all workers to be employed on the Project have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) of at least 10 hours. The Contractor shall be responsible for maintaining all safety precautions at and around the Project site. On the Owner's request, the Contractor shall permanently remove from the Project site any employee of the Contractor or any Subcontractor who fails to comply with the requirements of the Contract Documents or whose presence or behavior is deemed by the Owner to be adverse to the success of the Project or the Owner's interests.

3.5 Add to the end of the first sentence as follows:

and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements.

Delete the second to last sentence.

3.5.3 Add new sub-sections 3.5.3 to 3.5.9 as follows:
-3.5.9

§ 3.5.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other

evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

§ 3.5.4 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval and request approval of the deviation.

The Architect shall judge the design and appearance of proposed substitutes, and may refuse to approve any substitute which, in the Architect's opinion, would be out of character or otherwise inconsistent with the character or quality of design of the Project.

§ 3.5.5 In informing the Architect of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable in accordance with the Contract Documents. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

§ 3.5.6 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

§ 3.5.7 The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.8 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§ 3.5.9 The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Owner, promptly correct defective Work or Work not in accordance with the Contract Documents.

3.6.1 Add new sub-section 3.6.1 as follows:

§ 3.6.1 The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number will be provided by the Awarding Authority to the Contractor.

3.7.2 Add to the end of the sub-section as follows:

If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed and shall comply with any instructions or corrections ordered by the public authority.

3.7.3 Delete “knowing it” after “performs Work” and replace with “it knows or should know”.

3.7.4 Delete sub-section 3.7.4 and replace as follows:

§ 3.7.4 Concealed or Unknown Conditions. Claims for concealed or unknown conditions shall be governed by Chapter 30, Section 39N of the General Laws of the Commonwealth of Massachusetts, as amended.

3.7.5 Delete second and last sentences.

3.8 Delete section 3.8 in its entirety.

3.9.1 In the first sentence:

Insert “, in accordance with the Contract Documents,” after “shall employ”.

Insert “at all times” after “the Project site”.

3.9.4 Add new sub-sections 3.9.4 and 3.9.5 as follows:

-3.9.5

§ 3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 3.9.5 The Contractor shall arrange for and attend job meetings with the Architect and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and

manpower. Any notices required under the Contract may be served on such representatives.

- 3.10.1 In the first sentence delete “promptly” after “The Contractor” and replace with “within twenty (20) days”.

In the second sentence, insert “or as requested by the Architect” after “conditions of the Work and Project”.

Add to the end of the sub-section as follows:

The construction schedule shall be in such form and contain such information as the Architect and Owner require. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor’s schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

- 3.10.3 Add to the end of the sub-section as follows:

The Contractor’s compliance with the construction schedule is a material obligation of the Contract.

- 3.10.4 Add new sub-sections 3.10.4, 3.10.5, and 3.10.6 as follows:

-3.10.6

§ 3.10.4 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The construction schedule shall be updated every month (or more frequently if requested by the Owner) to reflect actual conditions (such updates are sometimes referred to in these General Conditions as “progress reports”). In the event any progress report indicates delays in achievement of any milestone date set forth in such schedule, the Contractor shall propose in written form an affirmative plan (the “Recovery Schedule”) to correct the delay, including overtime and/or additional labor, if necessary, which Recovery Schedule shall indicate the date by which the progress of the Work will comply with the construction schedule, and shall be subject to the approval of the Owner and the Architect. In no event shall any progress report or Recovery Schedule constitute an adjustment in the construction schedule, Contract Time or any milestone date unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 In the event (i) that the performance of the Work, as of a milestone date, has not progressed or reached the level of completion required by the construction schedule, and (ii) the progress of the Work is not brought back into compliance with the construction schedule on the date proposed by the Recovery Schedule, or the Contractor otherwise fails to comply with the Recovery Schedule, the Owner

shall have the right to order the Contractor to take corrective measures to expedite the progress of the Work, including, without limitation, (1) supplying additional manpower, equipment, and facilities, (2) working additional shifts or overtime, (3) working additional days, and (4) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents.

§ 3.10.6 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by the Owner under or pursuant to Section 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to Section 3.10.5 as frequently as reasonably necessary to ensure that the Contractor's performance of the Work complies with the milestone dates set forth in the construction schedule.

3.12.6 Add to the end of the sub-section as follows:

By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.10 Add to the end of the last sentence as follows:

, except as provided in Section 3.2.

3.12.10.2 Add to the end of subsection 3.12.10.2 the following:

When professional certification of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make an independent examination with respect to the performance of such materials, systems or equipment.

3.13 Add to the end of the section as follows:

The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Owner shall not be liable to the Contractor, the Subcontractors, their employees, or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

3.15.1 Add “site” to the end of the second sentence.

3.15.2 Add to the end of the sentence as follows:

, and may deduct all costs thereof from any payment due the Contractor.

3.16 Insert “, Owner’s representatives” after “provide the Owner”.

3.18.1 Delete the first sentence and replace as follows:

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, including claims, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the Work, caused in whole or in part by the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations, including those of indemnity, which would otherwise exist as to a party or person described in this section.

ARTICLE 4 ARCHITECT

4.1.2 In the first sentence delete “, Contractor” after “consent of the Owner”.

In the second sentence insert “of the Owner” after “Consent”.

4.1.3 Delete sub-section 4.1.3.

4.2.3 In the first sentence delete “reasonably” after “will keep the Owner”.

4.2.4 Delete the second sentence.

4.2.10 Delete sub-section 4.2.10.

4.2.11 Add to the end of the sub-section as follows:

The parties agree that the Architect’s duties under this subparagraph shall be governed by Chapter 30, Section 39P of the General Laws of the Commonwealth of Massachusetts, as amended.

4.2.12 Delete the second sentence.

ARTICLE 5 SUBCONTRACTORS

5.2.1 Delete the last sentence.

5.2.2 In the second sentence insert “and legally permissible” after “has made reasonable”.

5.2.3 Delete the last two sentences and replace as follows:

No increase in the Contract Sum or Contract Time shall be allowed for such change.

5.2.4 Add to the end of the sub-section as follows:

The applicable provisions of Chapter 149, Section 44F of the General Laws of the Commonwealth of Massachusetts shall apply to filed sub-bid subcontractors.

5.4.1 In sub-heading .1 delete “Section 14.2” and replace with “Article 14”.

Add new sub-heading .3 as follows:

.3 The Owner may further assign the subcontract to a successor contractor or other entity.

Delete last sentence of sub-section.

5.4.2 Delete sub-sections 5.4.2 and 5.4.3.

-5.4.3

ARTICLE 6 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1.1 At the end of the second sentence delete “including those provisions of the Conditions under the Contract related to insurance and waiver of subrogation”.

6.1.4 Delete sub-section 6.1.4 and replace as follows:

§ 6.1.4 The Owner reserves the right to enter any part of the Project site at any time to inspect the Work or to perform other work with its own forces or separate contractors, or to address any emergency situation. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner’s contractors have delayed or damaged the Contractor’s Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

6.2.2 Delete the last sentence.

6.2.3 Delete the last sentence.

6.2.5 Delete sub-section 6.2.5.

ARTICLE 7 CHANGES IN THE WORK

7.2.2 Add new sub-section 7.2.2 as follows:

§ 7.2.2 Upon request of the Owner or the Architect, the Contractor shall without cost to the Owner submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of material, and the number of hours of work and hourly rate for each class of labor, as well as a description and the amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit each estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

7.3.3 Delete the first sentence of the sub-section and replace as follows:

If the Construction Change Directive provides for an adjustment to the Contract Sum, and if the Contract Documents include a unit price for the work that is the subject of such directive, such unit price shall be the basis of the adjustment to the Contract Sum, unless the Owner, in its sole discretion, chooses another method. If, however, the Contract Documents do not include a unit price for such work, the adjustment shall be based on one of the following methods, as selected by the Owner:

In sub-heading .2 delete “stated in the Contract Documents or” after “Unit prices”.

7.3.4 Delete first sentence and replace as follows:

If the proposed method of adjustment in the Contract Sum is based on unit prices that are stated in the Contract Documents, such unit prices shall be the basis of any adjustment to the Contract Sum, unless the Owner has chosen another method pursuant to subparagraph 7.3.3. If the proposed method of adjustment is not based on such unit prices and the Contractor objects to the proposed method of adjustment, the Contractor must notify the Architect of such objection in writing within five (5) calendar days from Contractor's receipt of the Construction Change Directive. Failure to so object will irrevocably waive any such objections and claims on account of such method of adjustment, and the Construction Change Directive shall be deemed and shall constitute a Change Order. If the

Contractor does so object, the adjustment to the Contract Sum shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit.

In sub-heading .4 insert “and” after “and insurance,” and delete “, and sales, use or similar taxes related to the Work” after “permit fees”.

Delete sub-heading .5 and replaces as follows:

.5 A reasonable allowance for overhead and profit.

7.3.6 In the first sentence add after “the Work involved and” as follows:

, within five (5) calendar days from receipt of the Construction Change Directive,”

Insert “by written notice” after “advise the Architect”.

Add to the end of the sub-section as follows:

Failure to so advise the Architect within such 5-day period (1) shall be interpreted as Contractor’s agreement with the proposed method of adjustment; (2) shall constitute an irrevocable waiver of any right of the Contractor to submit a claim on account of the method of adjustment; and (3) shall cause the Construction Change Directive to be deemed and constitute a Change Order.

7.3.7 In the second sentence delete “recorded as” after “immediately shall be” and replace with “deemed and shall constitute”.

7.3.9 Delete the end of the first sentence starting after “Directive to the Owner,” and replace as follows:

amounts for such changes in the Work shall not be included in Applications for Payment. Such amounts shall only be included in an Application for Payment after the adjustment for the Construction Change Directive has been included in a Change Order signed by the Owner and the Contractor.

ARTICLE 8 TIME

8.2.2 In the first sentence delete “, except by agreement or instruction of the Owner”

8.2.4 Add new sub-sections 8.2.4 and 8.2.5 as follows:

-8.2.5

§ 8.2.4 Unless specifically required by law, no payment under this Contract shall be due until the construction schedule, required by Section 3.10, and conforming to the requirements of the General Requirements has been accepted by the Architect.

§ 8.2.5 If the Architect in reviewing any Application for Payment determines that the amount of completed Work in place as certified by the Architect is less than 90% of the Work in place required by the Contractor's construction schedule or schedule of values provided for in Section 9.2, or that there have been delays to critical paths and the Contract completion date will not be met, or that, in the Owner's sole discretion, there is reasonable concern that the Work will not be Substantially Complete by the date required in the Contract Documents, the Contractor shall be required to submit a recovery schedule with a written description of the steps the Contractor intends to take to put the Project back on schedule. At the Owner's option, the Contractor shall take some or all of the following actions at no additional cost to the Owner:

- .1 Increase the number of workers on the site, in such quantities and trades as will substantially eliminate the backlog of work;
- .2 Increase the number of working hours per shift, shifts per day, working days per week, amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate backlog of work; or
- .3 Reschedule activities so that the completion dates initially scheduled will be met.

8.3.1 Insert "(except weather)" after "casualties" and delete "adverse weather conditions documented in accordance with Section 15.1.6.2"

Delete "pending mediation and binding dispute resolution" after "delay authorized by Owner".

Add to the end of the sub-section as follows:

, and this shall be the Contractor's sole remedy for such delay. Under no circumstances will the Contractor be entitled to an increase in the Contract Sum, or to any other damages, on account of or in connection with any delay, regardless of the cause of such delay, and Contractor agrees not to make any claim for such damages, including, but not limited, claims for damages on account of having to perform out-of-sequence work, claims for damages on account of loss of production, and claims for damages on account of hindrances or interference with the work.

8.3.3 Delete sub-section 8.3.3.

8.3.4 Add new sections 8.3.4 and 8.3.5 as follows:

-8.3.5

§ 8.3.4 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

§ 8.3.5 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay

in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, except as and to the extent expressly provided in G.L. c. 30, §39N. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

8.4 Add new section 8.4 as follows:

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial and/or residential conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner \$1,500.00, not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted by the Owner from periodic payments.

ARTICLE 9 Payments and Completion

9.1.2 Delete subsection 9.1.2 and replace with the following:

§9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that, in the opinion of the Architect, application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.

9.2 Add to the end of the section as follows:

, and shall be revised if later found by the Architect to be inaccurate. In addition, the Contractor shall submit to the Architect, at least 14 days before the first Application for Payment, a Cash Flow Schedule that shows the percentage completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations in the Cash Flow Schedule shall be on the basis of Work in place and shall exclude the value of materials delivered but not in place.

9.2.1 Add new sub-section 9.2.1 as follows:

§ 9.2.1 The Cash Flow Schedule shall be based on an orderly progression of the Work allowing adequate time for each operation (including adequate time for submission and review of submittals) and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Cash Flow Schedule will be reviewed by the Architect for compliance with the requirements of the Contract Documents. Unless specifically required by law, no payment under this Contract shall be due until the Cash Flow Schedule has been reviewed and approved by the Architect. The Architect's review of the Cash Flow Schedule shall not impose any duty on the Architect or the Owner with respect to the timing, planning, scheduling or execution of the Work. In particular if the Contractor proposes a Cash Flow Schedule indicating a date of Substantial Completion which is earlier than the Contract Time the Contractor shall not be entitled to additional payment or compensation of any kind if for any reason the full Contract Time is required to achieve Substantial Completion of the Work.

9.3.1.1 Delete sub-section 9.3.1.1.

9.3.2 Add to the end of the sub-section as follows:

The Owner may deduct the amount of such costs from payments due the Contractor.

9.4.1 Insert at the beginning of the first sentence as follows:

Subject to the Contractor's compliance with Section 9.3 and the provisions of Section 9.6,

9.5.1 Add new sub-headings .8, .9, .10, .11, and .12 as follows:

.8 failure of the Contractor or mechanical or electrical trade subcontractors to comply with requirements of the General Requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition;

.9 failure of the Contractor to provide required warranties under Section 9.3, claims for direct payment, or reasonable evidence indicating probable filing of such claims;

.10 costs incurred by the Owner under Section 10.2.5;

.11 failure of the Contractor to submit prerequisite documentation required by the General Requirements; or

.12 liquidated damages due the Owner pursuant to Section 8.4.

9.5.2 Delete "Claim" and replace with "claim".

9.5.3 Delete sub-section 9.5.3.

9.6.4 Delete "If the Contractor fails to furnish such evidence within seven days," from the beginning of the second sentence.

9.6.5 Delete sub-section 9.6.5.

9.6.7 Delete sub-section 9.6.7.

9.6.9 Add new sub-section 9.6.9 as follows:

§ 9.6.8 Notwithstanding the provisions of Section 9.6 all progress payments shall be made in accordance with Chapter 30, Sections 39F, 39G and 39K (as appropriate) of the General Laws of the Commonwealth of Massachusetts, as amended.

9.7 Delete section 9.7.

9.8.1 Add to the end of the sub-section as follows:

In addition, Substantial Completion for the entire Project shall be achieved only when: (1) the Owner has beneficial occupancy and use of the entire Project for all its intended uses; (2) all Project systems included in the Work are operational and acceptable to the Owner; (3) all governmental inspections for the Project have been successfully completed, all governmental approvals and related paperwork have been delivered to the Owner, and final and unconditional certificates of occupancy for the entire Project have been delivered to the Owner, (4) the only remaining Work to be performed is minor in nature and the remaining Work may reasonably be performed without having a material adverse effect on or materially interfering with the Owner's occupancy and use of the Project and (5) all prerequisites to Substantial Completion defined in the Contract Documents have been completed.

9.8.2 Add to the end of the first sentence as follows:

together with the estimated value of completing or correcting such items (the "Punchlist") and (2) the permits and certificates referenced in Section 13.5. The Architect shall have the right to modify and supplement the Punchlist, including the estimated value of completion or correction.

9.8.5 Delete sub-section 9.8.5 and replace as follows:

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor by the Architect. The certificate shall state the date of substantial completion, shall state any consequent responsibilities of the Contractor and the Owner in accordance with the Contract Documents. The Contractor shall complete and correct any incomplete and defective work within forty-five (45) calendar days from the date of Substantial Completion

9.8.6 Add new sub-section 9.8.6 as follows:

§ 9.8.6 Services provided by the Architect to conduct more than three (3) inspections of completed Work and any inspections beyond sixty (60) days after

the date of substantial completion of any portion of the Work as stated in the Agreement shall be paid by the Contractor to the Owner. The Owner may deduct the cost of such services and inspections from payments due the Contractor.

9.9.1 Delete the end of the first sentence starting after “Work at any stage”.

Delete the second sentence and replace as follows:

Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner has accepted in writing the responsibilities assigned to it and the Contractor for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance.

Delete the second to last sentence.

9.10.1 Add to the end of the sub-section as follows:

By Final Completion, the Contractor shall have completed its performance of all Punchlist items, completed all balancing of mechanical and other applicable systems and all seasonal system adjustments that are reasonably necessary to proper functioning of the completed Project, delivered to the Owner all operations and maintenance manuals and completed related training for such manuals, and delivered to the Owner all required warranties and guarantees.

9.10.3 Delete sub-sections 9.10.3 and 9.10.4.
-9.10.4

9.10.5 Insert “for payment for Work performed and of all other claims of which the payee knew or should have known at the time of final payment,” after “claims by that payee”

9.10.6 Add new sub-section 9.10.6 as follows:

§ 9.10.6 Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, §39K (building projects) or §39G (public works projects), as amended.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2.1 Add new sub-heading .4 as follows:

.4 work or property of the Owner, its tenants, or other parties at or near the Project site with the Owner's permission.

10.2.5 At the beginning and end of the first sentence:

Delete “and” after “10.2.1.2”.

Insert “and 10.2.1.4” after “10.2.1.3”.

Delete the second sentence in its entirety.

10.2.9 Add new sub-sections 10.2.9, 10.2.10, 10.2.11, 10.2.12, and 10.2.13 as follows:

-10.2.13

§ 10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.10 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.11 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.12 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The use of the permanent heating and/or ventilation systems for temporary heat and/or ventilation shall be subject to the prior written approval of the Owner and Architect.

§ 10.2.13 [G.L. c.149, §44F(1)] The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 to March 31.

10.3.1 Delete the second sentence and replace as follows:

The Contractor shall not cause or permit any introduction onto, under, or near the Owner's property of any hazardous materials or substances as defined by any applicable law, and shall not cause or permit any release, discharge, transportation, storage, or disposal of such materials or substances onto, under, or near the Owner's property or areas near the Owner's property. If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Contractor and the Owner shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect in the implementation of such removal or containment.

10.3.2 Delete sub-sections 10.3.2, 10.3.3, and 10.3.4.

10.3.5 Delete the remainder of the sentence starting after “obligations under” and replace as follows:

Article 10 or for any violation of applicable law related to the Contractor’s noncompliance with the provisions of this Article 10.

10.3.6 Delete sub-section 10.3.6.

10.3.7 Add new sub-section 10.3.7 as follows:

§ 10.3.7 The parties anticipate that certain hazardous substances and/or materials may be discovered at the site. When such conditions are set forth in the Contract Documents, the Contractor acknowledges that such conditions have been considered in establishing the Contract Time and Contract Sum. No extension of the Contract Time or increase in the Contract Sum shall be claimed or allowed with respect to any hazardous substances or materials located at the site which were disclosed in the Contract Documents. The Contractor shall strictly comply with all laws, regulations, rules, orders, ordinances and the like related to the excavation, storage, removal and disposal of any such hazardous substances or materials.

ARTICLE 11 INSURANCE AND BONDS

11.1.1 In the last sentence insert “the Owner’s Project Manager,” after “The Owner,”.

Add the following new paragraphs to the end of Section 11.1.1:

The insurance required by this Agreement shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and any further period during which coverage is required to be maintained after final payment by the Contract Documents. The Owner shall be named an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner and authorized to do business in Massachusetts. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work.

11.1.2 Delete subsection 11.1.2 and replace with the following:

§11.1.2 Contractor shall provide Performance and Payment Bonds, each in the amount of 100% of the Contract Price, and each by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and acceptable to the Owner. The attorney-in-fact who signs the bonds on behalf of the surety, must affix to each bond a certified and current copy of the power of attorney. The Performance and Payment Bonds shall be written in a form satisfactory to the Owner.

11.1.5 Add new sub-section 11.1.5:

§ 11.1.5 In no case shall the limits of liability be less than the following:

Contractor's Commercial General Liability

Bodily Injury &	\$1,000,000.00 each occurrence
Property Damage	\$2,000,000.00 general aggregate, per project

This policy shall include coverage relating to explosion, collapse, and underground property damage if blasting operations constitute part of the Work to be performed under this Contract.

Vehicle Liability

The Contractor shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles:

Combined Single Limit: \$2,000,000.00

Worker's Compensation

The Contractor shall provide the following coverage in accordance with M.G.L. c. 149, sec. 34A and M.G.L. c. 152 as amended, unless a higher coverage is specified below:

Part One	Provide Statutory Minimum
Employer's Liability	\$1,000,000.00 each accident
Part Two	\$1,000,000.00 disease per employee
	\$1,000,000.00 disease policy aggregate

Umbrella Liability Coverage \$5,000,000 All Limits

11.1.3.1 The Contractor shall be responsible for having acceptable insurance coverage provided by or on behalf of all Subcontractors, with such insurance to be similar to that required of the Contractor under the Agreement and these General Conditions. The Contractor shall not allow any Subcontractor to commence Work on the Project prior to the Contractor's receipt of certificates of insurance that are acceptable in form and limits to the Owner; the Owner shall have no obligation to pay the Contractor for any Work performed by a Subcontractor who

has not supplied acceptable insurance certificates prior to starting its Work. The Owner shall be named an additional insured on all such certificates.

11.1.3.2 All insurance policies shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another. All required insurance policies are to be endorsed to state that the Contractor's policies shall be primary to all other insurance available to the Owner and other specified additional insureds for liability arising out of or resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

11.2 Delete section 11.2 and replace as follows:

§ 11.2 OWNER'S LIABILITY INSURANCE

The Contractor shall procure and pay for an Owner's policy of Owner's protective liability insurance insuring the Owner and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

11.2.1 Delete sub-section 11.2.1 and replace as follows:

§ 11.2.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work. Such insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Owner shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverages afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Owner. The Owner shall be named insured within the policy.

11.2.3 Delete sub-section 11.2.3.

11.3 - Delete Section 11.3 and replace as follows:

Contractor waives all rights against (1) the Owner; (2) the Architect and Architect's consultants; and (3) the Owner's Project Manager and Owner's Project Manager's consultants for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project. The Contractor shall require similar written waivers in favor of the individuals and entities

identified above from the Contractor's subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

11.4 – Delete Section 11.4 in its entirety

11.5.1 Delete the first sentence.

11.5.2 Delete sub-section 11.5.2

11.6.11 Add new sub-section 11.6.1 as follows:

§ 11.6.11 The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2.1 Add to the end of the sub-section as follows:

The Contractor shall bear the cost of any loss or damages to the Owner resulting from such failure or defect.

12.2.2.1 Delete the third sentence.

Add to the end of the sub-section as follows:

If the correction or repair of any of the Work is required to avoid impacts to the maintenance, operation or safety of any portion of the Project site or the Owner's property, the Owner reserves the right to undertake the repairs prior to notifying the Contractor or without waiting for the Contractor to respond, without waiving the Owner's rights under the warranties and the Owner's right to correct work under Section 2.4.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Delete the words "by the law of", and insert the words "Commonwealth of Massachusetts" at the end of the sentence as revised.

Delete the second sentence.

13.2.1 In the second sentence delete “Except as provided in Section 13.2.2”.

13.2.2 Delete sub-section 13.2.2.

13.4.4 Delete sub-section 13.5.4 and replace as follows:

§ 13.5.4 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

13.7.1 Add new sub-section 13.7.1 as follows:

§ 13.7.1 It is expressly agreed that the obligations of the Contractor hereunder arise out of contractual duties, and that the failure of the Contractor to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitation and repose. Any cause of action which the Owner may have on account of such failure shall be deemed to accrue only when the Owner has obtained actual knowledge of such failure, not before.

13.8 Add new section 13.8 as follows:

§ 13.8 LIMITATION OF LIABILITY

§ 13.8.1 The Owner shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

13.9 Add new section 13.9 as follows:

§ 13.9 DEFENSE OF SUITS

§ 13.9.1 The Contractor shall be responsible for, shall defend and pay all costs, attorneys' fees and liabilities both direct and indirect as a result of suits arising out of this Contract.

§ 13.9.2 Neither final acceptance nor occupation of the premises by the Owner shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.9.3 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.1 Insert in the beginning of the first sentence as follows:

Provided that the Contractor is not in breach of any of its obligations under the Contract,

Delete sub-headings .1, .2, and .4.

14.1.2 Delete sub-section 14.1.2.

14.1.3 Delete sub-section 14.1.3 and replace as follows:

§ 14.1.3 If one of the above reasons exists, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. The payment for materials 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 the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

14.1.4 Delete sub-section 14.1.4.

14.2.1 Delete “repeatedly” from the beginning of sub-headings .1 and .3.

Insert new sub-headings .4 and .5 after sub-heading .3 as follows:

.4 becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors.

.5 submits three successive Applications for Payment, each of which indicate that the actual Work completed is less than 90 percent of the values estimated in the construction schedule (submitted by the Contractor pursuant to Section 3.10.1) to be completed by the respective dates.

14.2.2 In the first sentence delete “, and upon certification by the Architect that sufficient cause exists to justify such action,”.

Delete the second sentence of sub-heading .3.

14.2.4 In the first sentence:

Insert “all costs and losses incurred by the Owner on account of the Contractor’s failure to comply with the Contract Documents and” after “the Work, including”.

Insert “and Owner’s Project Manager’s” after “for the Architect’s”.

Delete the last sentence of the sub-section and replace as follows:

The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner’s damages have been established, and to apply such amounts to such damages.

14.3.2 Insert “, subject to compliance with the conditions of Section 8.3.” at the end of the first sentence.

Delete the second sentence.

14.4.2 In sub-heading .3 delete “and” after “all existing contracts” and replace with “except for subcontracts, if any, that Owner elects to assume, terminate all”

14.4.3 Delete sub-section 14.4.3 and replace as follows:

§ 14.4.3 In the event that the Contract is terminated for the Owner’s convenience, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work properly 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 materials 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 the Owner to establish the Owner’s title to such material or equipment or otherwise protect the Owner’s interest. The Contractor shall not be entitled to payment for overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

15.1.1 Delete sub-section 15.1.1 and replace as follows:

§ 15.1.1 DEFINITION

The word “Claim” shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word “Claim” shall not include claims by the Owner. The Owner may withhold from the Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

15.1.2 Delete subsection 15.1.2

15.1.3 Delete sub-section 15.1.3 and replace as follows:

§ 15.1.3 NOTICE OF CLAIMS

Contractor must initiate Claims within fourteen (14) calendar days after occurrence of the event giving rise to such Claim by written notice to the Architect and the Owner. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the date of the event giving rise to such Claim; and (5) state the exact dollar amount of the increase in the Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any.

15.1.3.2 Delete subsection 15.1.3.2

15.1.4 Delete “Section 9.7 and” after “as provided in”.

15.1.4.2 Delete subsection 15.1.4.2

15.1.6.1 In the second sentence delete “of cost and” after “include an estimate”.

15.1.6.2 Delete sub-section 15.1.5.2.

15.1.7 Delete sub-section 15.1.7.

15.2.1 Delete the capitalized word, “Claim,” and replace with lower-case word, “claim,” in the first and fourth sentences.

In the third sentence:

Delete “mediation” after “condition precedent to” and replace with “litigation”.

15.2.2 Delete sub-section 15.2.2 and replace as follows:

§ 15.2.2 The Initial Decision Maker will review Claims and within 30 days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) notify the Contractor that the Initial Decision Maker requires additional time to resolve the Claim; and/or (3) reject the Claim in whole or in part.

15.2.3 Delete the last sentence.

15.2.4 Delete sub-section 15.2.4 and replace as follows:

§ 15.2.4 If the Architect requests the Contractor to furnish additional supporting data in connection with a Claim, the Contractor shall provide such data within ten (10) calendar days of such request. If the Contractor is of the opinion that it is impossible to provide such data within such time, the Contractor shall notify the

Architect of such opinion in writing within such ten-day period. If the Architect determines that it is impossible for such data to be provided within such ten-day period through no fault of the Contractor, the Contractor shall provide such data within 30 calendar days of the Architect's request, unless the Architect fixes another date, in which case the data must be submitted by the date so fixed. Failure of the Contractor to provide such data within the time prescribed herein shall result in the irrevocable waiver of the Claim.

15.2.5 Delete the last sentence and replace as follows:

The rejection of a claim by the Architect and any decisions of the Owner with respect to the same, and the interpretations by the Architect of the plans, drawings and specifications, shall be final and binding on the Contractor in accordance with Section 39J of Chapter 30 of the Massachusetts General Laws.

15.2.6 Delete sub-section 15.2.6 in its entirety.

15.2.7 Delete the capitalized word, "Claim," and replace with lower-case word, "claim," in the first and second sentences.

15.2.8 Delete sub-section 15.2.8.

15.3 Delete sections 15.3 and 15.4 in their entirety.

-15.4

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SUPPLEMENTAL CONDITIONS

§ SC 1.1 INTRODUCTION

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

§ SC 2.1 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

- A. The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
 - 1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts,
 - 2. Claims for damages because of bodily injury, occupational sickness or disease or death of his employees, and claims insured by usual personal injury liability coverage,
 - 3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than employees, and claims insured by usual injury liability coverage, and
 - 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefore.
- B. The insurance required by the above Subparagraph A shall be written for not less than the following minimum limits of liability:
 - 1. Workers' Compensation:
 - Statutory
 - Employers Liability:
 - \$1,000,000.00
 - 2. Comprehensive General Liability:
 - Each Person/Each Occurrence:
 - Bodily Injury
 - \$1,000,000.00/\$2,000,000.00
 - Each Occurrence/Aggregate:
 - Property Damage (X,C, & V Coverage)
 - \$1,000,000.00/\$2,000,000.00
 - 3. Comprehensive Automobile Liability:
 - Each Person/Each Occurrence

Bodily Injury/Property Damage, Combined Single Limit
\$1,000,000.00/\$2,000,000.00

5. Excess Liability on all of the above policies: (Umbrella Form)
\$2,000,000.00

6. The Comprehensive General Liability Insurance Policy (Broad Form) shall include coverage for Premises-Operations, Independent CONTRACTORS, Products Completed, Operations, and Contractual Liability Coverage to insure the CONTRACTOR'S assumed liability under Article 60. The policy shall be endorsed to insure against liability for damage to property by explosion, and for damage to underground pipes and utilities caused by digging with mechanical equipment (X,C, & U Coverage).

7. The Comprehensive Automobile Liability Insurance Policy shall be written to include Owned, Hired and Non-Owned Vehicles and it shall provide Extra Territorial Coverage.

C. The above insurance policies shall also be subject to the following requirements:

1. Certificates of insurance acceptable to the AWARDING AUTHORITY shall be addressed to and filed with the AWARDING AUTHORITY prior to commencement of the Work.

2. All premium costs shall be included in the CONTRACTOR'S bid.

3. All of the above insurance policies shall name the Town of Brewster as an additional insured.

§ SC 4.1 BUILD AMERICA, BUY AMERICA PROVISIONS

The Project will be subject to the Buy America Sourcing requirements under the Build America, Buy America Act (BABA) requirements of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). This may include at least the following, but not be limited to:

- Rebar
- Stainless steel cabling for ACB mats as required for Alternative 1
- Other steel materials, including hardware, utilized in the project

It is the contractor's responsibility to ensure the BABA compliance requirements are met. At a minimum, letters from the manufacturers for each applicable material and product are to be provided for compliance.

For more information, please refer to <https://www.epa.gov/cwsrf/build-america-buy-america-baba> or contact baba-ow@epa.gov

SECTION 00850

Incorporation of Applicable Provisions of the Massachusetts General Laws

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

SECTION 00900

SPECIFICATIONS

PAINE'S CREEK CULVERT & BANK STABILIZATION PROJECT BREWSTER, MASSACHUSETTS

TECHNICAL SPECIFICATIONS

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DIVISION 6

WOOD, PLASTICS, AND COMPOSITES

SECTION 06 50 00
TIMBER GUARDRAIL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wooden rail.
 - 2. Wooden posts.
- B. Related Sections:
 - 1. Section 31 20 00 – Earth Moving

1.2 REFERENCES

- A. American Wood-Preservers' Association:
 - 1. AWPAC14 - Wood for Highway Construction - Preservative Treatment by Pressure Processes.
- B. Forest Stewardship Council:
 - 1. FSC Guidelines - Forest Stewardship Council Guidelines.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate plan layout, spacing of components, anchorage, and schedule of components.
- B. Product Data: Submit data on rail, posts, accessories, hardware and structural capabilities of rail section.

1.4 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on the Drawings

PART 2 - PRODUCTS

2.1 MATERIALS

- A. GUARDRAIL
 - 1. Posts and Rails:

- a. Rails shall be of the same species as the post, and shall be stress grade 1,500 psi or more, extreme fiber in bending. Posts and rails shall be predrilled and cut to the required dimensions prior to treatment.
 - b. Bolt holes shall be shop drilled or drilled in the field to a width 1/8" smaller than the bolt width.
 - c. Post to be ground contact pressure treated wood timber only. Rails to be above ground pressure treated wood timber.
 - d. Dressing: Provide timber which has been dressed on 4 sides (S4S) at the mill, prior to grading. Comply with grade sizes.
 - e. Timber Species: Southern Yellow Pine, or ENGINEER approved equal.
 - f. Timber Grade: SPIB Grade: Rails - No. 1 SR, Posts – No. 2 SR.
2. Hardware: Steel, bolts, nuts and washers to suit rail profile.
 - a. Bolts shall be galvanized carriage bolts with a smooth exterior face.
 - b. All bolts shall be equipped with washers and nuts to suit.

2.2 ACCESSORIES

- A. Pressure treated caps: Attached at a 45-degree angle to post.

2.3 FINISHES

- A. Galvanizing for Nuts, Bolts and Washers: ASTM A153/A153M hot dipped steel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify location of underground utilities and adjust location of posts to avoid damaging utilities.

3.2 INSTALLATION

- A. General Sealing: Where treated members are cut or damaged during erection, apply a heavy brush coat of the same treatment solution to the cut surfaces in accordance with AWP Standard M4.
- B. Wood Posts: Install as indicated in the Drawings
 1. Posts shall be installed level, and rails shall be installed parallel to finish grade.
- C. Rails: Attach to offset blocks or to posts as indicated with the alignment resulting in a smooth continuous rail conforming to the required line and grade. Butt adjoining rail sections with a maximum separation between adjoining rail sections of 1/16 inch. Rails shall be installed at height above grade as shown in the Drawings, top post flush with rail. Rails shall be butt jointed at alternate posts or as directed, and shall be securely attached with galvanized carriage bolts, as specified in the Drawings, of sufficient length to secure with washer and nut. Hammering or other forceful method of inserting bolt shall not be used. Rails shall be spliced accordingly.

END OF SECTION

DIVISION 31

EARTHWORK

SECTION 31 20 00 - EARTH MOVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Provide labor, materials and equipment necessary to complete the work of this Section, including:
 - 1. Removal of subsoil, excavating and trenching
 - 2. Backfilling
 - 3. Cutting, grading, filling, rough contouring, compacting, and finish grading site for road, sidewalk, utility, stormwater management, and landscape installation.
- B. Related Sections:
 - 1. Section 31 25 00 – Erosion and Sedimentation Controls.
 - 2. Section 32 11 23 – Aggregates.

1.2 REFERENCES

- A. Local utility standards when working within 24 inches of utility lines.
- B. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- C. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort.
 - 3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 - 5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
 - 7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
 - 8. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 9. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

10. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

- A. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions on Drawings or without approval by Engineer.
- B. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.
- C. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- D. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- E. Utility: Any buried pipe, duct, conduit, or cable.

1.4 SUBMITTALS

- A. Material Test Reports for Each Type of Offsite Earth Material: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill. On-site material not designated for re-use will not be allowed to be used as backfill unless tested.
 2. Laboratory compaction curve according to ASTM D 1557 for each onsite and borrow soil material proposed for fill and backfill.
- B. Materials Source: Submit name of imported materials source.

1.5 QUALITY ASSURANCE

- A. Furnish subsoil and topsoil material from single source throughout the Work unless written approval is provided by the Owner.
- B. Perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434.
- C. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698, ASTM D1557 or AASHTO T180 where applicable.
- D. When tests indicate materials do not meet specified requirements, change material and retest.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Requirements:

1. Excavation: When temperatures below 32 degrees F are anticipated, do not excavate to final required elevations for concrete work unless concrete can be placed immediately.
2. Backfilling: When backfilling below 32 degrees F, the following procedures must be followed:
 - a. Remove frozen ground in its entirety from beneath and five feet beyond the area of fill placement.
 - b. Fill material to consist of selected fill free of all frozen chunks that exceed four inches in size. Material transported to the project site must only consist of material excavated from below the frost depth.
 - c. End of the work day: Cover the area of fill placement with insulated blankets. Other means of protection (straw, wood chips, etc.) may also be used for protection provided it is approved by the Engineer.
 - d. Following work day: Remove the insulated blankets and/or strip the area of all frozen material as specified previously.
 - e. Upon establishing the subgrade elevations, protect the grades with insulated blankets or place additional material that will adequately insulate the ex-posed earth surface from frost. Strip additional or protective material just prior to pouring concrete.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soils for General Backfill (imported or excavated):

1. Excavated and re-used material. Imported borrow.
2. Material, graded free of lumps larger than 6 inches, rocks larger than 3 inches, organic material, and debris.
3. ASTM D2487 Unified Soil Classification Groups GW, GP, GM, SW, SP, and SM or a combination of these groups.
4. Provide borrow from off-site borrow sources that have no known releases or disposal of oil and/or hazardous materials and invasive species.
5. Immediately notify the Engineer if satisfactory soils are not maintained within 2 percent of optimum moisture content at the time of compaction.

B. Unsatisfactory Soils for General Backfill (imported or excavated):

1. Includes imported borrow or excavated and re-used material.
2. ASTM D2487 Unified Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
3. Contains rock or gravel larger than 3 inches in any dimension, debris, oil and or/ hazardous waste, frozen materials, vegetation, invasive species and other deleterious matter.

- C. Sand: See Section 32 11 23.
- D. Re-Placed Boulders: Stockpiled and re-used boulders.
- E. Hazardous Materials or Soils
 - 1. Soil sampling has not been conducted at this site and hazardous waste or contaminated soil is not anticipated to be encountered. If during the life of this contract hazardous material is suspected to be encountered the CONTRACTOR shall immediately notify the OWNER and ENGINEER, cease all construction activities and take all necessary precautions in compliance with Massachusetts Department of Environmental Protection's (DEP) 310 CMR 40.0000, the Massachusetts contingency plan and 310 CMR 30 Hazardous Waste Regulations.

PART 3 EXECUTION

3.1 EXCAVATION EXAMINATION

- A. Verify site conditions prior to starting work.
- B. Verify survey bench mark and intended elevations for the Work as indicated on Drawings
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.

3.2 EXCAVATION PREPARATION

- A. Call DigSafe not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.

3.3 PROTECTION

- A. Maintain and protect above and below grade utilities and monitoring wells indicated to remain.
- B. Protect plant life, lawns, rock outcroppings and other features remaining as portion of final landscaping.
- C. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.

- E. Grade excavation top perimeter to prevent surface water run-off into excavation or to adjacent properties.
- F. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- G. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- H. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.
- I. Protect newly graded areas from traffic, freezing, erosion and over compaction.

3.4 GENERAL EXCAVATION

- A. Excavate subsoil to accommodate walkways, landscape installation, paving and site structures, construction operations, and other features as necessary.
- B. Slope banks with machine to angle of repose or less until shored.
- C. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- D. Trim excavation. Remove loose matter.
- E. Remove lumped subsoil, boulders, and rock up to 1 cu yd measured by volume.
 - 1. Remove rock to lines and grades required to permit installation of permanent construction as indicated on Drawings without exceeding the following dimensions:
 - a. As indicated on the Drawings.
- F. Notify Engineer of unexpected subsurface conditions.
- G. Correct areas over excavated with approved fill material.
- H. Remove excess and unsuitable material from site.
- I. Repair or replace items indicated to remain damaged by excavation.

3.5 SUBSOIL EXCAVATING

- A. Excavate subsoil and topsoil from areas designated.
- B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.
- C. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- D. If needed, remove groundwater by pumping to keep excavations dry in accordance with Section 31 23 19.

- E. Excavate subsoil from marked areas required for construction operations and other Work.
- F. Proof roll bearing surfaces. Fill soft spots with fill and compact uniformly to 95 percent of maximum density.
- G. Correct unauthorized excavation at no cost to Owner.
- H. Backfill over-excavated areas under in accordance with specifications and as directed by the Engineer.
- I. Remove excess subsoil not being reused from site.
- J. Excavate subsoil from areas to be further excavated, relandscaped, or regraded.
- K. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
- L. Remove excess excavated materials subsoil and topsoil not intended for reuse, from site.
- M. Stockpile subsoil in area designated on site to depth not exceeding 8 feet and protect from erosion.
- N. Benching Slopes: Horizontally bench existing slopes greater than 1: 4 to key placed fill material to slope to provide firm bearing.
- O. Stability: Replace damaged or displaced subsoil as specified for fill.

3.6 RE-PLACED BOULDERS

- A. Remove boulders from areas designated on plans.
- B. Stockpile removed boulders per plans.
- C. The boulders shall be placed as shown on the drawings or as directed by the Engineer. Boulders should be placed carefully onto the installed ACB mat with the flat side down as designated on the plans. Boulders should be placed onto the ACB mats in a way that does not cause damage to the mat. For ACB mats See Section 33 21 45.

3.7 UNAUTHORIZED EXCAVATION

- A. Immediately notify the Engineer prior to the commencement of any unauthorized excavation or backfilling work.
- B. Backfill unauthorized excavation under footings, foundation bases, or retaining walls with compacted select granular material without altering the required footing elevation. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification.

3.8 BACKFILL EXAMINATION

- A. Verify areas adjacent to construction are braced to support surcharge forces imposed by backfilling operations.

3.9 BACKFILL PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with granular fill and compact to density equal to or greater than requirements for subsequent fill material.
- C. Scarify subgrade surface to depth of 3 inches.
- D. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.
- E. Replace unsatisfactory soil with compacted backfill or fill material.
- F. Survey locations of underground utilities for As-built Drawings and Record Documents.
- G. Remove trash and debris.
- H. Reconstruct subgrade damaged by freezing temperatures, frost, rain, accumulated water, or construction activities without additional compensation.
- I. If unsatisfactory soil is encountered immediately notify Engineer before any work commences.

3.10 BACKFILLING

- A. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- B. Place and compact backfill in excavations promptly.
- C. Place backfill and fill soil materials in layers to specified depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- E. Backfill in lifts of stone and geogrid as indicated on the drawings.
- F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- G. Backfill areas to contours and elevations indicated on Drawings.

- H. Use unfrozen and unsaturated materials.
- I. Place material in continuous layers as follows:
 - 1. Soil Materials: Maximum 8 inches compacted depth.
 - 2. Structural Fill Materials: Maximum 8 inches compacted depth.
 - 3. Granular Fill: Maximum 8 inches compacted depth.
 - 4. Trench Fill: Maximum 6 inches compacted depth when in paved area, 8 inches compacted depth when outside paved area.
- J. Employ placement method that does not disturb or damage other work.
- K. Maintain optimum moisture content of backfill materials to attain required compaction density.
- L. Do not leave more than 50 feet of trench open at end of working day.
- M. Protect open trench to prevent danger to Owner and/or the public.
- N. Make gradual grade changes. Blend slope into level areas.
- O. Remove surplus backfill materials from site.
- P. Leave fill material stockpile areas free of excess fill materials.

3.11 FILLING (GRADING)

- A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations as indicated on Drawings.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Fill areas to contours and elevations with unfrozen materials.
- C. Place material in continuous layers as follows:
 - 1. Subsoil Fill: Maximum 8 inches compacted depth.
 - 2. Structural Fill: Maximum 6 inches compacted depth.
 - 3. Granular Fill: Maximum 8 inches compacted depth.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Trim and rough grade area within the grading limits to a depth sufficient below the finish grades to accommodate topsoil, pavement, concrete and other finished surfaces.

- G. Repair or replace items indicated to remain damaged by excavation or filling.
- H. Install Work in accordance with State, Local or Federal standards.

3.12 STOCKPILING

- A. All stockpiles are to be located as indicated on Drawings.

3.13 TOLERANCES

- A. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.
- B. Top Surface of Backfilling Paved Areas: Plus or minus 1/2 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.
- D. Top Surface of Exposed Subgrade: Plus or minus 1 inch.

3.14 FIELD QUALITY CONTROL

- A. Repair and reestablish grades to specified tolerances where graded surfaces have been disturbed or altered due to construction activities, weather conditions or other means.
- B. Perform inspection of excavation and controlled fill operations in accordance with applicable code.
- C. Request visual inspection of bearing surfaces before installing subsequent work.
- D. Perform laboratory material tests
- E. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- F. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
- G. Frequency of Tests: Initial Testing by Owner. Contractor to accommodate testing agency. Additional testing due to inadequate work by Contractor.
- H. Proof roll compacted fill surfaces under pavers, paving, and other site features as required.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.16 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to pedestrian or vehicular traffic during construction.

END OF SECTION

SECTION 31 23 19 - DEWATERING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Dewatering requirements to control groundwater and surface water runoff to prevent the loosening and saturation of soils.
 - 2. Surface water control system to remove sediment and control the rates and volumes of disposal of surface and subsurface waters removed from the work areas.
 - 3. The protection of adjacent and downgradient environmental resources and property.
- B. Related Sections:
 - 1. Section 31 00 00 – Earth Moving
 - 2. Section 31 25 00 – Erosion and Sedimentation Controls

1.2 DEFINITIONS

- A. Dewatering includes the following:
 - 1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering excavations.
 - 2. Reducing piezometric pressure within strata to prevent failure or heaving of excavations.
 - 3. Disposing of removed water.
- B. Surface Water Control: Removal of surface water within open excavations.

1.3 PERFORMANCE REQUIREMENTS

- A. Design dewatering systems to:
 - 1. Lower water level within areas of excavation to elevation to permit Work to be completed on dry and stable subgrade.
 - 2. Relieve hydrostatic pressures in confined water bearing strata below excavation to eliminate risk of uplift or other instability of excavation.
 - 3. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
 - 4. Prevent loss of fines, quick condition, or softening of foundation subgrade.
 - 5. Maintain stability of sides and bottoms of excavations.
 - 6. Retain all sediment on-site within the limit of work.
 - 7. Prevent sediment discharge and degradation of the resource area(s).
- B. Design surface water control systems to:
 - 1. Collect and remove surface water and seepage entering excavation.
 - 2. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
 - 3. Maintain stability of sides and bottoms of excavations.
 - 4. Retain all sediment on-site within the limit of work.

5. Prevent sediment discharge and degradation of the resource area(s).

1.4 SUBMITTALS

- A. Shop Drawings:
 1. Dewatering plan that indicates dewatering pump locations, pipe sizes and capacities, grades, surface water control devices, valves, and water disposal method and location, stamped by a Massachusetts Professional Engineer.
 2. Include detailed description of dewatering system installation procedures and maintenance of equipment.
 3. Include a description of sediment removal and water disposal.
 4. Include sizing calculation for sediment containment area, if included.
- B. Product Data: Submit data for reach of the following:
 1. Dewatering Pumps: Indicate sizes, capacities, priming method, motor characteristics, and fuel requirements.
 2. Water Diversion equipment for temporary in-stream barrier.

1.5 QUALITY ASSURANCE

- A. Comply with authorities having jurisdiction for the following:
 1. Water discharge and disposal from pumping operations.
- B. Follow requirements under the National Pollutant Discharge Elimination System (NPDES) for storm water discharge from construction sites.
- C. Do not allow water to accumulate in on-going excavations. Provide and maintain the dewatering system to remove promptly, and to dispose of properly, all water entering excavations to keep them dry until the proposed work is completed.

PART 2 PRODUCTS

2.1 DEWATERING EQUIPMENT

- A. Select dewatering equipment to meet specified performance requirements.

2.2 TEMPORARY WATER DIVERSION

- A. Muscle wall or approved equivalent.

2.3 ACCESSORIES

- A. Valves and Fittings: Furnish valves and fittings to isolate each well from header pipe and to prevent loss of pump prime.
- B. Filter Sand: ASTM C33; natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter; graded to suit well screen.

- C. Hoses: Minimum of 3-inch diameter or to suit dewatering flow requirements; length to suit.
- D. Filter bag: Dandy Products or equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Call Dig Safe at 1-888-DIG-SAFE (1-888-344-7233) not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Verify existing conditions before starting work.

3.2 PREPARATION

- A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

3.3 TEMPORARY WATER DIVERSION

- A. As indicated on Drawings and/or manufacturer's recommendations for installation.

3.4 DEWATERING SYSTEM

- A. Install dewatering system in accordance with approved dewatering plan per submittal.
- B. Locate system components to allow continuous dewatering operations without interfering with installation of permanent Work and existing public rights-of-way, sidewalks, and adjacent buildings, structures, and improvements.
- C. If needed excavate sumps in sizes and to depth indicated in the shop drawings or as directed by the engineer.
- D. Notify the Engineer of any changes required to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit the information required to show the installed system.
- E. Do not discharge water to protected environmental resources without treatment to remove suspended solids and sediments.

3.5 SURFACE WATER CONTROL SYSTEM

- A. Provide muscle walls to exclude tidal water from entering excavation area.
- B. If needed provide ditches, berms, piping, and other devices to divert and drain surface water from excavation area.

- C. Divert surface water and seepage water within excavation areas into sumps and pump water into drainage channels, containment areas, and/or settling basins in accordance with requirements of agencies having jurisdiction.
- D. Control and remove unanticipated water seepage into excavation.

3.6 SYSTEM OPERATION AND MAINTENANCE

- A. Operate dewatering system, as necessary, until backfilling is complete.
- B. Modify dewatering and surface water control systems when operation causes or threatens to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells.

3.7 WATER DISPOSAL

- A. Discharge water into existing drainage channels and settling basins.

3.8 SYSTEM REMOVAL

- A. Remove dewatering and surface water control systems after dewatering operations are discontinued.
- B. Remove sumps, unless indicated otherwise by the Engineer.
- C. Repair damage caused by dewatering and surface water control systems or resulting from failure of systems to protect property.

3.9 FIELD QUALITY CONTROL

- A. After dewatering system is installed, perform pumping test to determine when selected pumping rate lowers water level in well below pump intake. Adjust pump speed, discharge volume, or both to ensure proper operation of each pump.

END OF SECTION

SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Labor, materials and equipment necessary to install proper control measures to prevent erosion, siltation and sedimentation of the Project site and adjacent and off-site areas.
- B. Related Sections:
 - 1. Section 31 20 00 – Earth Moving.
 - 2. Section 31 23 19 - Dewatering.

1.2 SUBMITTALS

- A. Product Data: Submit data on Catch basin inserts, Snow Fencing, and Temporary construction fence.
- B. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Material and installation must be in accordance with the Order of Conditions issued by the Conservation Commission.

1.4 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Catch basin Inserts: permeable geotextile fabric that mounts under the grate of catch basins.
 - 1. ACF Environmental Silt Sack
 - 2. UltraTech International, Inc. Ultra-Drain Guard
 - 3. Enpac 1341 Catch Basin Insert
- B. Snow Fence: 4 foot height, orange barrier fence.
 - 1. SM60 Square Mesh Warning Barrier Fence
 - 2. Tenax Guardian Economy Warning Barrier
 - 3. Grainger Approved Safety Fence
 - 4. Or approved equivalent.
- C. Temporary Construction Fence
 - 1. Galvanized chain link fencing

2. Height: 6-feet

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify compacted subgrade, granular base, and/or stabilized soil is acceptable and ready to support devices and imposed loads.
- B. Verify gradients and elevations of base or foundation for other work are correct.

3.2 PREPARATION

- A. Install control measures prior to construction to prevent erosion, siltation and sedimentation of construction areas, adjacent areas and off-site areas in the following work areas:
 1. Soil stockpiles, storage and staging areas;
 2. Cut and fill slopes and other stripped and graded areas;
 3. Constructed and existing swales and ditches;
 4. As indicated on Drawings
- B. Provide additional means of erosion and sediment control as required for continued or unforeseen erosion problems.

3.3 GENERAL

- A. Install and maintain site erosion and sediment controls as indicated on Drawings.

3.4 CATCH BASIN INSERTS

- A. As indicated on Drawings and/or manufacturer's recommendations for installation.

3.5 FIELD QUALITY CONTROL

- A. Inspect erosion and sediment control devices and stabilized slopes on a weekly basis and after each rainfall event of 0.25 inch or greater. Make necessary repairs of identified problems within 24 hours to ensure erosion and sediment controls are in good working order. Reset or replace materials as required.
- B. When field visits indicate Work does not meet specified requirements, repair and/or replace Work.
- C. Any deviation from the requirements provided must be approved by the Engineer.

3.6 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment barrier or device, remove and dispose of sediment.

- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.
- D. Clean channels when depth of sediment reaches approximately one half channel depth.

3.7 PROTECTION

- A. Do not permit construction traffic over stabilized areas.
- B. Protect Project site stabilization from elements, flowing water, or other disturbance until vegetation established.

END OF SECTION

DIVISION 32

EXTERIOR IMPROVEMENTS

SECTION 32 11 23 - AGGREGATES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate subbase.
 - 2. Aggregate base course.
- B. Related Sections:
 - 1. Section 32 14 20 – Articulated Concrete Mats

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
 - 3. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
- B. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D448 - Standard Classification for Sizes of Aggregate for Road and Bridge Construction
 - 3. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 4. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 5. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 6. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 7. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 9. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
 - 10. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 - 11. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.3 SUBMITTALS

- A. Product Data:
 - 1. Submit data for geotextile fabric.
- B. Materials Source: Submit name of aggregate materials suppliers.
 - A. Manufacturer's Certificate: Certify Products meet or exceed specified requirements with a sieve of each material.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from a single source throughout the Work.
- B. Perform Work in accordance with Local, State and Federal Standards.

1.5 DELIVERY AND STORAGE

- A. Trucks must cover 100% of the load's exposed surface from the time of loading until immediately before dumping, including standing time waiting to dump.

1.6 ENVIRONMENTAL CONDITIONS

- A. Placement is not recommended if the forecasted weather is too cold or wet to allow the material to dry for 1-2 days after placement.

PART 2 PRODUCTS

2.1 BASE AND SUBBASE

- A. Crushed Stone (AASHTO M43)
 - a. #57 crushed stone contains 1-inch top size, and the gradation envelope ends at the #4 sieve with very low fines content. The envelope is intentionally wide between the 1-inch and ½-inch sieves — anywhere from 40 to 75 percent of the material can fall in that range.
 - b. Sizes and Gradations for AASHTO stone #s (material size):

1) Table 2

AASHTO M43 Sizes of Coarse Aggregate															
Material Size	Nominal Size ¹	Amounts Finer Than Each Sieve (Square Openings) Percentage by Weight													
	inches	4	3-1/2	3	2-1/2	2	1-1/2	1	3/4	1/2	3/8	1/4	No. 4	No. 8	No. 16
	mm	100	90	75	63	50	37.5	25	19	12.5	9.5	6.3	4.75	2.36	1.18
1	3½ - 1½	100	90-100		25-60		0-15		0-5						
2	2½ - 1½			100	90-100	35-70	0-15		0-5						
24	3½ - 0½			100	90-100		25-60		0-10	0-5					
3	2 - 1				100	90-100	35-70	0-15		0-5					
357	2 - No. 4				100	95-100		35-70		10-30			0-5		
4	1½ - ¾					100	90-100	20-55	0-15		0-5				
467	1½ - No. 4					100	95-100		35-70		10-30		0-5		
5	1 - ½						100	90-100	20-55	0-10	0-5				
56	1 - ?						100	90-100	40-75	15-35	0-15		0-5		
57	1 - No. 4						100	95-100		25-60			0-10	0-5	
6	¾ - ?							100	90-100	20-55	0-15		0-5		
67	¾ - No. 4							100	90-100		20-55		0-10	0-5	
68	¾ - No. 8							100	90-100		30-65		5-25	0-10	
7	½ - No. 4								100	90-100	40-70		0-15	0-5	
78	½ - No. 8								100	90-100	40-75		5-25	0-10	
8	? - No. 8									100	85-100		10-30	0-10	0-5

[1] Numbered Sieves are those of the United States Standard Sieve Series

2.2 FINE AGGREGATE MATERIALS

- A. Fine Aggregate (Sand): Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter; graded in accordance with ASTM C-33 within the following limits:

Sieve Size	Percent Passing by Weight
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10
No. 200	0

2.3 SOURCE QUALITY CONTROL

- A. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698, ASTM D1557, AASHTO T180, ASTM D4318, or ASTM C136.
- B. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698, ASTM D1557, AASHTO T180, ASTM D4318, ASTM C136.
- C. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify compacted substrate is dry and ready to support imposed loads.
 - 1. Proof roll substrate in minimum two perpendicular passes to identify soft spots.
 - 2. Remove soft substrate and replace with compacted fill as specified in Section 31 20 00
- B. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. If fill is required, compact subgrade soil in accordance with Section 31 20 00.
- C. Excavate sandy loam and loamy sand topsoil from areas to be paved prior to base installation.
- D. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Spread aggregate over prepared substrate to total compacted thickness indicated on Drawings.
- B. Roller compact aggregate to 95 percent maximum density.
- C. Level and contour surfaces to elevations, profiles, and gradients indicated on Drawings.
- D. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
- E. Maintain optimum moisture content of fill materials to attain specified compaction density.
- F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

- A. Maximum Variation From Flat Surface: 1/2 inch measured with 10 foot straight edge.
- B. Maximum Variation From Thickness: 1/4 inch.
- C. Maximum Variation From Elevation: 1/2 inch.

3.5 FIELD QUALITY CONTROL

- A. Perform compaction testing in accordance with AASHTO T180.
- B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- C. Frequency of Tests: One test for every 1000 square yards of each layer compacted aggregate.

3.6 COMPACTION

- A. Compact materials to 95 percent of maximum density as determined from test strip, in accordance with ASTM D2940.

END OF SECTION

SECTION 32 14 20

ARTICULATED CONCRETE BLOCKS (ACBs)

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section includes: all plant, labor, equipment, and materials, and performing all operations in connection with the installation of Articulated Concrete Blocks in accordance with the lines, grades, design, and dimensions shown on the drawings and as specified herein.
- B. The ACB revetment system is considered to include geotextile, cabled ACB mats, and associated concrete and riprap to be used at ACB termination locations. Infill of either topsoil or stone sized between 1/4"-3/8" is to be placed within the open cells of the ACBs at locations as specified on the Drawings.
- C. Related Sections:
 - 1. Section 32 11 23 - Aggregates.

1.2 REFERENCES

- A. Reference Standards listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto.
 - 1. American Society for Testing and Materials (ASTM) Standards:
 - a. ASTM C 33, Concrete Aggregates.
 - b. ASTM C 62, Building Brick Solid Masonry Units Made from Clay or Shale.
 - c. ASTM C 67, Sampling and Testing Brick and Structural Clay Tile.
 - d. ASTM C 90, Specification for Load-bearing Concrete Masonry Units.
 - e. ASTM C 94, Specification for Ready-Mixed Concrete.
 - f. ASTM C 140, Sampling and Testing Concrete Masonry Units.
 - g. ASTM C 150, Portland Cement.
 - h. ASTM C 207, Specification for Hydrated Lime Types.
 - i. ASTM C 595, Blended Hydraulic Cements.
 - j. ASTM C 618, Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
 - k. ASTM C 1262, Standard Test Method for Evaluating the Freeze-Thaw Durability of Manufactured Concrete Masonry Units and Related Concrete Units.
 - l. ASTM D 698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - m. ASTM D 6684, Standard Specification for Materials and Manufacture of Articulating Concrete Block (ACB) Revetment Systems.
 - n. ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems.
 - o. ASTM D 7276, Standard Guide for Analysis and Interpretation of Test Data for Articulating Concrete Block (ACB) Revetment Systems.
 - p. ASTM D 7277, Standard Test Method for Performance Testing of Articulating Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow.
 - 2. American Association of State Highway and Transportation Officials (AASHTO):

- a. AASHTO M 288 - Standard Specification for Geotextile Specification for Highway Applications.

1.3 DELIVERY, STORAGE, AND HANDLING OF MATERIALS

- A. Delivery and Storage. Materials delivered to the site shall be inspected for damage, unloaded and stored with the minimum of handling. Materials shall be kept free of dirt and debris.
- B. Handling. Materials shall be handled in such a manner as to ensure delivery to the site in sound, undamaged condition. Synthetic geotextiles that are not to be installed immediately shall be protected from the direct sunlight.

1.4 SUBMITTALS

- A. Pre-Approved ACB systems are those listed in Table 1 of Section 2.1. Pre-approved ACB systems shall provide the following submittal information:
 - 1. Shop Drawings: At least 30 days prior to the start of any installation of the ACBs, submit shop drawings showing proposed layout of the ACB system (geotextile, ACB mats, and termination trenches) for approval prior to installation. Include dimensions of all ACB mats and installation procedures. Shop drawings shall be prepared by the ACB manufacturer and shall show:
 - a. Plan of coverage depicting the layout of all ACB mats, grouted seams, special connections, and any other plan features as necessary.
 - b. Typical cross sections.
 - c. Attachment to structures, upslope and side termination details, downslope termination detail.
 - d. Product shop drawings.
 - 2. Cables: Submit manufacturer's supporting literature and calculations showing that the cables used to construct the ACB mats satisfy the material properties and strength requirements of Section 2.2 C.
 - 3. Geotextile: Submit product information in compliance with Section 2.2 E.
 - 4. Physical Testing Reports: Submit ACB test results for tests specified in Paragraph 2.2.
- B. Alternative ACB systems are those that comply with section 2.1 B. Alternative ACB systems shall provide the following submittal information:
 - 1. All information as required for pre-approved products as listed in section 1.2 A.
 - 2. Factor of Safety (FOS) calculations in support of the ACB system, made per section 2.1 B, stamped and signed by a Professional Engineer licensed to practice in the state of the project.
 - 3. Manufacturers' hydraulic testing and calculations in support of the proposed ACB system per section 2.1 C.
 - 4. A list of 5 comparable projects, in terms of size and applications, in the United States, where satisfactory performance of the specific alternate ACB system can be verified after a minimum of five (5) years of service life.
 - 5. A list of a minimum of five (5) registered Professional Engineers directly employed by the company.

1.5 QUALITY CONTROL

- A. Quality Control Responsibilities:
 - 1. General: The Contractor is responsible for all quality control testing for each stage of work. This testing includes material inspection and conformance testing.
 - 2. The Owner's representative may, at any time, inspect any of the Contractor's or ACB Manufacturer's Quality Control operations and perform such independent or

supplemental tests as he believes necessary to corroborate or check results reported by the Contractor and/or ACB Manufacturer. The Contractor and/or Manufacturer shall assist the Owner to the greatest extent practicable by furnishing equipment and personnel as necessary to secure samples for testing.

PART 2 MATERIALS

2.1 ACCEPTABLE ACB REVETMENT SYSTEMS

- A. Pre-Approved ACB systems: Pre-Approved ACB systems for use are those listed in Table 1.

Table 1
PRE-APPROVED ACB SYSTEMS

Manufacturer	ACB System	Contact
CONTECH Engineered Solutions	ArmorFlex Class 50 BAH Revetment System	Armortec (513) 645-7000
SHORETEC, L.L.C	SHOREBLOCK ® SD	Shoretect (255) 667-4545
TITAN Environmental Containment	Cable Concrete ®	Titan (713)-849-1311

- B. Flume Test
ACB testing and test data interpretation shall be in accordance with ASTM D7276 and ASTM D7277. All ACB's must be tested on a slope equal to or greater than the steepest project slope. The vertical drop of the test flume section must be greater than 30 feet.
- C. The design of the ACB system shall be in accordance with NEC 23, 3rd Edition, Volume 2, Design Guide 8, Articulating Concrete Block Systems. The analysis shall be performed based upon the stability of the mat due to gravity forces alone, neglecting conservative forces added by cabling, mechanical anchorage, contact with adjacent blocks, or other restraints not attributable to gravity-based forces. The analysis must account for a 0.5-inch block projection. Site grading may not be used to omit this requirement. This value shall be input into the factor of safety equations used to size the block. The ACB shall have a minimum thickness as shown on the plans. Tapered surface blocks with tapers shall not be utilized.
- D. Individual blocks in each ACB mat shall be staggered and interlocked. The ACB mats shall be constructed of open-cell or closed-cell blocks as shown on the Contract Drawings. The open cell blocks have two (2) vertical openings of rectangular cross section with sufficient wall thickness to resist breakage during shipping and installation. Parallel strands of cable shall extend through two (2) cable ducts in each block allowing for longitudinal binding of the units within a mat. Each row of blocks shall be laterally offset by one-half of a block width from the adjacent row so that any given block is cabled to four other blocks (two in the row above and two in the row below). In rows where a half-block would be necessary to make the mat edge even, a block-and-a-half (BAH) unit shall be used instead of the half block and the adjacent full block. Leaving out half block units and field casting or filling the void shall not be an approved alternative to maintain the staggered matrix.
- E. Each block shall incorporate interlocking surfaces that minimize lateral displacement of the

blocks within the mats when they are lifted by the longitudinal revetment cables. The interlocking surfaces must not protrude beyond the perimeter of the blocks to such an extent that they reduce the flexibility or articulation capability of the cellular mats or become damaged or broken when the mats are lifted during shipment or placement. Once the mats are in place, the interlocking surfaces shall minimize the lateral displacement of the blocks even if the cables should become damaged or removed. The ACB mats must be able to flex a minimum of 18 degrees between any given row or column of blocks in the uplift direction and a minimum of 45 degrees in the downward direction.

- F. The cables inserted into the mats shall form lifting loops at one end of the mat with the corresponding cable ends spliced together to form a lifting loop at the other end of the mat. The cables shall be inserted after sufficient time has been allowed for the concrete to complete the curing process.
- G. All design calculations shall be based on the smallest block footprint utilized in the mat matrix. Partial or half blocks shall be analyzed separately.

2.2 MATERIALS AND MANUFACTURE OF ACB MATS

- A. Concrete Block Materials and Manufacture: Manufacture the ACBs at a block plant in accordance with *NCMA-ICPI Quality Control Program for Dry Cast Manufactured Concrete Products Production Plants version 1.01*.
- B. Manufacture the ACBs in accordance with the following:
 - 1. Use materials that conform to the following ASTM specifications:
 - a. Portland Cements: Specification C 150, for Portland Cement.
 - b. Blended Cements: Specification C 595, for Blended Cements.
 - c. Hydrated Lime Types: Specification C 207, for Hydrated Lime Types.
 - d. Pozzolans: Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.
 - e. Aggregates: Specification C33, for Concrete Aggregates except that grading requirements shall not apply.
 - 2. Strength and Durability Requirements: At the time of delivery to the work site, the concrete blocks shall conform to the physical requirements prescribed in Table 2 below. Sample and test units in accordance with ASTM Methods C 140, Sampling and Testing Concrete Masonry Units. A minimum of three (3) specimens per test is required to determine the average value. Perform compressive strength, water absorption, and density tests on representative samples of each production lot of ACBs delivered to the project site. Where delivered ACBs are from the same manufacturer and of common production lot, a single round of successful test results will be sufficient to document compliance with these specifications. If a lot or shipment fails to conform to the specified requirements, the manufacturer, at his expense, may sort it and test beyond the frequency specified in these specifications. If the second set of tests also fails to conform to the specified requirements, the entire lot shall be rejected.

Table 2

Physical Requirement of Concrete Blocks

Compressive Strength psi (Min.)		Water Absorption lb/ft ³ (Max.)	
Average of 3 Blocks	Individual Block	Average of 3 Blocks	Individual Block
4,000	3,500	9.1	11.7

3. Freeze-Thaw Performance Requirements: Perform freezing and thawing testing on representative units in accordance with the requirements of ASTM C 1262. In freshwater solution, blocks must pass 100 freeze thaw cycles with less than 1% mass loss. Document compliance with submission of a certificate of compliance in accordance with the requirements of ASTM C 1262 and ASTM D 6684, dated within the past 24 months.
 4. Visual Inspection: All concrete blocks shall be free of defects that would impair the strength or performance of the armoring system. Concrete blocks with chips, cracks, or spalling where the weight loss of the block exceeds 10% of the average weight of the blocks will be rejected.
 5. Blocks rejected prior to delivery from the point of manufacture shall be replaced at the manufacturer's expense. Blocks rejected at the job site may be repaired, if approved by the Engineer, with structural grout at the expense of the contractor.
 6. Mats shall be formed in a manner to eliminate gaps and post installation grouting requirements. Omission of blocks or half blocks exposing cables and creating voids between blocks along the sides of mattresses shall not be permitted.
- C. Cables: The concrete blocks shall be bound into mats by the use of polyester revetment cable and fittings.
1. Polyester Revetment Cable and Fittings: Revetment cable shall be constructed of high tenacity, low elongating, and continuous filament polyester fibers. Cable shall consist of a core construction comprised of parallel fibers contained within an outer jacket or cover. The size of the revetment cable shall be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats, in accordance with ASTM D-6684 paragraph 5.5.2.
 2. Polyester Revetment Cable should meet the following requirements:
 - a. Constructed from 100% polyester. The material has a specific gravity of 1.38, with approximate elongation reaching 0.6% at 10% of break strength, 1.4% at 20% of break strength, and 2.2% at 30% of break strength.
 - b. A diameter of ½", and offers an average strength of 13,000 lbs (5,900 kg) alongside a minimum break strength of 11,700 lbs (5,300 kg).
- D. Fitting and Connectors: Cables shall be joined together utilizing a mechanical connection. Aluminum or high strength plastic washers as specified by the manufacturer shall be used to prevent connection joints from pulling into blocks.
- E. Anchors:
1. The specifying EOR may require, at their discretion, permanent anchoring of the mats, e.g., by the use of ancillary earth anchors or attachment to other structures using the lifting cable loops, or through the open cells of an open-cell block. The design of the system is intended to provide hydraulic stability without the use of such anchors;

- consequently, any such anchor design shall be by others as approved by the EOR.
2. The Anchors should consist of a top bearing plate (with connection bracket) , an anchor head, and a wire rope tendon connection. The top bearing plate should be a material of Steel Zinc Plastisol Coated and have a head size: (H)150 mm x (W)100. The connection bracket should be a material of Zinc-Aluminium Alloy - ZA 2 and Ceramic and be a size of (H) 48 mm x (W) 33 mm with a 5 mm Head Thickness. The Anchor head should be a material of Zinc-Aluminium Alloy - ZA 2 and have a surface area of 7,740 mm². The wire rope tendon should be made of Zinc-Aluminium Zn-AL Coated Carbon Steel or Stainless-Steel Type 316 and have a Diameter of 1/4" , a 7x19 Strand, and a 1,770 N / mm² Tensile Strength to DIN 3053.

F. Geotextile:

1. The geotextile filter shall meet the minimum physical requirements listed in the table below. Consultation with the manufacturer is recommended; the standard for sizing geotextile for these applications is AASHTO M-288, Permanent Erosion Control. Either woven or non-woven geotextile are acceptable, as long as they meet the other project requirements.

PHYSICAL REQUIREMENTS

Physical Property	Test Procedure	Minimum Value
Grab Tensile Strength (Unaged Geotextile)	ASTM D4632	<i>IAW AASHTO M288 Class 2</i>
Breaking Elongation (Unaged Geotextile)	ASTM D4632	50% max. (in any principal direction)
Burst Strength	ASTM D3786	<i>IAW AASHTO M288 Class 2</i>
Puncture Strength	ASTM D4833	<i>IAW AASHTO M288 Class 2</i>
A.O.S., U.S. Std. Sieve	ASTM D4751	
Permittivity	ASTM D4491	

*Specified
by EOR*

2. The geotextile fiber shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic, if necessary, to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The edges of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile.
 3. The Contractor shall furnish manufacturer's certified test results to the EOR, showing actual test values obtained when the physical properties are tested for compliance with the specifications.
 4. During all periods of shipment and storage, the filter fabric shall be protected from direct sunlight, UV radiation, and temperatures greater than 140°F. To the extent possible, the fabric shall be maintained wrapped in its protective covering. The geotextile shall not be exposed to sunlight or UV radiation until the installation process begins.
- G. Concrete Fill: Cast-in-Place 4000-p.s.i. non-shrink, marine grade, sulfate resistant, high density non-metallic grout.
- H. Geogrid: Geogrid must be chosen in accordance with the following:
1. The geogrid is manufactured from a punched polypropylene sheet, which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.
 2. The properties contributing to the performance of a mechanically stabilized layer include the following:

- a. The longitudinal rib pitch is 60 mm (2.40 in). The diagonal rib pitch is 60 mm (2.40 in). The general rib shape is rectangular, and the general aperture shape is triangular.
 - b. The junction efficiency is 93 percent. The isotropic stiffness ratio is 0.6. The overall flexural rigidity is 1,500,000 mg-cm. The radial stiffness at low strain is 350 kN/m at 0.5 % strain (23,989 lb/ft at 0.5 % strain.)
 - c. The resistance to chemical degradation is 100 percent. The resistance to ultra-violet light and weathering is 70 percent.
3. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02. Brief descriptions of test procedures are given in the following notes.
 - a. Nominal dimensions.
 - b. Load transfer capability is determined in accordance with ASTM D6637-10 and ASTM D7737-11 and expressed as a percentage of ultimate tensile strength.
 - c. The ratio between the minimum and maximum observed values of radial stiffness at 0.5 percent strain is measured on rib and midway between rib directions.
 - d. Flexural rigidity is determined in accordance with ASTM D7748/D7748M-14.
 - e. Radial stiffness is determined from tensile stiffness measured in any in-plane axis from testing in accordance with ASTM D6637-10.
 - f. Resistance to chemical degradation refers to resistance to loss of load capacity or structural integrity when subjected to chemically aggressive environments in accordance with EPA 9090 immersion testing.
 - g. Resistance to ultra-violet light and weathering refers to resistance to loss of load capacity or structural integrity when subjected to 500 hours of ultraviolet light and aggressive weathering in accordance with ASTM D4355-05.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

- A. All subgrade preparation shall be performed in accordance with ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems, as updated and amended.
- B. Grading Tolerances and Treatment: The crest, downstream slope and toe area of the embankment shall be graded to a smooth plane surface to ensure that intimate contact is achieved between the slope face and the ACB mats. Subgrade shall be rolled smooth and compacted to 90% to 95% of standard proctor in accordance with ASTM D698. All slope deformities which project from the slope must be re-graded or removed. No holes, slope board teeth marks, footprints, or other voids greater than 0.5 inch in depth normal to the local slope face shall be permitted. No grooves or depressions greater than 0.5 inches in depth normal to the local slope face with a dimension exceeding 1.0 foot in any direction shall be permitted. Where such areas are evident, they shall be brought to grade by placing compacted approved fill. The slope and slope face shall be uniformly compacted. Once compacted, do not walk on or disturb the subgrade in any way that would result in a loss of intimate contact between the ACBs and the subgrade.
- C. Inspection: The prepared base will be inspected by the Engineer immediately prior to placing the geotextile and ACB mats. No geotextile or ACB mats shall be placed thereon until that area has been approved by the Engineer.
- D. Geogrid: Place in layers through excavation as indicated on drawings.
- E. Geotextile: All placement and preparation should be performed in accordance with ASTM D

6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems, as updated and amended. Geotextile shall be placed, as shown on the Drawings, directly on the prepared subgrade, and free of folds or wrinkles. Avoid operations that will disturb or cause loss of intimate contact between the geotextile and the subgrade. Geotextile shall be placed so that the upstream strip of fabric overlaps the downstream strip. The longitudinal and transverse joints shall be overlapped at least two (2) feet. The geotextile shall terminate at the bottom of the termination trenches.

3.2 PLACING AND SECURING MATS

- A. ACB placement and preparation should be performed in accordance with ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems, as amended and updated. ACB block/mats, as specified in Part 2:A of these Specifications, will be constructed within the specified lines and grades shown on the Contract Drawings.
- B. After the subgrade/backfill material has been acceptably prepared and approved by the Engineer, and the geotextile has been placed, install the ACB mats in accordance with the ACB manufacturer's approved layout drawings and as shown on the Contract Drawings. Attach the ACB mats to a spreader bar or other approved device to aid in the lifting and placing the mats in their proper position. Use a crane or other approved equipment to place the mats. The equipment used to place the mats shall have adequate capacity to place the mats without bumping, dragging, tearing or otherwise damaging the underlying systems. Place the ACB mats on the geotextile in such a manner as to produce a smooth plane surface in intimate contact with the geotextile and subgrade. No individual block within the plane of placed mat shall protrude or be recessed more than one-half inch from the surface plane of the mat. Place the mats side by side and/or end to end so that the mats abut each other. End to end placement shall allow for a 6" to 12" wide gap to accommodate the looped cable ends.
- C. ACB Mat-to-Mat End Connections: The gap between mat ends with cable loops shall be grouted with 4,000-psi non-shrink grout or concrete to form a positive mat to mat (upstream/downstream) interlock. See project plans for complete details.
- D. ACB Terminations: Terminate ACB ends and flanks as specified on the drawings.
- E. Wherever the seam or void space between adjoining ACB mats, or between ACB mats and perimeter structures exceeds 2 inches, the void space shall be filled with 4,000-psi non-shrink grout. Prefabricate or adjust ACB mats so that the maximum width of the void space to be filled is less than or equal to one block width. Finish the top of the cast-in-place reinforced concrete surface so that it is smooth and flush with adjacent blocks. A concrete seam will also be required at distinct changes in grade that result in a discontinuous revetment surface in the direction of flow.
- F. The open cells of each block and the spaces between the blocks shall be filled with topsoil or granular material as specified on the drawings. Topsoil shall be wetted and lightly tamped to be flush with the top of the Articulated Concrete Block system, seeded and mulched.

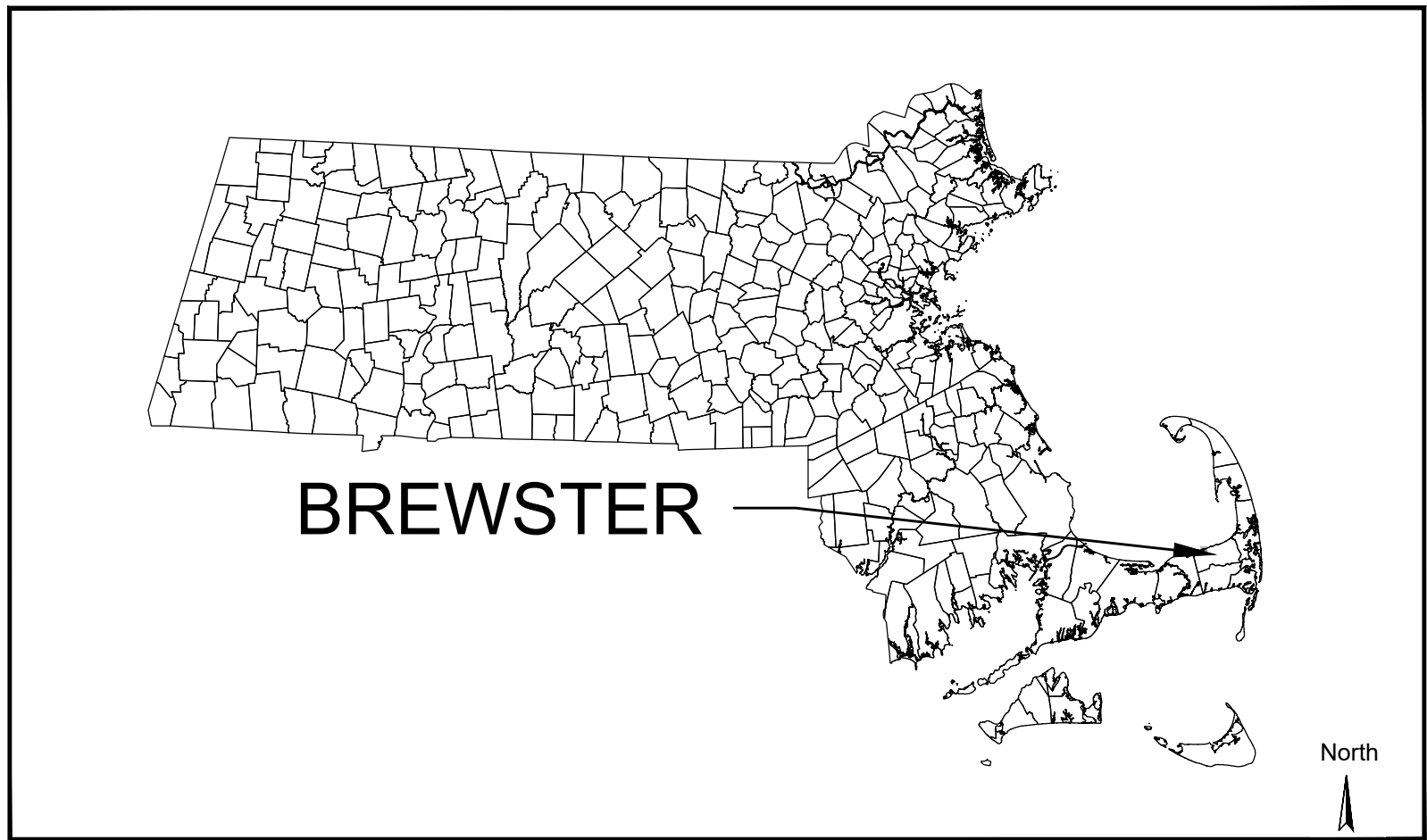
END OF SECTION

100% CONSTRUCTION DRAWINGS

PAINE'S CREEK CULVERT & BANK STABILIZATION

BREWSTER, MASSACHUSETTS

SEPTEMBER 2026



MASSACHUSETTS

Graphic Scale
0 150000
SCALE IN FEET
1:150000



BREWSTER

Graphic Scale
0 10000
SCALE IN FEET
1:10000



VICINITY MAP

Graphic Scale
1-inch = 500-feet

Sheet List Table	
Sheet Number	Sheet Title
C-1	COVER
C-2	EXISTING CONDITIONS
C-3	SITE PREP & EROSION CONTROL PLAN
C-4	LAYOUT AND MATERIALS PLAN
C-5	GRADING PLAN
C-6	ALIGNMENT PROFILES
C-7	DETAILS

- TO THE BEST OF MY KNOWLEDGE, JUDGEMENT, AND BELIEF, THIS PRACTICE DESIGN MEETS NRCS STANDARDS AND SPECIFICATION.
- FUNDED BY: UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE UNDER THE WATERSHED FLOOD PREVENTION OPERATIONS (P.L. 83-566) PROGRAM'S CAPE COD WATER RESOURCES RESTORATION PROJECT IN COOPERATION WITH CAPE COD CONSERVATION DISTRICT.

Plan Set:

100% CONSTRUCTION DRAWINGS
PAINE'S CREEK CULVERT & BANK STABILIZATION
BREWSTER, MASSACHUSETTS

Prepared For:

Town of Brewster
2198 Main Street
Brewster, MA
(508) 896-3701

Prepared By:

Horsley Witten Group, Inc.
Sustainable Environmental Solutions
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Registration

RICHARD A. CLAYTON
CIVIL
NO. 45116
REGISTERED
PROFESSIONAL ENGINEER

Revisions

Rev.	Date	By	Appr.	Description

Project Number:

21119

Sheet Number:

1 of 7

Drawing Number:

C - 1

last modified: 08/26/26 printed: 09/04/26 by lw H:\Projects\2021\21119 Brewster Paines Creek Drawings\21119 CV.dwg



SURVEY NOTES

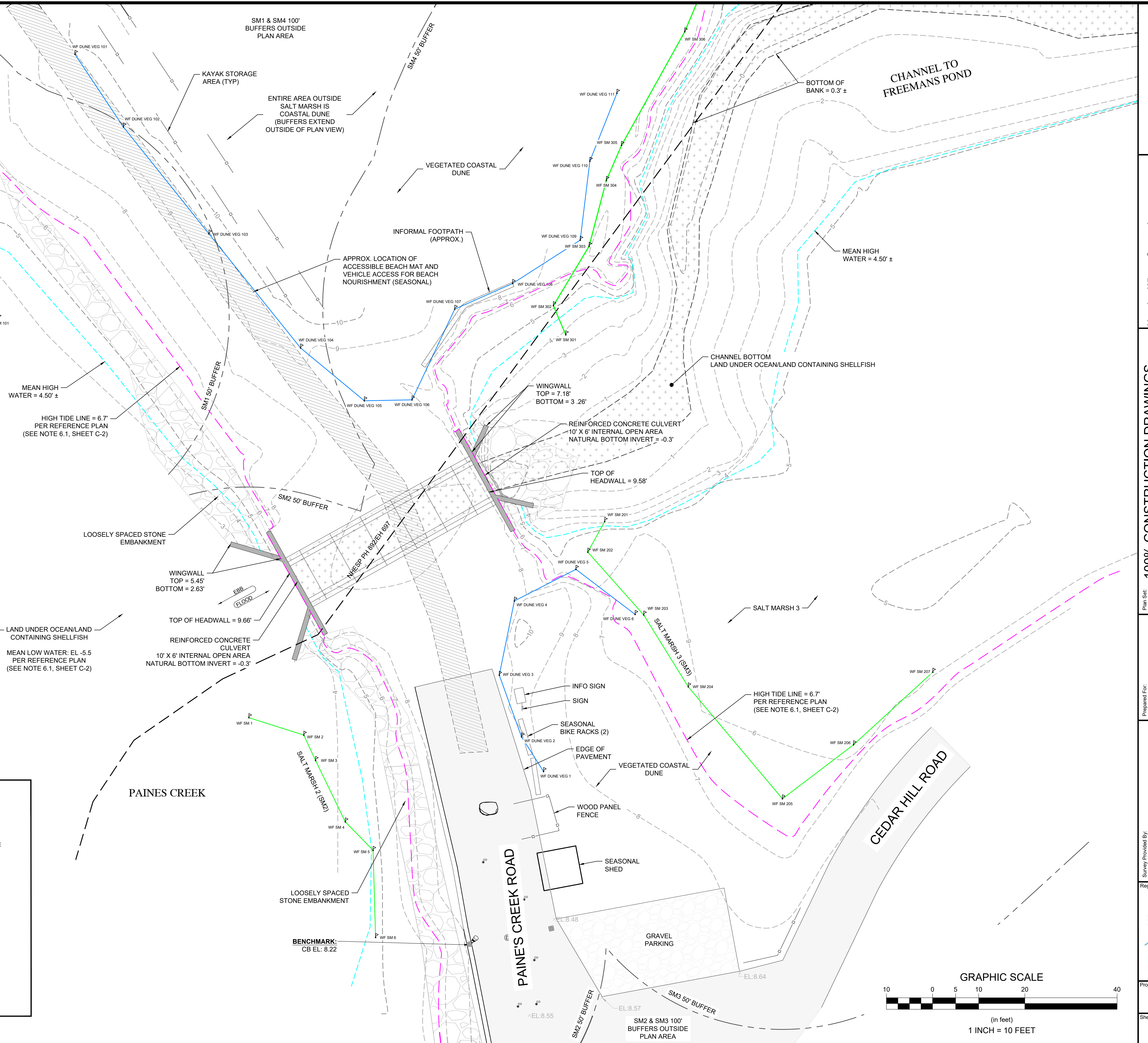
1. THE TOPOGRAPHY AND EXISTING SITE CONDITIONS DEPICTED HEREON ARE THE RESULT OF AN ON THE GROUND FIELD SURVEY CONDUCTED BY THE HORSLEY WITTEN GROUP, INC. ON FEBRUARY 25, 2022. WETLAND FLAGS WERE LOCATED ON AUGUST 5, 2025.
2. NO PROPERTY LINE SURVEY WAS CONDUCTED FOR THIS EXISTING CONDITIONS PLAN.
3. HORIZONTAL DATUM IS MASS STATE PLANE COORDINATE SYSTEM. DATUM ESTABLISHED BY GPS RTK.
4. THE ELEVATIONS DEPICTED HEREON WERE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.
5. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, AND WHEREVER POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY IN THE TOWN, AND DCSAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK IN PREVIOUSLY UNALTERED AREAS TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
6. REFERENCE PLANS:
 - 6.1. FREEMANS POND CULVERT REPLACEMENT PAINES CREEK ROAD" BY: CLE ENGINEERING IN FEBRUARY 2013.

RESOURCE AREA NOTES

1. THE PROPERTY IS LOCATED WITHIN F.I.R.M ZONE VE ELEVATION 13.0' AS SHOWN ON COMMUNITY PANEL NO. 2500/I0413J DATED 7/16/2014.
2. THE WETLAND DELINEATION SHOWN HEREON WAS CONDUCTED BY THE HORSLEY WITTEN GROUP, INC. ON AUGUST 5, 2025.
3. MEAN HIGH WATER: EL. 4.50. COINCIDENT WITH TIDAL RIVERBANK AND START OF REGULATORY RIVERFRONT AREA.
4. THE ENTIRE SITE IS WITHIN THE 200-FOOT RIVERFRONT AREA.
5. THE ENTIRE SITE IS LOCATED WITHIN COASTAL BARRIER RESOURCES SYSTEM.
6. PER THE MASSACHUSETTS WETLAND RESTRICTION PROGRAM, PLAN OF WETLANDS SHEET T-34, DATED OCTOBER 7, 1980, THE FOLLOWING COASTAL RESOURCES ARE LOCATED ON THE SITE:
 - 6.1. BARRIER BEACH 28R
 - 6.2. SALT MARSH 22R
 - 6.3. SALT MARSH 6R

LEGEND:

GENERAL		SYMBOLS	
	ACCESSIBLE BEACH MAT		BENCHMARK
	BERM		BOUNDARY
	CHANNEL BOTTOM		EXISTING SPOT GRADE
	CONTOUR - MINOR		DRAIN MANHOLE
	CONTOUR - MAJOR		CATCHBASIN
	EDGE OF PAVEMENT		CLEAN OUT
	FENCE - WOOD		WETLAND FLAG
	PATHWAY		ROCK
	STONE		SIGN
	HEADWALL		
ENVIRONMENTAL			
	SALT MARSH		
	SALT MARSH 50 FT BUFFER		
	SALT MARSH 100 FT BUFFER		
	DUNE BOUNDARY		
	MEAN HIGH WATER		
	HIGH TIDE LINE		
	NATURAL HERITAGE ESTIMATED HABITAT OF RARE WILDLIFE (GIS)		



Revisions				
Rev.	Date	By	Appr.	Description
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 Horsley Witten Group, Inc. Sustainable Environmental Solutions www.horsleywitten.com 90 Route 64 Sandwich, MA 02563 508-833-6600 voice 508-833-3750 fax	Date:	SEPTEMBER 2026	Designed By:	-	Drawn By:	GSJ/EWH	Checked By:	DN

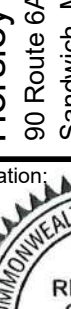
100% CONSTRUCTION DRAWINGS
STABILIZATION
BREWSTER, MASSACHUSETTS

EXISTING CONDITIONS

Town of Brewster 2198 Main Street Brewster, MA Phone: (508) 896-3701 Fax: - -	Plan Title:
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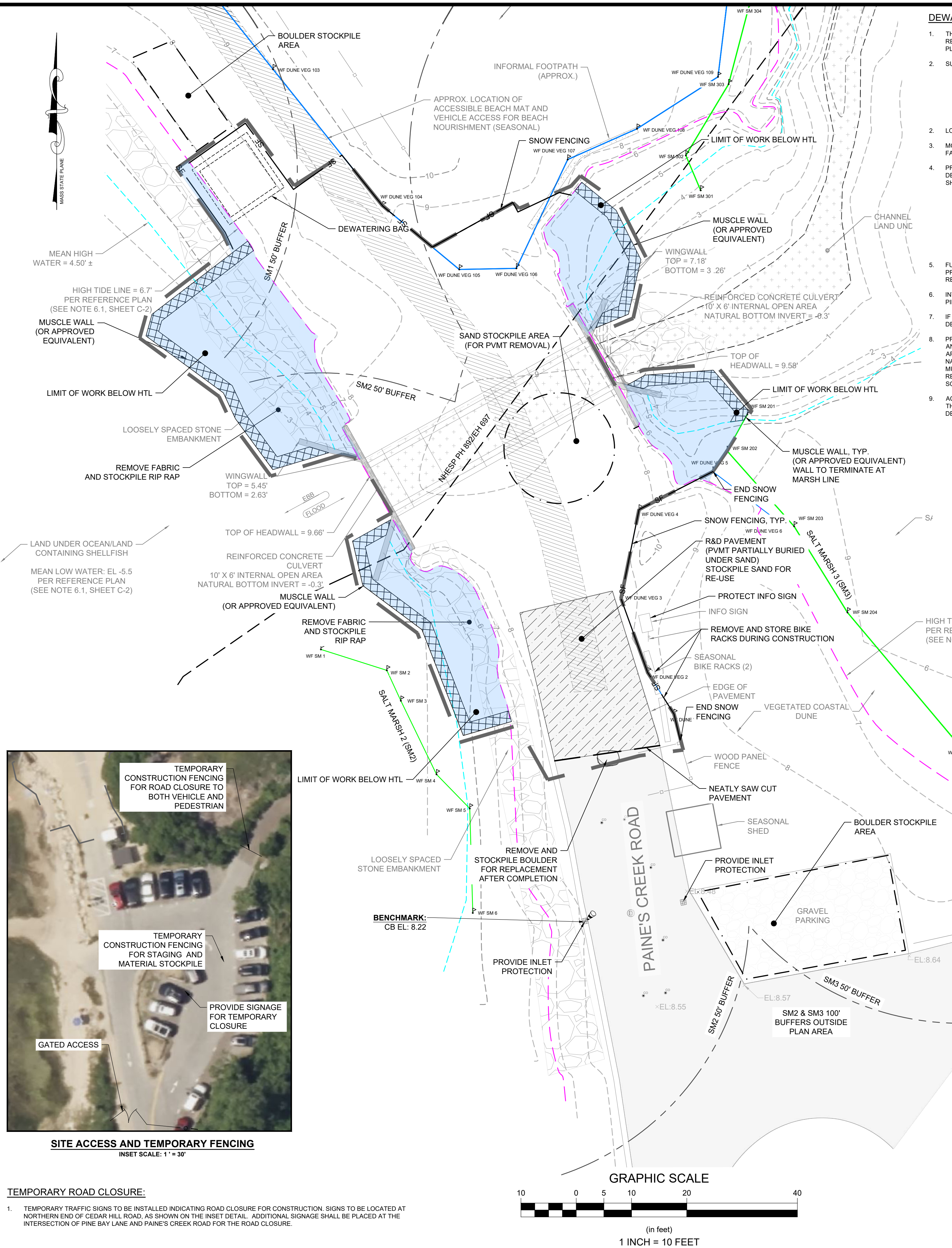
Horsley Witten Group, Inc.
50 Route 6A
Shrewsbury, MA 01545
Phone: (508) 933-6653
Fax: (508) 933-3150
E-mail: info@hwsgrp.com
Website: www.hwsgrp.com
Date: February 25, 2022

Registration



12/25/2020
9-9-2020

Project Number: 21119	Sheet: 2 of 7
Sheet Number: C-2	



TEMPORARY ROAD CLOSURE

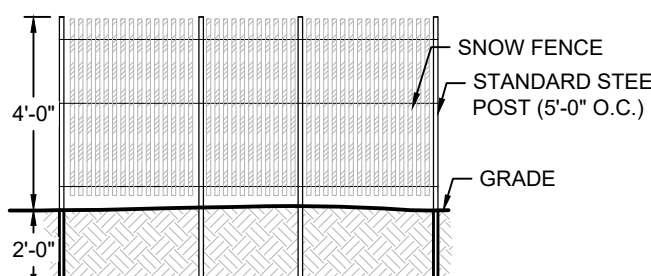
1. TEMPORARY TRAFFIC SIGNS TO BE INSTALLED INDICATING ROAD CLOSURE FOR CONSTRUCTION. SIGNS TO BE LOCATED AT NORTHERN END OF CEDAR HILL ROAD, AS SHOWN ON THE INSET DETAIL. ADDITIONAL SIGNAGE SHALL BE PLACED AT THE INTERSECTION OF PINE BAY LANE AND PAINE'S CREEK ROAD FOR THE ROAD CLOSURE.

DEWATERING NOTES (if no specification provided):

- THE FOLLOWING NOTES ARE TO BE USED AS A GENERAL GUIDELINE. REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND COORDINATE WITH THE OWNER, ENGINEERS, AND LANDSCAPE ARCHITECT. SUBMIT A PROPOSED Dewatering Plan per the specifications for review and approval prior to construction.
2. SUPPLY THE DEWATERING SYSTEMS TO:
- A. DEVELOP A SUBSTANTIALLY DRY AND STABLE SUBGRADE FOR THE PROPOSED WORK;
 - B. PREVENT DAMAGE TO ADJACENT PROPERTIES, BUILDINGS, STRUCTURES, UTILITIES AND RESOURCES AREAS;
 - C. RETAIN ALL SEDIMENTS ON-SITE WITHIN THE WORK AREA;
 - D. PREVENT SEDIMENT DISCHARGE AND DEGRADATION OF THE RESOURCE AREA;
 - E. PREVENT LOSS OF FINES, QUICK CONDITION, OR SOFTENING OF FOUNDATION SUBGRADE; AND
 - F. MAINTAIN STABILITY OF SIDES AND BOTTOMS OF EXCAVATIONS AND TRENCHES.
2. LOCATE DEWATERING FACILITIES WHERE THEY WILL NOT INTERFERE WITH CONSTRUCTION WORK OR ABUTTING RESOURCES.
3. MODIFY DEWATERING EQUIPMENT AND PROCEDURES WHEN OPERATIONS THREATEN TO CAUSE DAMAGE TO NEW OR EXISTING FACILITIES OR ADJACENT AREAS NOT WITHIN THE LIMIT OF WORK.
4. PRIOR TO INSTALLATION OF THE DEWATERING SYSTEM, PROVIDE THE ENGINEER WITH A SCHEDULE OF DEWATERING PROCEDURES. DEWATERING SCHEDULE AND PROCEDURES ARE SUBJECT TO THE LOCAL AUTHORITY AND ENGINEER'S REVIEW AND APPROVAL AND SHALL INCLUDE AT A MINIMUM THE FOLLOWING INFORMATION:
- A. THE PROPOSED TYPES OF DEWATERING SYSTEMS;
 - B. ARRANGEMENT, LOCATION AND DEPTHS OF SYSTEM COMPONENTS;
 - C. COMPLETE DESCRIPTION OF EQUIPMENT AND INSTRUMENTATION TO BE USED INCLUDING INSTALLATION, OPERATION AND MAINTENANCE PROCEDURES;
 - D. TYPES AND SIZES OF FILTERS (IF APPLICABLE);
 - E. DESIGN CALCULATIONS DEMONSTRATING ADEQUACY OF THE PROPOSED SYSTEM AND EQUIPMENT; AND
 - F. PROVISIONS AND METHODS OF SEDIMENT REMOVAL AND DISPOSAL OF WATER.
 - G. ALL PERMITS REQUIRED FOR THE WORK, IF NECESSARY.
5. FURNISH ALL MATERIAL/PRODUCTS REQUIRED TO ADEQUATELY PROVIDE DEWATERING WITHOUT DAMAGE TO SURROUNDING PROPERTIES, EXISTING UTILITIES, AND/OR RESOURCE AREA. SUBMIT ALL PRODUCTS AND MATERIALS TO THE ENGINEER FOR REVIEW AND APPROVAL.
6. INTERCEPT AND DIVERT SURFACE WATER RUNOFF AWAY FROM EXCAVATIONS THROUGH THE USE OF DIKES, CURB WALLS, DITCHES, PIPES, SUMPS OR OTHER APPROVED MEANS.
7. IF PUMPS ARE USED, THE PUMP INTAKE LINE SHOULD NOT BE ALLOWED TO SETTLE TO THE BOTTOM OF THE EXCAVATION OR DEWATERING SUMP.
8. PROVIDE AND MAINTAIN HOLDING AREAS/TEMPORARY SETTLING BASINS OF ADEQUATE SIZE TO COLLECT AND PREVENT SURFACE AND SUBSURFACE WATER SEEPAGE FROM ENTERING THE EXCAVATIONS. DIVERT THE WATER TO SETTLING BASINS OR OTHER APPROVED EQUIPMENT REQUIRED TO REDUCE THE AMOUNT OF FINE PARTICLES BEFORE DISCHARGE INTO DRAINAGE PIPES AND NATURAL WATER COURSES. IF A DRAINAGE SYSTEM OR WATER COURSE BECOMES BLOCKED DUE TO DEWATERING OPERATION, IT MUST BE CLEANED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ANY ENFORCEMENT ACTIONS OR FINES RESULTING FROM IMPROPER DEWATERING AND/OR DISCHARGE OF TURBID WATER AND SEDIMENT TO PROTECTED AREAS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. ACCOMPLISH DEWATERING IN ACCORDANCE WITH THE MEANS AND METHODS SUBMITTED AND APPROVED BY THE ENGINEER. KEEP THE ENGINEER ADVISED OF ANY CHANGES REQUIRED TO ACCOMMODATE FIELD CONDITIONS AND, ON COMPLETION OF THE DEWATERING SYSTEM INSTALLATION, REVISE AND RESUBMIT THE INFORMATION REQUIRED TO SHOW THE INSTALLED SYSTEM.
- A. PERFORM DEWATERING OPERATIONS TO LOWER WATER LEVELS IN EXCAVATIONS AS REQUIRED TO PROVIDE A STABLE, DRY SUBGRADE FOR THE PROSECUTION OF THE PROPOSED WORK.
 - B. DO NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES TO REMOVE PROMPTLY, AND TO DISPOSE OF PROPERLY, ALL WATER ENTERING EXCAVATIONS AND TO KEEP THEM DRY UNTIL THE PROPOSED WORK IS COMPLETED.
 - C. DO NOT DISCHARGE WATER TO PROTECTED ENVIRONMENTAL RESOURCES WITHOUT TREATMENT TO REMOVE SUSPENDED SOLIDS AND SEDIMENTS.

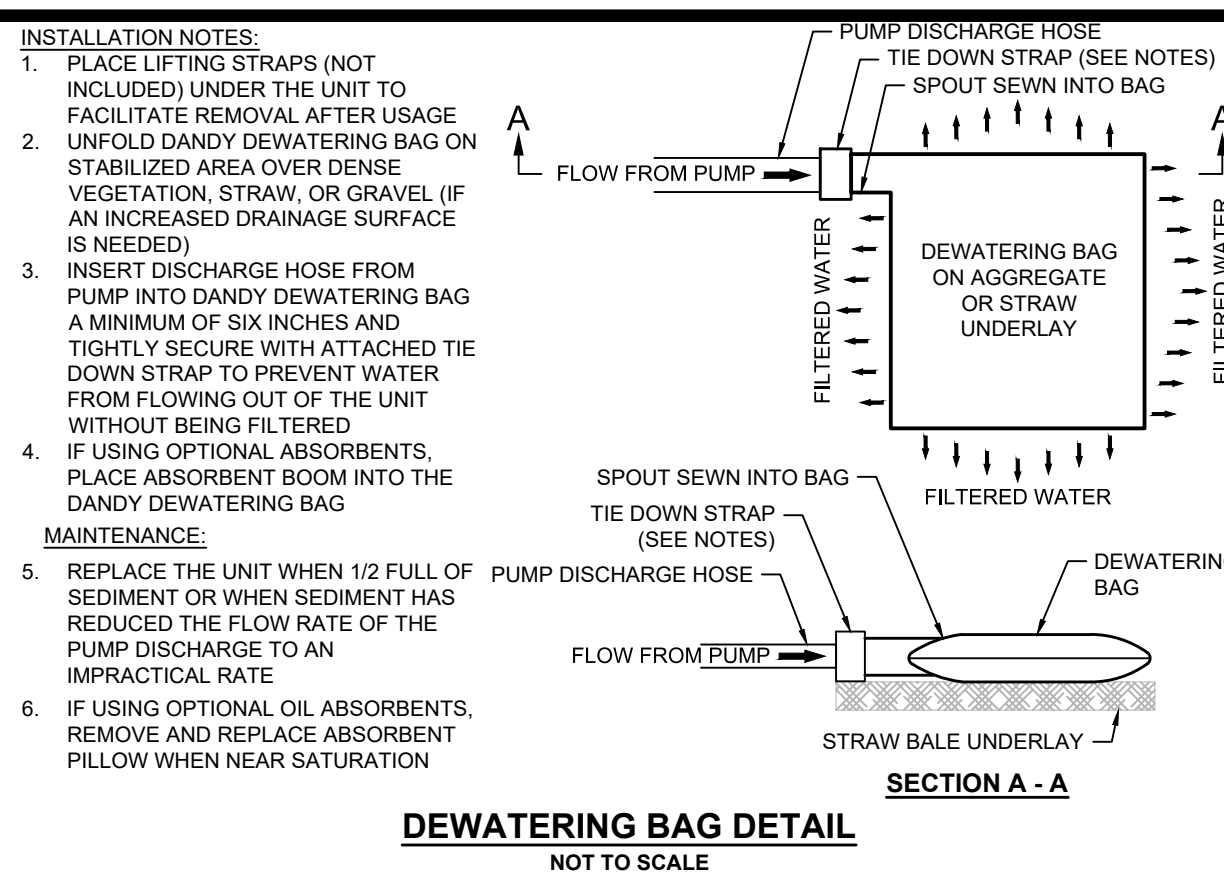
EROSION & SEDIMENT CONTROL NOTES:

1. DESIGNATE THE SITE CONSTRUCTION FOREMAN AS THE ON-SITE PERSONNEL RESPONSIBLE FOR THE DAILY INSPECTION AND MAINTENANCE OF ALL SEDIMENT AND EROSION CONTROLS AND IMPLEMENTATION OF ALL NECESSARY MEASURES TO CONTROL EROSION AND PREVENT SEDIMENT FROM LEAVING THE SITE.
2. INSTALL ALL EROSION AND SEDIMENT CONTROL (ESC) MEASURES AS INDICATED ON DRAWINGS IN CONSULTATION WITH THE CONSERVATION AGENT, AND ENGINEER BEFORE ANY CONSTRUCTION ACTIVITIES BEGIN. INSPECT, MAINTAIN REPAIR AND REPLACE EROSION CONTROL MEASURES DURING THE CONSTRUCTION PERIOD OF THE PROJECT. THE SITE PERIMETER EROSION CONTROLS ARE THE DESIGNATED LIMIT OF WORK. INFORM ALL PERSONNEL WORKING ON THE PROJECT SITE THAT NO CONSTRUCTION ACTIVITY IS TO OCCUR BEYOND THE LIMIT OF WORK AT ANY TIME THROUGHOUT THE CONSTRUCTION PERIOD.
3. PROTECT THE EXISTING DRAINAGE INFRASTRUCTURE FROM SEDIMENTATION DURING PROJECT CONSTRUCTION UNTIL ACCEPTANCE BY THE OWNER & IN CONFORMANCE WITH THE ORDER OF CONDITIONS.
4. PROTECT THE ADJACENT RESOURCE AREA FROM SEDIMENTATION DURING PROJECT CONSTRUCTION UNTIL ACCEPTANCE BY THE OWNER & IN CONFORMANCE WITH THE ORDER OF CONDITIONS.
5. KEEP THE LIMIT OF CLEARING, GRADING AND DISTURBANCES TO A MINIMUM WITHIN THE PROPOSED AREA OF CONSTRUCTION. PHASE THE SITE WORK IN A MANNER TO MINIMIZE AREAS OF EXPOSED SOIL. IF TREES ARE TO BE CUT ON THE ENTIRE SITE, CLEAR AND GRUB ONLY THOSE AREAS WHICH ARE ACTIVELY UNDER CONSTRUCTION. PROPERLY INSTALL THE SEDIMENTATION CONTROLS PRIOR TO BEGINNING ANY LAND CLEARING ACTIVITY AND/OR OTHER CONSTRUCTION RELATED WORK.
6. MONITOR LOCAL WEATHER REPORTS AND TIDES DURING CONSTRUCTION AND PRIOR TO SCHEDULING EARTHMOVING OR OTHER CONSTRUCTION ACTIVITIES WHICH LEAVE LARGE DISTURBED AREAS UNSTABILIZED. IF INCIDENT WEATHER IS PREDICTED, USE BEST REASONABLE ENGINEERING AND GOOD CONSTRUCTION PRACTICES WHEN SCHEDULING CONSTRUCTION ACTIVITIES AND ENSURE THE NECESSARY EROSION CONTROL DEVICES ARE INSTALLED AND FUNCTIONING PROPERLY TO MINIMIZE EROSION FROM ANY IMPENDING WEATHER EVENTS.
7. INSPECT EROSION AND SEDIMENT CONTROL DEVICES AND STABILIZED SLOPES ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT OF .25 INCH OR GREATER. REPAIR IDENTIFIED PROBLEMS WITHIN 24 HOURS TO ENSURE EROSION AND SEDIMENT CONTROLS ARE IN GOOD WORKING ORDER. RESET OR REPLACE MATERIALS AS REQUIRED.
8. DISTURBED AREAS AND SLOPES MUST NOT BE LEFT UNATTENDED OR EXPOSED FOR EXCESSIVE PERIODS OF TIME SUCH AS THE ANNUAL WINTER SEASON. PROVIDE APPROPRIATE STABILIZATION PRACTICES ON ALL DISTURBED AREAS AS SOON AS POSSIBLE AND INSURE THAT ALL DISTURBED AREAS HAVE A SLOPE GREATER THAN 4:1 WITH EROSION BLANKETS OR APPROVED EROSION SEEDS, REINFORCE TEMPORARY AREAS HAVING A SLOPE GREATER THAN 4:1 WITH EROSION BLANKETS OR APPROVED EROSION UNTIL THE SITE IS PROPERLY STABILIZED. TEMPORARY SWALES MAY ALSO BE REQUIRED IF DETERMINED NECESSARY IN THE FIELD BY THE ENGINEER.
9. CONTAIN ALL SEDIMENT ONSITE. SWEEP ALL EXITS FROM THE SITE AS NECESSARY INCLUDING ANY SEDIMENT TRACKING. SWEEP PAVED AREAS AS NEEDED TO REMOVE SEDIMENT AND POTENTIAL POLLUTANTS ACCUMULATED DURING SITE CONSTRUCTION.
10. PROVIDE ON SITE OR MAKE READILY AVAILABLE THE NECESSARY EQUIPMENT AND SITE PERSONNEL DURING CONSTRUCTION HOURS FOR THE DURATION OF THE PROJECT TO ENSURE ALL EROSION AND SEDIMENTATION CONTROL DEVICES ARE PROPERLY MAINTAINED AND REPAIRED IN A TIMELY AND RESPONSIBLE MANNER. IF SITE WORK IS SUSPENDED DURING THE WINTER MONTHS THE CONTRACTOR MUST CONTINUE TO PROVIDE PERSONNEL AND EQUIPMENT EITHER ON SITE OR READILY AVAILABLE TO PROPERLY MAINTAIN AND REPAIR ALL EROSION AND SEDIMENTATION CONTROL DEVICES IN A TIMELY AND RESPONSIBLE MANNER.



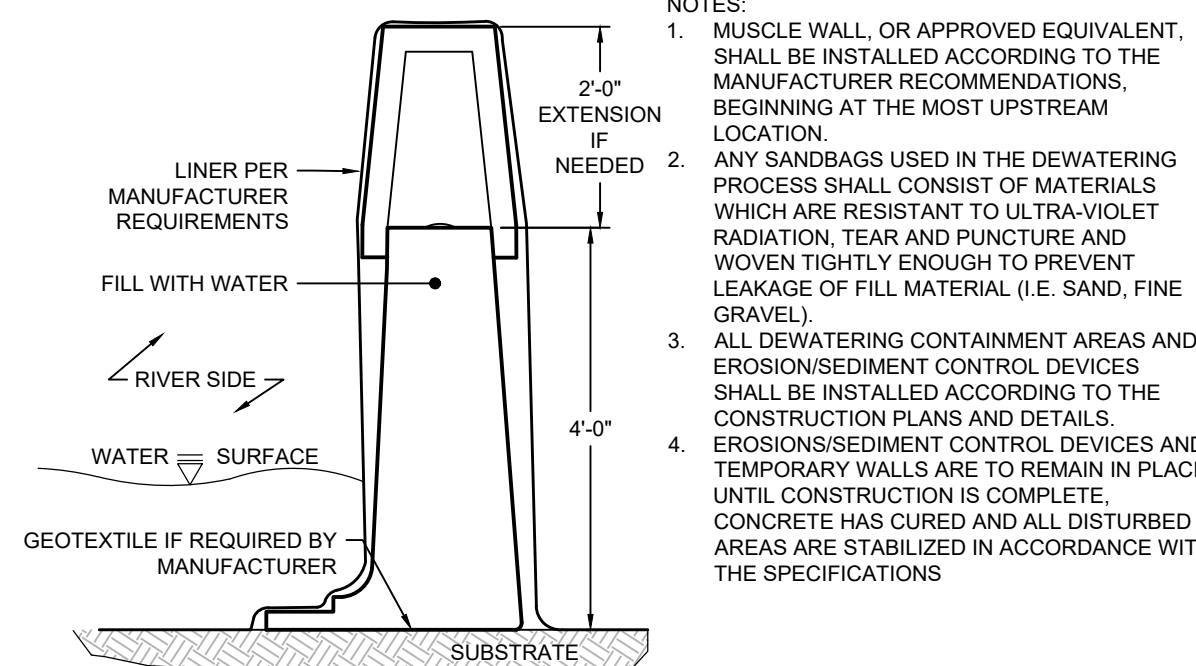
SNOW FENCING PROTECTION

NOT TO SCALE



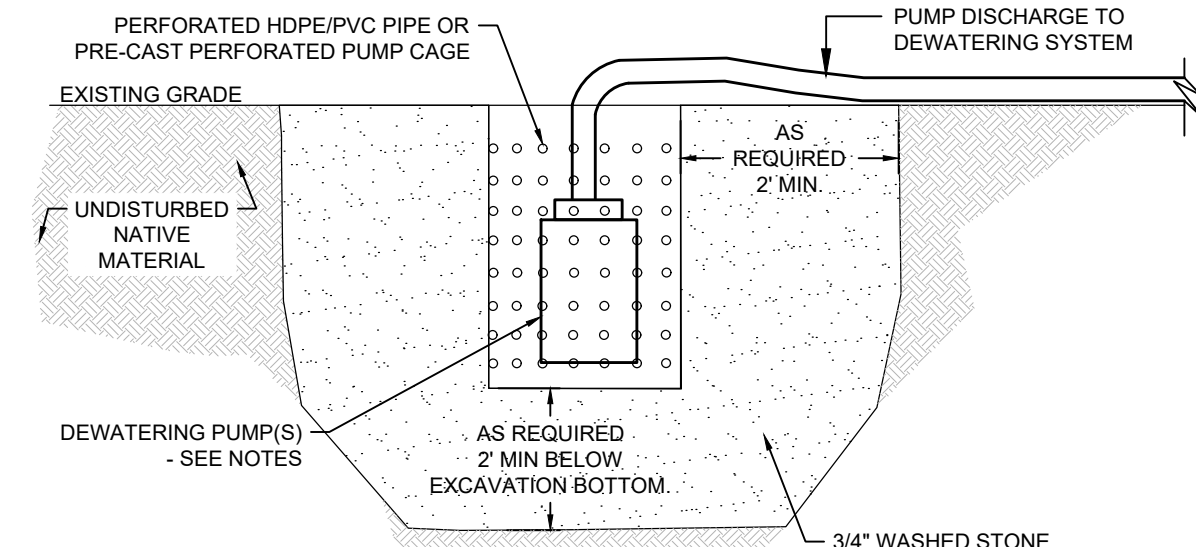
DEWATERING BAG DETAIL

NOT TO SCALE



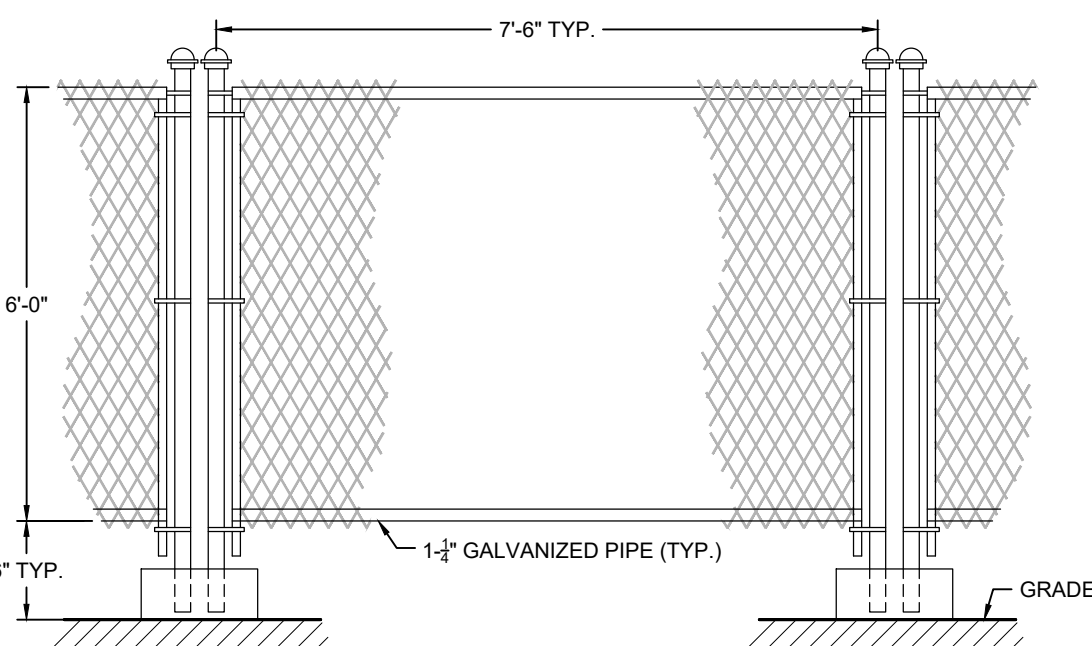
TEMPORARY WATER DIVERSION (MUSCLE WALL OR EQUAL

NOT TO SCALE



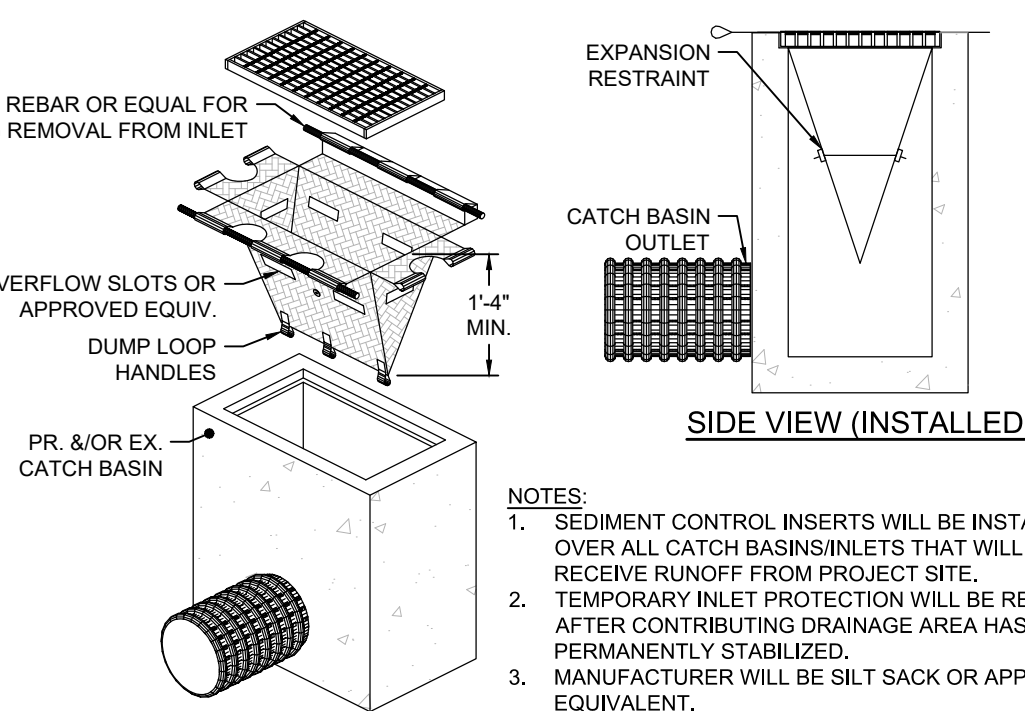
DEWATERING SUMP DETAIL

NOT TO SCALE



TEMPORARY CONSTRUCTION FENCE

NOT TO SCALE

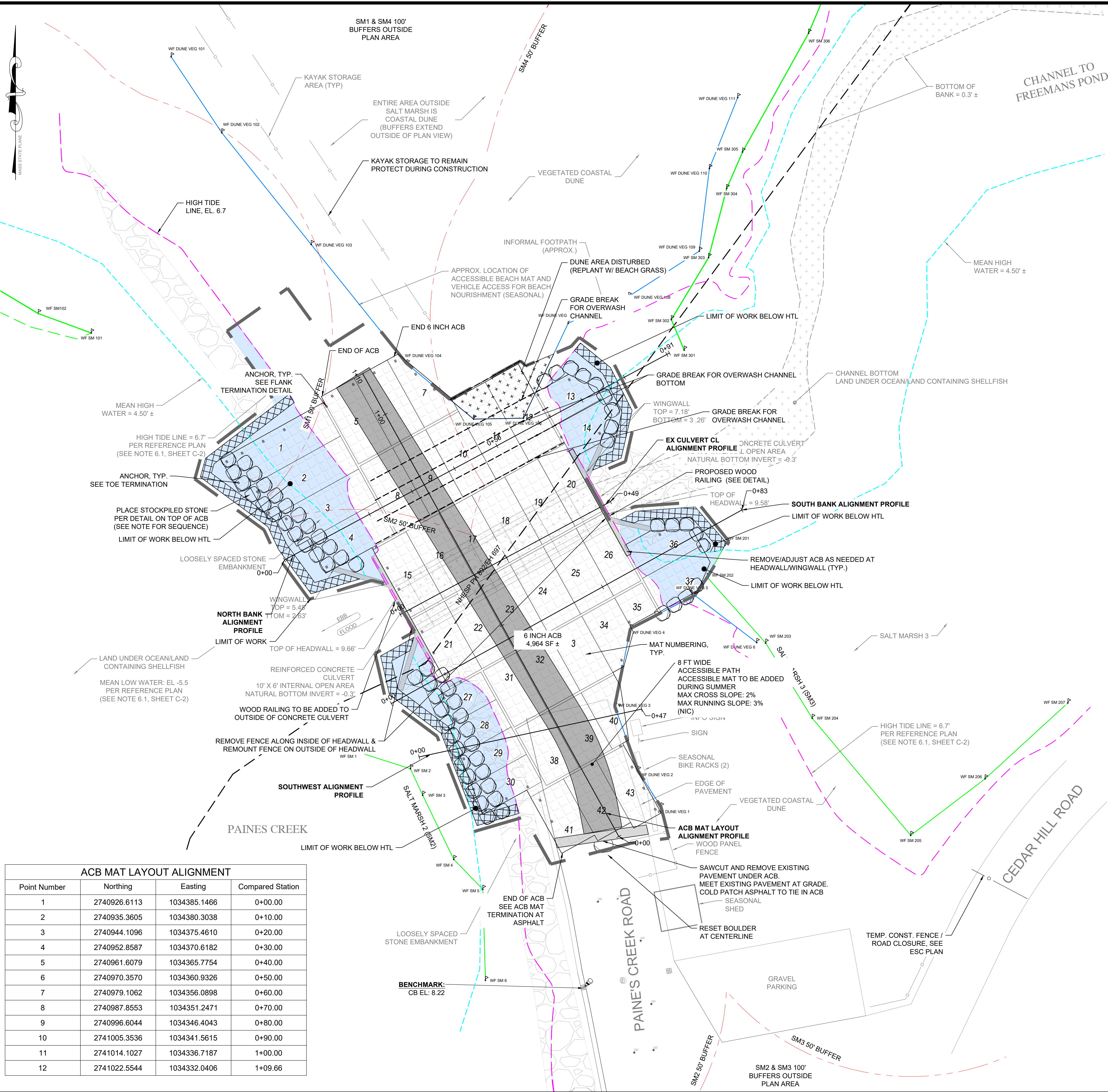


INLET PROTECTION

NOT TO SCALE

Survey Provided By: Horsley Witten Group, Inc. 91 Route 1A Sandwich, MA 02563 Phone: (508) 833-6600 Fax: (508) 833-3150 Date: February 25, 2022		Prepared For: Town of Brewster 2198 Main Street Brewster, MA Phone: (508) 896-3701 Fax: - -		Plan Set: 100% CONSTRUCTION DRAWINGS PAINE'S CREEK CULVERT & BANK STABILIZATION BREWSTER, MASSACHUSETTS		Plan Title: SITE PREP & EROSION CONTROL PLAN	
Registration: 		Project Number: 21119					
Sheet: 3 of 7		Sheet Number: C-3					

last modified: 09/04/26 printed: 09/04/26 by lw H:\Projects\2021\121119 Brewster Paines Creek\Drawings\21119 ST.dwg



ACB MAT LAYOUT ALIGNMENT			
Point Number	Northing	Easting	Compared Station
1	2740926.6113	1034385.1466	0+00.00
2	2740935.3605	1034380.3038	0+10.00
3	2740944.1096	1034375.4610	0+20.00
4	2740952.8587	1034370.6182	0+30.00
5	2740961.6079	1034365.7754	0+40.00
6	2740970.3570	1034360.9326	0+50.00
7	2740979.1062	1034356.0898	0+60.00
8	2740987.8553	1034351.2471	0+70.00
9	2740996.6044	1034346.4043	0+80.00
10	2741005.3536	1034341.5615	0+90.00
11	2741014.1027	1034336.7187	1+00.00
12	2741022.5544	1034332.0406	1+09.66

GENERAL CONSTRUCTION NOTES:

- ALL SITE WORK TO COMPLETE THIS PROJECT, AS INDICATED ON THE DRAWINGS, IN THE SPECIFICATIONS AND AS DESCRIBED BELOW IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- ALL EXISTING CONDITIONS SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE. PRIOR TO THE START OF CONSTRUCTION VERIFY THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING CONDITIONS OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLING ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
- IMMEDIATELY CONTACT AND COORDINATE WITH THE ENGINEER AND OWNER IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED.
- UTILIZE ALL PRECAUTIONS AND MEASURES TO ENSURE THE SAFETY OF THE PUBLIC, ALL PERSONNEL, AND PROPERTY DURING CONSTRUCTION IN ACCORDANCE WITH OSHA STANDARDS, INCLUDING THE INSTALLATION OF TEMPORARY FENCING BARRICADES, SAFETY LIGHTING, CONES, POLICE DETAIL AND/OR FLAGMEN AS DETERMINED NECESSARY BY THE TOWN.
- MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS, PAY ALL FEES INCLUDING POLICE DETAILS AND POST ALL BONDS, IF NECESSARY, ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE OWNER AND THE ENGINEER.
- MAINTAIN ALL EXISTING UTILITIES IN WORKING ORDER AND FREE FROM DAMAGE DURING THE ENTIRE DURATION OF THE PROJECT. REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ALL COST RELATED TO THE REPAIR OF UTILITIES. EXCAVATION REQUIRED WITHIN THE PROXIMITY OF EXISTING UTILITY LINES MUST BE DONE BY HAND.
- IMPORT ONLY CLEAN MATERIAL. MATERIAL FROM AN EXISTING OR FORMER 21E SITE AS DEFINED BY THE MASSACHUSETTS CONTINGENCY PLAN 310 CMR 40.0000 WILL NOT BE ACCEPTED.
- PRIOR TO THE START OF CONSTRUCTION, CONFIRM WITH THE ENGINEER THE LOCATION OF ALL CONTROL POINTS AND BENCHMARKS. MAINTAIN ALL ESTABLISHED CONTROL POINTS AND BENCHMARKS DURING CONSTRUCTION INCLUDING BENCHMARK LOCATIONS AND ELEVATIONS AT CRITICAL AREAS.
- SITE LAYOUT REQUIRED FOR CONSTRUCTION IS TO BE PROVIDED BY THE CONTRACTOR AND SHOULD BE PERFORMED BY A MASSACHUSETTS REGISTERED PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR FOR ALL SURVEY LAYOUT. IF THE CONTRACTOR CHOOSES TO USE GPS, THEY ASSUME THE LIABILITY FOR THE ACCURACY OF ALL HORIZONTAL AND VERTICAL LAYOUT.
- MAINTAIN ALL GRADE STAKES SET BY THE SURVEYOR. GRADE STAKES ARE TO REMAIN UNTIL A FINAL INSPECTION OF THE ITEM HAS BEEN COMPLETED BY THE ENGINEER. RE-STAKING OF PREVIOUSLY SURVEYED SITE FEATURES IS THE RESPONSIBILITY (INCLUDING COST) OF THE CONTRACTOR.
- UNLESS OTHERWISE INDICATED ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS, ALL SITE CONSTRUCTION MATERIALS AND METHODOLOGIES ARE TO CONFORM TO THE MOST RECENT VERSION OF THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- PROVIDE ALL CONSTRUCTION SERVICE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, AND TRENCH WORK.
- COLLECT SOLID WASTES AND STORE IN A SECURED DUMPSTER. THE DUMPSTER MUST MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS.
- RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE PER SPECIFICATIONS. LEAVE ALL AREAS NOT DISTURBED BY CONSTRUCTION IN THEIR NATURAL STATE. TAKE CARE TO PREVENT DAMAGE TO SHRUBS, TREES, OTHER LANDSCAPING AND/OR NATURAL FEATURES. WHEREAS THE PLANS DO NOT SHOW ALL LANDSCAPE FEATURES, EXISTING CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF THE WORK.
- PROVIDE A UNIT PRICE COST IN CUBIC YARD MEASURE FOR LEDGE AND/OR BOULDER REMOVAL. LEDGE AND/OR BOULDERS LESS THAN 1 CUBIC YARD IN SIZE BASED ON THE AVERAGE DIMENSIONS WILL NOT BE CONSIDERED PAYABLE ROCK. PROVIDE UNIT PRICES FOR BOTH ON AND OFF SITE DISPOSAL. IF ADDITIONAL FILL MATERIAL IS REQUIRED INCLUDE THE COST OF ALL FILL MATERIAL.
- REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. PROMPTLY REMOVE ALL DEMOLITION DEBRIS FROM THE SITE TO AN APPROVED DUMP SITE.
- ALL TRUCKS LEAVING THE SITE MUST BE COVERED.
- BURIAL OF ANY STUMPS, SOLID DEBRIS, AND/OR STONES/BOULDERS ONSITE IS PROHIBITED. DO NOT USE ROAD SALT OR OTHER DE-ICING CHEMICALS ON THE ACCESS ROADWAY.
- THE CONTRACTOR MUST MAINTAIN ACCURATE RECORDS OF THE LOCATION AND ELEVATION OF ALL WORK INSTALLED AND EXISTING UTILITIES FOUND DURING CONSTRUCTION FOR THE PREPARATION OF THE AS-BUILT PLAN.
- AT THE END OF CONSTRUCTION, REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIALS FROM THE SITE PERFORM A THOROUGH INSPECTION OF THE WORK PERIMETER. COLLECT AND REMOVE ALL MATERIALS AND BLOWN OR WATER CARRIED DEBRIS FROM THE SITE.

RESOURCE AREA IMPACTS (FOR PERMITTING ONLY)

TOTAL PROJECT LIMIT OF WORK: 6,570 SF

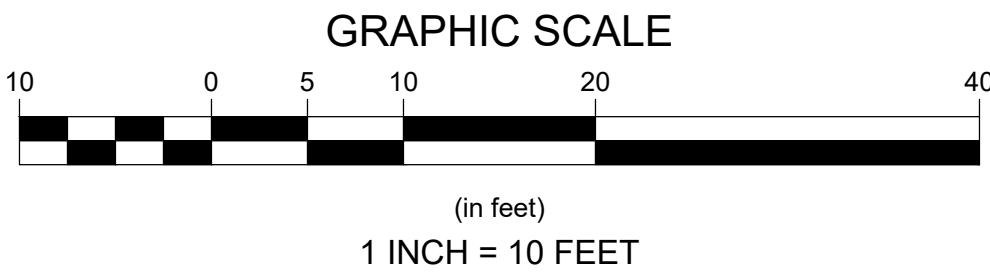
1. SALT MARSH:	0 SF
2. COASTAL BEACH:	0 SF
3. COASTAL DUNE:	6,245 SF
4. LAND UNDER THE OCEAN/ LAND CONTAINING SHELLFISH:	505 SF
5. RIVERFRONT AREA:	6,570 SF
6. LAND SUBJECT TO COASTAL STORM FLOWAGE:	6,570 SF

HARD SCAPE AREAS

	EXISTING	PROPOSED (LOW)
CULVERT:	1,150 SF	1,150 SF
REVTMENT STONE:	710 SF	9,166 SF*
ACBs (BURRIED):	0 SF	4,964 SF
TOTAL:	1,860 SF	15,280 SF

LEGEND:

	6 INCH ARTICULATED CONCRETE BLOCK (ACB)
	EDGE OF PAVEMENT
	FENCE - WOOD
	LIMIT OF WORK
	EXISTING STONE
	BOULDER
	WORK AREA BELOW HTL



Revisions

Rev	Date	By	Appr	Description
1	09/04/26	JK	JK	Final

Horsley Witten Group, Inc.

Sustainable Environmental Solutions

90 Route 6A

Sandwich, MA 02563

508-833-6600 voice

508-833-3150 fax

Checked By: EVH

Drawn By: EVH

Designed By: JK

Date: SEPTEMBER 2026

100% CONSTRUCTION DRAWINGS

PAINES CREEK CULVERT & BANK

STABILIZATION

BREWSTER, MASSACHUSETTS

Plan Set:

Plan Title:

Prepared For:

Town of Brewster

2198 Main Street

Brewster, MA

Phone: (508) 896-3701

Fax: -

Survey Provided By:

Horsley Witten Group, Inc.

90 Route 6A

Sandwich, MA 02563

Phone: (508) 833-6600

Fax: (508) 833-3150

Date: February 25, 2022

Registration:

Project Number:

21119

Sheet:

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Sheet Number:

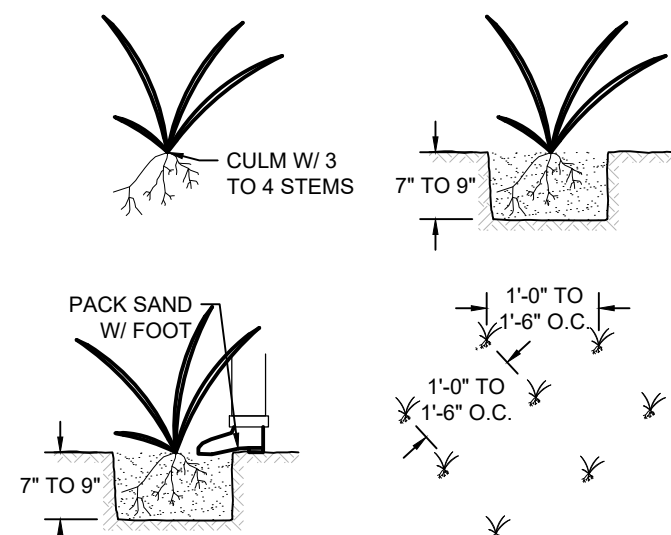
C - 4

THE FOLLOWING CONSTRUCTION SEQUENCE IS TO BE USED AS A GENERAL GUIDELINE. COORDINATE WITH THE OWNER, ENGINEERS, AND LANDSCAPE ARCHITECT. SUBMIT A PROPOSED CONSTRUCTION SEQUENCE FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

- GENERAL GRADING AND DRAINAGE NOTES:

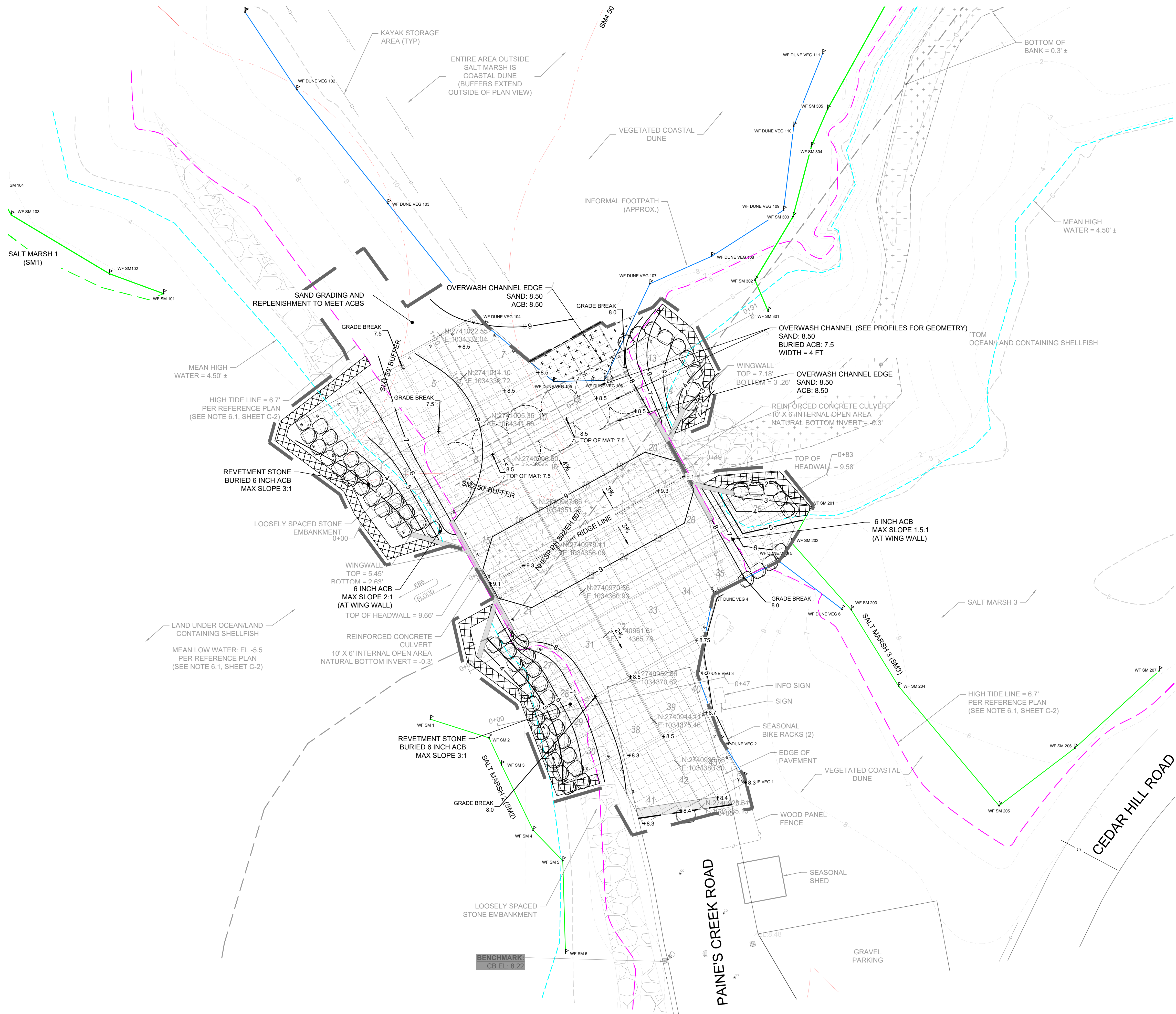
- BEACH GRASS PLANTING INFO :

1. MATERIALS: PROVIDE DORMANT BARE-ROOT AMERICAN BEACHGRASS (AMMOPHILA BREVILIGULATA), CAPE CULMART OR APPROVED NATIVE BEACHGRASS FROM A CERTIFIED NURSERY. EACH PLANTING MATERIAL CONSIST OF A BUNDLE CONTAINING A MINIMUM OF 3 TO 4 JOLTY STEMS (CULMS) WITH ATTACHED RHIZOMES. REJECT DEAD, DAMAGED, OR DECAYED STOCK.
2. SCHEDULE / WINDOW: PERFORM PLANTING DURING THE DORMANT SEASON BETWEEN NOVEMBER 15 AND APRIL 15 WHEN THE SOIL/SAND IS NOT FROZEN. SCHEDULE WORK TO ALLOW MAXIMUM ROOT ESTABLISHMENT PRIOR TO SPRING STORM EVENTS AND SEASONAL HIGH TEMPERATURES.
3. EXCAVATION & DEPTH: INSTALL ALL CULMS AT A MINIMUM DEPTH OF 8 INCHES TO 10 INCHES BELOW EXISTING GRADE TO ENSURE CONTACT WITH SUBSURFACE MOISTURE.
4. SPACING & PATTERN: LAYOUT PLANTINGS IN A STAGGERED DIAMOND GRID PATTERN: 12-INCH SPACING (CENTER-TO-CENTER); STEEP SLOPES, PRIMARY SEAWARD FACES, AND HIGH-EROSION ZONES.
(SLOPE CENTER-TO-CENTER): STABLE CRESTS, SECONDARY SLOPES, AND SHELTERED BACK-DUNE AREAS.
5. BACKFILL & COMPACTION: BACKFILL PLANT HOLES COMPLETELY WITH CLEAN DUNE SAND. HAND TAMP OR FIRM SAND IMMEDIATELY AROUND EACH STEM UNIT TO ELIMINATE AIR POCKETS AROUND THE ROOT/RHIZOME ZONE.
6. SITE PROTECTION & FENCING: CONTRACTOR WILL ERECT TEMPORARY BARRIER FENCING TO PROTECT NEWLY PLANTED ZONES FROM PEDESTRIAN AND VEHICLE TRAFFIC THROUGHOUT THE CONSTRUCTION PERIOD.



NOTES:
1. STORE CULMS IN COOL MOIST SHADE PLANT FROM LATE FALL TO EARLY SPRING.

BEACH GRASS PLANTING
NOT TO SCALE



GRAPHIC SCALE

(in feet)

1 INCH = 10 FEET

[illegible]

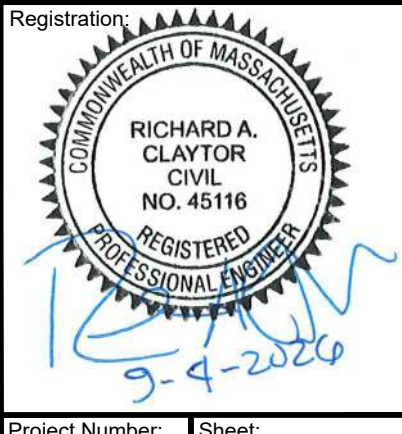
Horsley Witten Group, Inc.
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90 Route 6A, Unit 1
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100% CONSTRUCTION DRAWINGS
PAINE'S CREEK CULVERT & BANK
STABILIZATION
BREWSTER, MASSACHUSETTS

Plan Set:

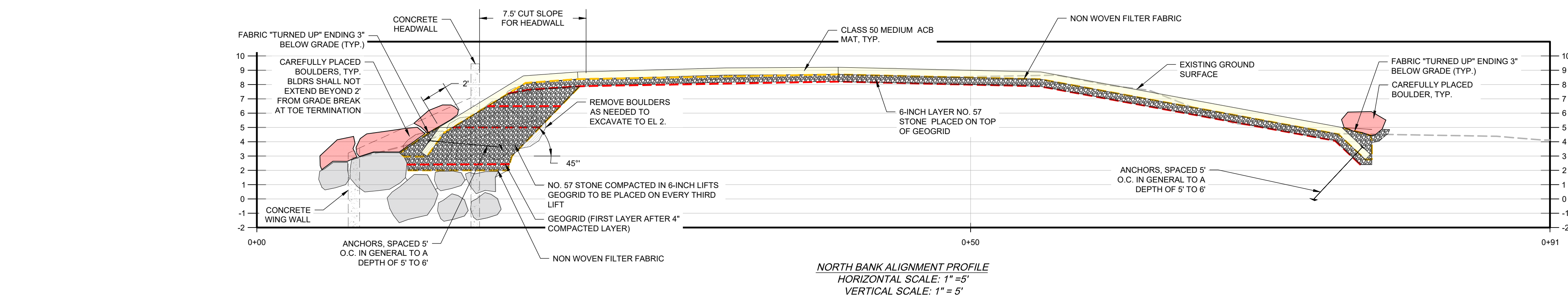
Prepared For:
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Brewster, MA
Phone: (508) 896-3701
Fax: - -

Survey Provided By:
Horsley Witten Group, Inc.
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Fax: (508) 833-3150
Dated: February 25, 2022



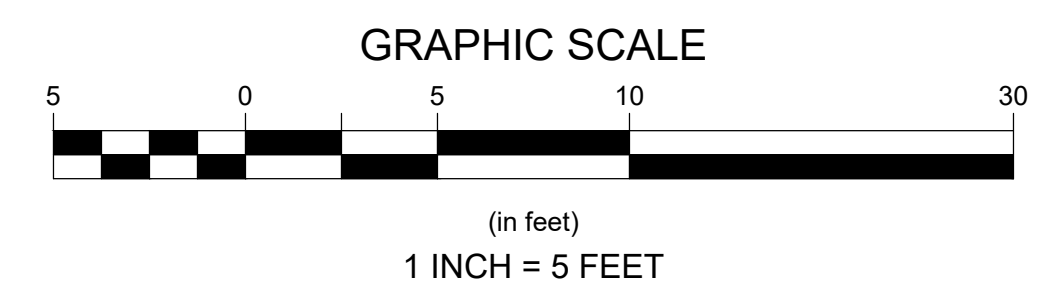
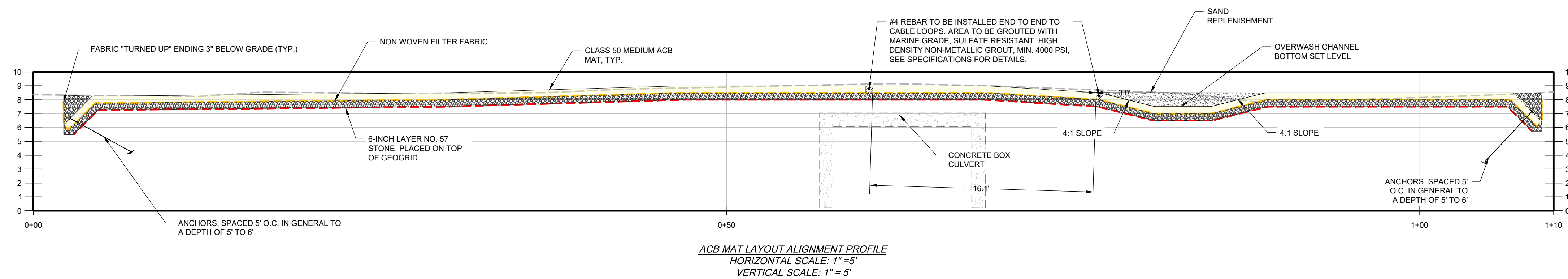
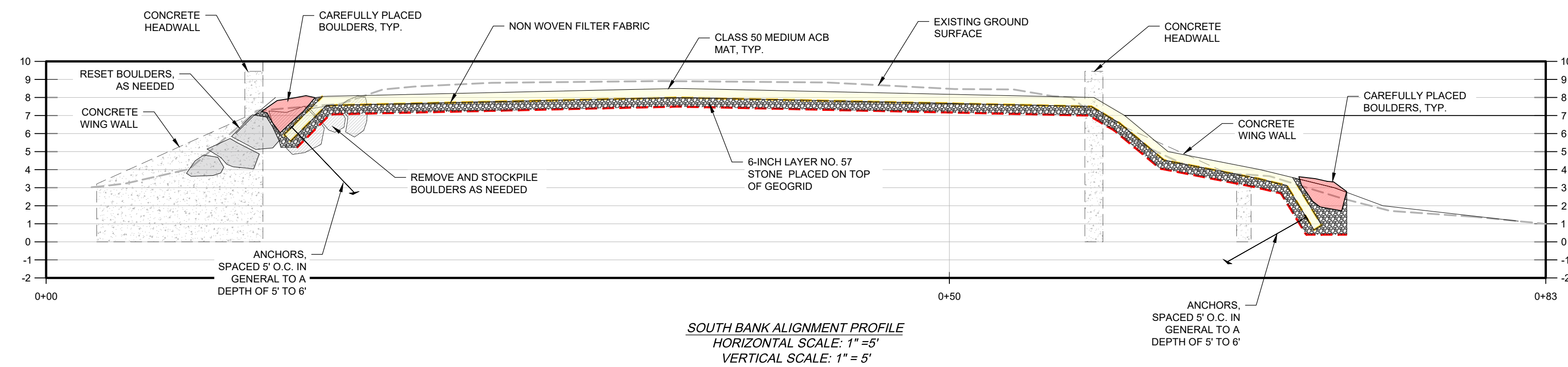
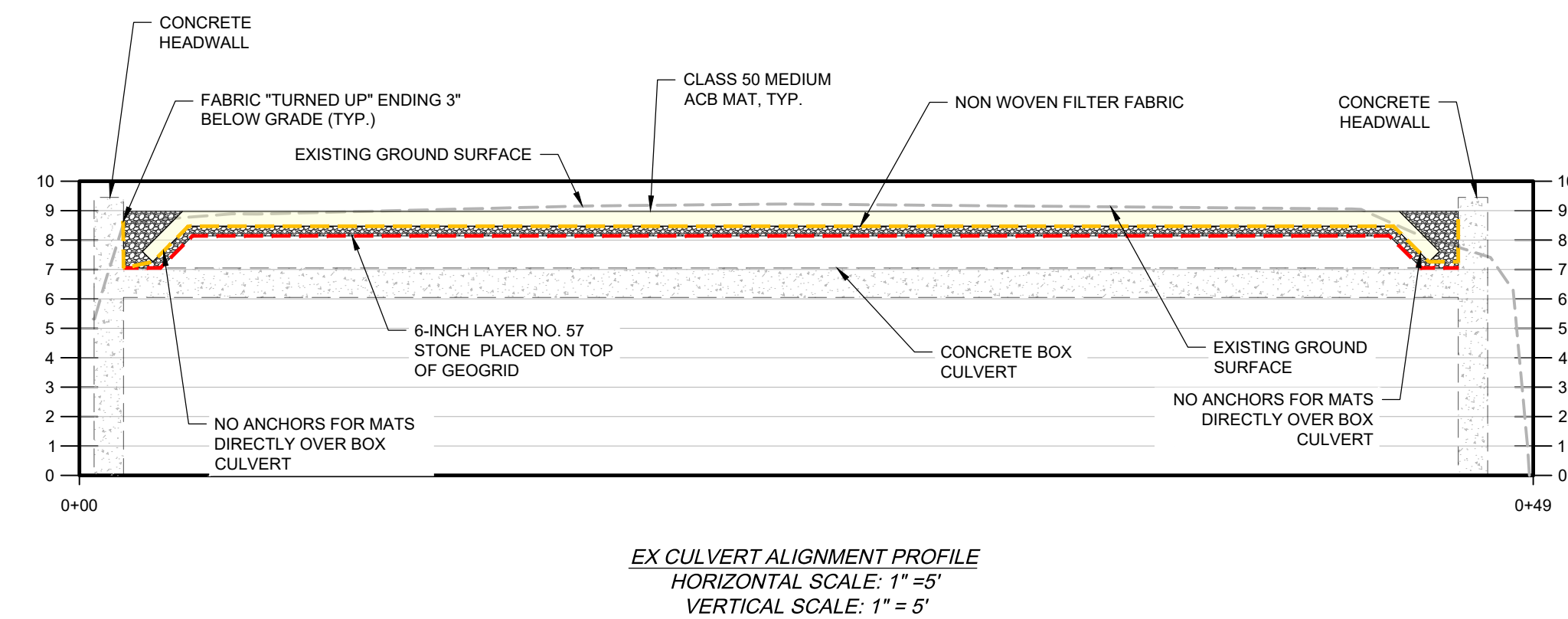
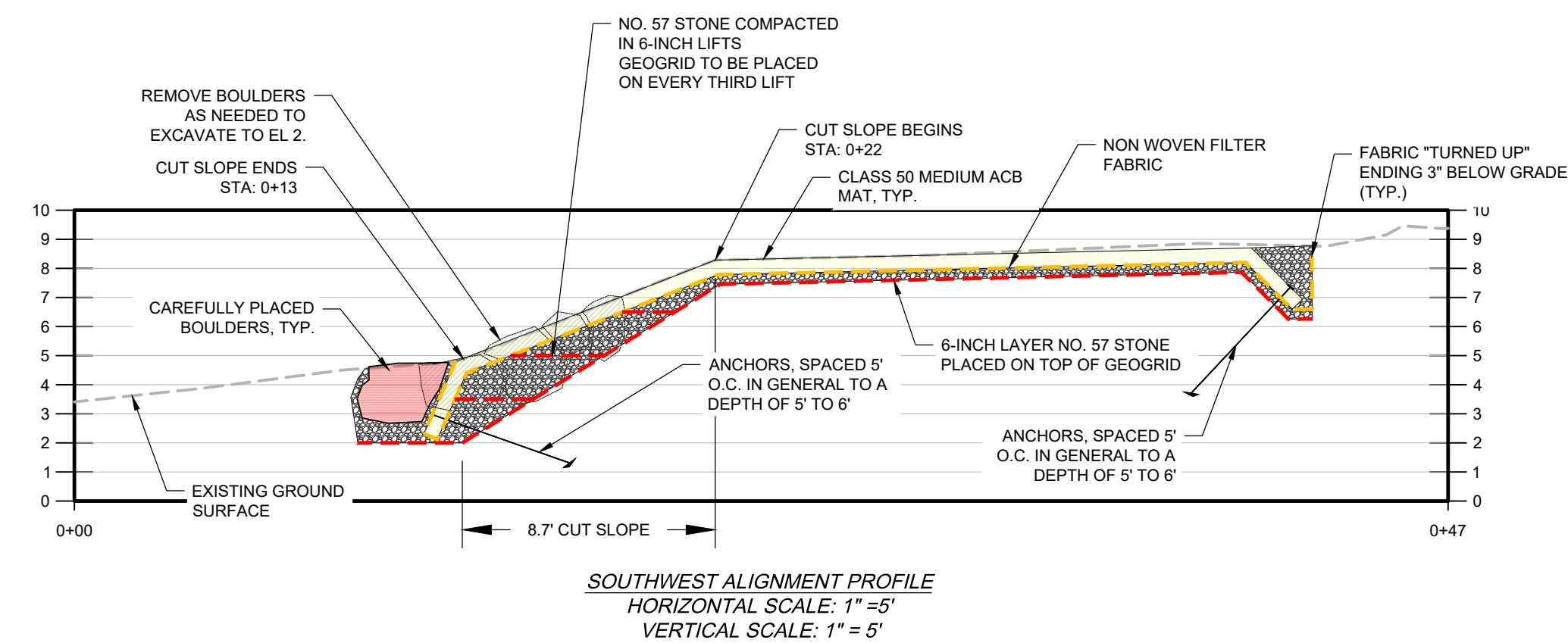
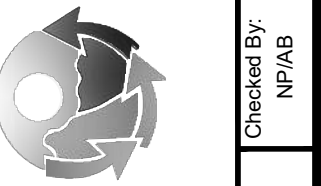
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NOTE:

1. WHERE BOULDERS COME INTO CONTACT WITH THE ACB MATTING, THE CONTRACTOR SHALL SELECTIVELY USE FLAT FACED BOULDERS TO AVOID POINT LOADING ONTO THE ACB MATS. BOULDERS SHALL BE CAREFULLY SET AS TO NOT DAMAGE ACB MATS.

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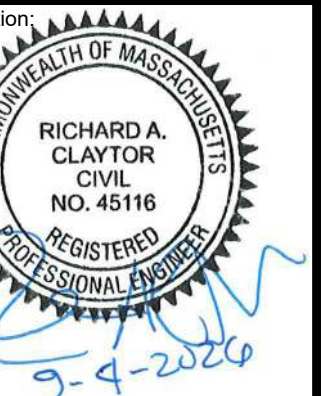
Sustainable Environmental Solutions
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508-833-6600 voice
508-833-3150 fax

Date:	Designed By:	Drawn By:	Checked By:
MAY 20, 2022	JK	GSG	NP/AB

PAINE'S CREEK CULVERT I & BANK STABILIZATION BREWSTER, MASSACHUSETTS ALIGNMENT PROFILES

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Dated: February 25, 2022



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COLD PATCH ASPHALT - MASSDOT M3.08.0
INSTALLED IN ACCORDANCE WITH
MASSDOT STANDARD SPECIFICATION
SUBSECTION 472

ARTICULATED CONCRETE
BLOCK MAT

1

2 UNIT

MIN.

APPROVED
SUBGRADE

COMPACTED NO. 57 STONE,
6" DEPTH

GEOTEXTILE
(TURN ENDS UP END 3"
BELOW FINISHED GRADE)

GEOGIRD

[illegible]

Diagram illustrating the cross-section of a retaining wall system, showing the wall structure, backfill, and foundation details.

Labels and Dimensions:

- BACKFILL (SEE SPECS) OR BOULDERS (SEE TOE TERMINATION DETAIL)
- ARTICULATED CONCRETE BLOCK MAT
- 1
- 2
- 2 UNIT MIN.
- APPROVED SUBGRADE
- COMPACTED NO. 57 STONE, DEPTH VARIES
- ANCHOR (SEE ACB SPEC)
- GEOTEXTILE (TURN UPS UP END 3' BELOW FINISHED GRADE)
- GEOGRID

Diagram illustrating the installation of interlocking floor mats. The mats are shown in two configurations: a 'REGULAR MAT' and an 'ANGLE MAT'. The mats are interlocking and are set in a '4,000 PSI NON-SHRINK HIGH DENSITY NON-METALLIC GROUT'.

PER GRADING PLAN OR TO MATCH EXISTING GRADE

DEPTH = 1 FT

4 FT

SAND, REPLENISH AS NEEDED

GEOGRID

GEOTEXTILE

APPROVED NATIVE MATERIAL

SEE ACB INSTALLATION DETAIL

6" COMPACTED NO. 57 STONE

REVETMENT CABLE SLEEVE

REVETMENT CABLE

REVETMENT WASHER

#4 REBAR TO CONNECT TO LOOPED END OF CABLES FROM END TO END

#4 REBAR

REVETMENT CABLE

4,000 PSI NON-SHRINK HIGH DENSITY NON-METALLIC GROUT

ARTICULATED BLOCK MAT

GEOTEXTILE

2 x 8 PRESSURE TREATED CAP @ 45° (ATTACH TO POST)

$\frac{3}{8}$ " STAINLESS STEEL CARRIAGE BOLTS @ 12" C-C

DOUBLE 2 x 6 PRESSURE TREATED

$\frac{3}{4}$ " STAINLESS STEEL BOLTS SET W/ WEDGE ANCHORS (TWO PER POST)

6 x 6 PRESSURE TREATED POST

14" CONCRETE HEADWALL

EXISTING RAILING

30"

4"

8"

19"

1. PRESERVATION TREATMENT SHALL BE INSPECTED AND CERTIFIED IN ACCORDANCE WITH AASHTO M 133 AND AWP A STANDARD M2.
2. ALL TIMBER MATERIALS SHALL FOLLOW POST-TREATMENT REQUIREMENTS SUMMARIZED IN BEST MANAGEMENT PRACTICES FOR THE USE OF TREATED WOOD IN AQUATIC ENVIRONMENTS (WWPI 1996) TO ENSURE ALL SURFACES ARE FREE OF EXCESS PRESERVATIVE AND CHEMICALS ARE FIXED IN THE WOOD.
3. TIMBER SHALL BE DRIED TO A MOISTURE CONTENT OF 19% OR LESS AFTER TREATMENT.
4. ALL TIMBER COMPONENTS SHALL BE FABRICATED TO THE MAXIMUM EXTENT PRACTICABLE, INCLUDING CUTS, COUNTERBORES, AND HOLES, PRIOR TO TREATMENT.
5. ALL FIELD CUTS, COUNTERBORES, AND HOLES SHALL BE TREATED WITH COPPER NAPHTHATE IN ACCORDANCE WITH AWP A STANDARD M4.
6. THREADS ON ALL HARDWARE SHALL BE PEENED OVER AFTER TIGHTENING.
7. ALL HARDWARE GALVANIZING AFTER PEENING.
8. ALL HARDWARE INCLUDING A-307 FASTENERS FOR TIMBER CONNECTIONS SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A-123 OR ASTM A-153, AS APPLICABLE.
9. PRE-DRILLING IS REQUIRED FOR ALL LAG AND BOLT INSTALLATIONS.
10. ALL WOOD AND METAL COMPONENTS SHALL BE HANDLED AND STORED CAREFULLY SO AS NOT TO DAMAGE THE MATERIAL. IF DAMAGE DOES OCCUR, EXPOSED UNTREATED WOOD SHALL BE FIELD TREATED IN ACCORDANCE WITH AASHTO M 133.
11. TIMBER SURFACES AND EDGES SHALL BE PLANED AND SANDED SMOOTH.

DETAILS

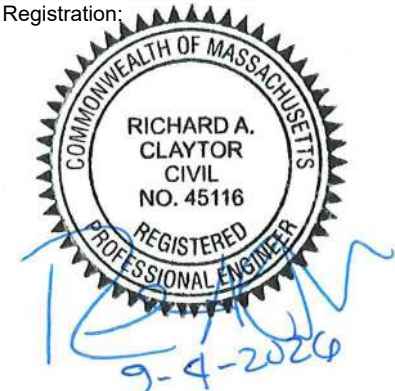
[illegible]

Horsley Witten Group, Inc.
Sustainable Environmental Solutions
www.horsleywitten.com
90 Route 6A
Sandwich, MA 02563
508-833-6600 voice
508.832.3450 fax

Date:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
SEPTEMBER 2026	JK	EWB	RACINP

Prepared For:
Town of Brewster
2198 Main Street
Brewster, MA
Phone: (508) 896-3701

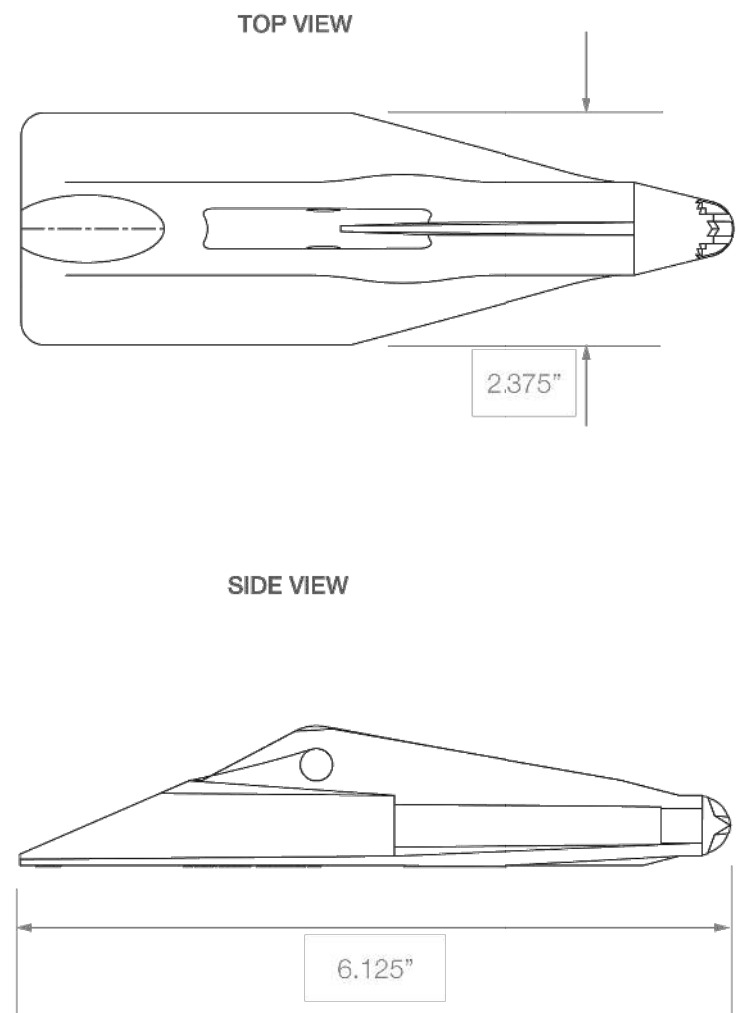
Survey Provided By:
Horsley Witten Group, Inc.
90 Route 6A
Sandwich, MA 02563
Phone: (508) 833-6600
Fax: (508) 833-3150
Dated: February 25, 2022



Project Number:	Sheet :
21110	7 of 7

Sheet Number

C - 7



ANCHOR SPECIFICATIONS	
MATERIAL	ZINC - ALUMINUM ALLOY - ZA 2
SURFACE AREA	7,740 MM ²

ORTHOGRAPHIC PROJECTIONS

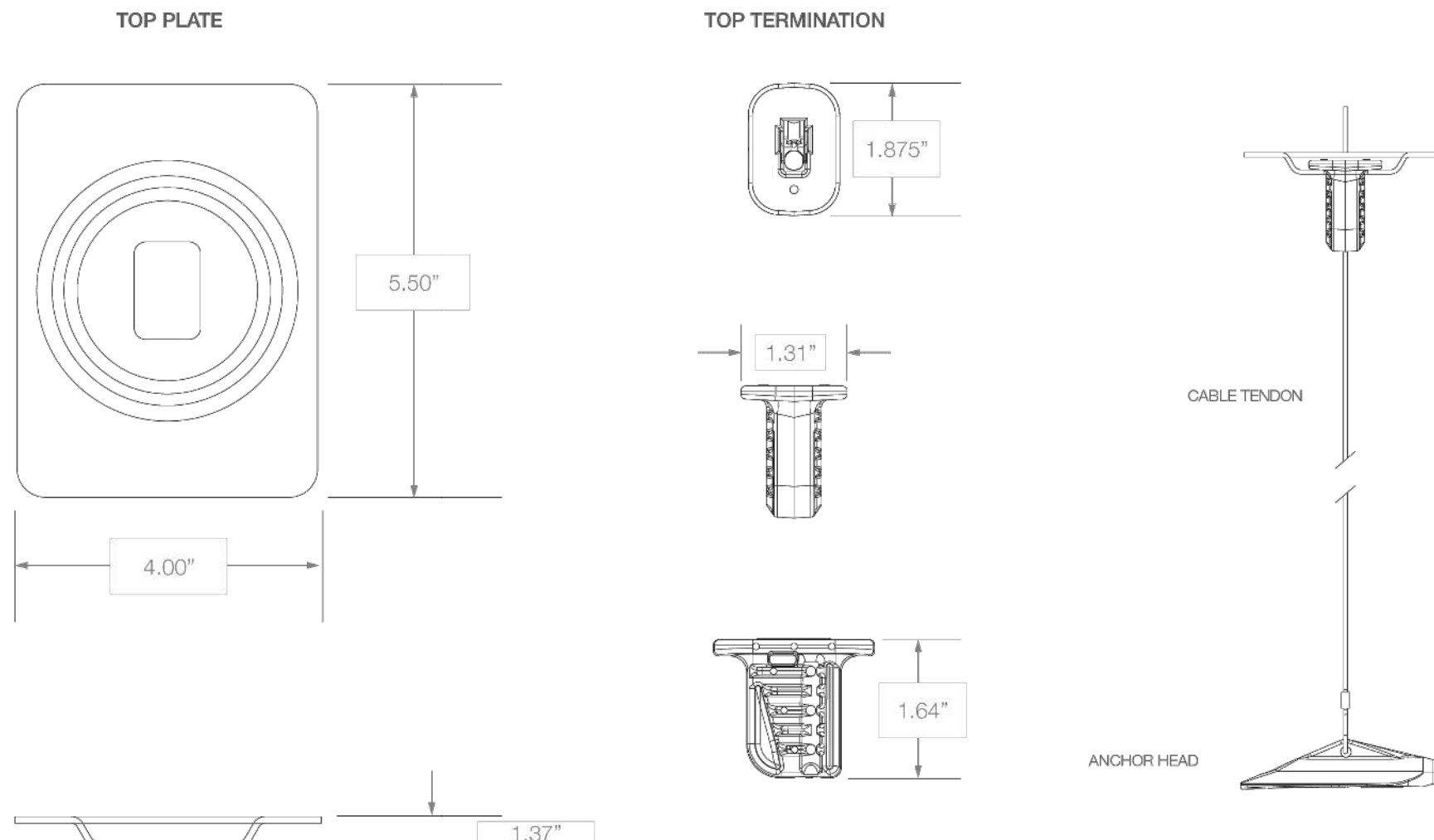
TOP VIEW

FRONT VIEW

1.10"

1.46"

BEARING PLATE & TOP TERMINATION	
MATERIAL	STEEL ZINC PLASTICOL COATED / ZA 2 & CERAMIC
SAFE WORKING LOAD	2,500 LBS



BEARING PLATE & TOP TERMINATION
NOT TO SCALE

CABLE OPTIONS	
1	ZINC - ALUMINIUM ZN - AL COATED CARBON STEEL (7X19 STRANDS)
2	STAINLESS STEEL TYPE 316 (7X19 STRANDS)

"ATTACHMENT A"

[MASS and Federal Wage Rates]



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

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	Brewster - Department of Public Works	City/Town:	BREWSTER
Wage Request No:	20260826114709	Job Location:	various locations around Town
Description of Work:	Tree work around Town		
Contract Number:			

§§ 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 Apprentice 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/flid; (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	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
	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	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
	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	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
	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	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							
ASPHALT RAKER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BOILER MAKER Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10
Apprentice to Journeyworker Ratio: 1:4							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2026	\$70.15	\$12.84	\$15.57	\$8.02	\$0.00	\$106.58
BRICKLAYERS LOCAL 3	2/1/2027	\$71.55	\$12.84	\$15.57	\$8.02	\$0.00	\$107.98
BRICKLAYERS LOCAL 3 (NEW BEDFORD)							
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.08	\$12.84	\$15.57	\$8.02	\$0.00	\$71.51
2	60.00	\$42.09	\$12.84	\$15.57	\$8.02	\$0.00	\$78.52
3	70.00	\$49.11	\$12.84	\$15.57	\$8.02	\$0.00	\$85.54
4	80.00	\$56.12	\$12.84	\$15.57	\$8.02	\$0.00	\$92.55
5	90.00	\$63.14	\$12.84	\$15.57	\$8.02	\$0.00	\$99.57
Apprentice: 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	\$35.78	\$12.84	\$15.57	\$8.02	\$0.00	\$72.21
2	60.00	\$42.93	\$12.84	\$15.57	\$8.02	\$0.00	\$79.36
3	70.00	\$50.09	\$12.84	\$15.57	\$8.02	\$0.00	\$86.52
4	80.00	\$57.24	\$12.84	\$15.57	\$8.02	\$0.00	\$93.67
5	90.00	\$64.40	\$12.84	\$15.57	\$8.02	\$0.00	\$100.83
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS	12/1/2026	\$51.90	\$10.90	\$9.75	\$9.80	\$0.00	\$82.35
LABORERS - FOUNDATION AND MARINE							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS	12/1/2026	\$51.08	\$10.90	\$9.75	\$9.80	\$0.00	\$81.53
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2026	\$50.85	\$11.08	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS	9/1/2026	\$52.10	\$11.08	\$11.47	\$8.50	\$0.00	\$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	\$53.35	\$11.08	\$11.47	\$8.50	\$0.00	\$84.40

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

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

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00
Apprentice to Journeyworker Ratio: 1:5							
CARPENTER WOOD FRAME	10/1/2025	\$27.37	\$7.38	\$4.47	\$1.00	\$0.00	\$40.22
CARPENTERS	10/1/2026	\$28.47	\$7.38	\$4.47	\$1.00	\$0.00	\$41.32
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							
Apprentice: CARPENTER WOOD FRAME Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08
7	85.00	\$23.26	\$7.38	\$3.80	\$1.00	\$0.00	\$35.44
8	90.00	\$24.63	\$7.38	\$3.80	\$1.00	\$0.00	\$36.81
Apprentice: CARPENTER WOOD FRAME Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
2	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
3	65.00	\$18.51	\$7.38	\$0.00	\$1.00	\$0.00	\$26.89
4	70.00	\$19.93	\$7.38	\$0.00	\$1.00	\$0.00	\$28.31
5	75.00	\$21.35	\$7.38	\$3.80	\$1.00	\$0.00	\$33.53
6	80.00	\$22.78	\$7.38	\$3.80	\$1.00	\$0.00	\$34.96
7	85.00	\$24.20	\$7.38	\$3.80	\$1.00	\$0.00	\$36.38
8	90.00	\$25.62	\$7.38	\$3.80	\$1.00	\$0.00	\$37.80
Apprentice to Journeyworker Ratio: 1:5							
CEMENT MASONRY/PLASTERING	7/1/2026	\$54.49	\$13.35	\$16.43	\$7.78	\$1.80	\$93.85
PLASTERERS AND CEMENT MASONS LOCAL 534	1/1/2027	\$55.94	\$13.35	\$16.43	\$7.78	\$1.80	\$95.30
Plasterers and Cement Masons - Zone 1	7/1/2027	\$57.29	\$13.35	\$16.43	\$7.78	\$1.80	\$96.65
	1/1/2028	\$58.64	\$13.35	\$16.43	\$7.78	\$1.80	\$98.00

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.25	\$13.35	\$16.43	\$0.00	\$0.00	\$57.03
2	60.00	\$32.69	\$13.35	\$16.43	\$7.78	\$1.80	\$72.05
3	65.00	\$35.42	\$13.35	\$16.43	\$7.78	\$1.80	\$74.78
4	70.00	\$38.14	\$13.35	\$16.43	\$7.78	\$1.80	\$77.50
5	75.00	\$40.87	\$13.35	\$16.43	\$7.78	\$1.80	\$80.23
6	80.00	\$43.59	\$13.35	\$16.43	\$7.78	\$1.80	\$82.95
7	90.00	\$49.04	\$13.35	\$0.00	\$7.78	\$0.00	\$70.17
Apprentice: CEMENT MASONRY/PLASTERING Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.97	\$13.35	\$16.43	\$0.00	\$0.00	\$57.75
2	60.00	\$33.56	\$13.35	\$16.43	\$7.78	\$1.80	\$72.92
3	65.00	\$36.36	\$13.35	\$16.43	\$7.78	\$1.80	\$75.72
4	70.00	\$39.16	\$13.35	\$16.43	\$7.78	\$1.80	\$78.52
5	75.00	\$41.96	\$13.35	\$16.43	\$7.78	\$1.80	\$81.32
6	80.00	\$44.75	\$13.35	\$16.43	\$7.78	\$1.80	\$84.11
7	90.00	\$50.35	\$0.00	\$16.43	\$0.00	\$0.00	\$66.78
Apprentice to Journeyworker Ratio: 1:5							
CHAIN SAW OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.61	\$17.05	\$13.35	\$3.25	\$0.00	\$94.26
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74
	12/1/2026	\$62.09	\$17.05	\$13.35	\$3.25	\$0.00	\$95.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51

Construction

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

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

Apprentice to Journeyworker Ratio: 1:1

DEMO: ADZEMAN	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS	12/7/2026	\$51.80	\$10.90	\$9.75	\$9.65	\$0.00	\$82.10
LABORERS - ZONE 2	6/7/2027	\$53.40	\$10.90	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.00	\$10.90	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.68	\$10.90	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.35	\$10.90	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS	12/7/2026	\$51.55	\$10.90	\$9.75	\$9.65	\$0.00	\$81.85
LABORERS - ZONE 2	6/7/2027	\$53.15	\$10.90	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$54.75	\$10.90	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.43	\$10.90	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.10	\$10.90	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS	12/7/2026	\$50.80	\$10.90	\$9.75	\$9.65	\$0.00	\$81.10
LABORERS - ZONE 2	6/7/2027	\$52.40	\$10.90	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.00	\$10.90	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.68	\$10.90	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.35	\$10.90	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56 (ZONE 2)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
ELECTRICIANS LOCAL 223							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELECTRICIAN							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.90	\$12.25	\$0.63	\$0.00	\$0.00	\$33.78
2	45.00	\$23.51	\$12.25	\$0.71	\$0.00	\$0.00	\$36.47
3	50.00	\$26.13	\$12.25	\$0.78	\$0.00	\$0.00	\$39.16
4	55.00	\$28.74	\$12.25	\$6.61	\$2.50	\$0.00	\$50.10
5	60.00	\$31.35	\$12.25	\$7.21	\$2.50	\$0.00	\$53.31
6	65.00	\$33.96	\$12.25	\$7.82	\$2.50	\$0.00	\$56.53
7	70.00	\$36.58	\$12.25	\$8.41	\$2.50	\$0.00	\$59.74
8	75.00	\$39.19	\$12.25	\$9.02	\$2.50	\$0.00	\$62.96

Apprentice: ELECTRICIAN							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.89	\$12.50	\$0.66	\$0.00	\$0.00	\$35.05
2	45.00	\$24.62	\$12.50	\$0.74	\$0.00	\$0.00	\$37.86
3	50.00	\$27.36	\$12.50	\$0.82	\$0.00	\$0.00	\$40.68
4	55.00	\$30.10	\$12.50	\$6.92	\$2.75	\$0.00	\$52.27
5	60.00	\$32.83	\$12.50	\$7.54	\$2.75	\$0.00	\$55.62
6	65.00	\$35.57	\$12.50	\$8.18	\$2.75	\$0.00	\$59.00
7	70.00	\$38.30	\$12.50	\$8.81	\$2.75	\$0.00	\$62.36
8	75.00	\$41.04	\$12.50	\$9.43	\$2.75	\$0.00	\$65.72

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$77.26	\$16.38	\$11.06	\$10.70	\$0.00	\$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$80.55	\$16.48	\$11.16	\$11.00	\$0.00	\$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$38.63	\$0.00	\$0.00	\$0.00	\$0.00	\$38.63
2	55.00	\$42.49	\$16.38	\$11.06	\$10.70	\$0.00	\$80.63
3	65.00	\$50.22	\$16.38	\$11.06	\$10.70	\$0.00	\$88.36
4	70.00	\$54.08	\$16.38	\$11.06	\$10.70	\$0.00	\$92.22
5	80.00	\$61.81	\$16.38	\$11.06	\$10.70	\$0.00	\$99.95

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2027 <table><thead><tr><th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr></thead><tbody><tr><td>1</td><td>50.00</td><td>\$40.28</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$40.28</td></tr><tr><td>2</td><td>55.00</td><td>\$44.30</td><td>\$16.48</td><td>\$11.16</td><td>\$11.00</td><td>\$0.00</td><td>\$82.94</td></tr><tr><td>3</td><td>65.00</td><td>\$52.36</td><td>\$16.48</td><td>\$11.16</td><td>\$11.00</td><td>\$0.00</td><td>\$91.00</td></tr><tr><td>4</td><td>70.00</td><td>\$56.39</td><td>\$16.48</td><td>\$11.16</td><td>\$11.00</td><td>\$0.00</td><td>\$95.03</td></tr><tr><td>5</td><td>80.00</td><td>\$64.44</td><td>\$16.48</td><td>\$11.16</td><td>\$11.00</td><td>\$0.00</td><td>\$103.08</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28	2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94	3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00	4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03	5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																																
1	50.00	\$40.28	\$0.00	\$0.00	\$0.00	\$0.00	\$40.28																																																
2	55.00	\$44.30	\$16.48	\$11.16	\$11.00	\$0.00	\$82.94																																																
3	65.00	\$52.36	\$16.48	\$11.16	\$11.00	\$0.00	\$91.00																																																
4	70.00	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03																																																
5	80.00	\$64.44	\$16.48	\$11.16	\$11.00	\$0.00	\$103.08																																																
Apprentice to Journeyworker Ratio: 1:1																																																							
ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$54.08	\$16.38	\$11.06	\$10.07	\$0.00	\$91.59																																																
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	\$56.39	\$16.48	\$11.16	\$11.00	\$0.00	\$95.03																																																
ELEVATOR CONSTRUCTORS LOCAL 4																																																							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"																																																							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77																																																
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21																																																
LABORERS - ZONE 2 (HEAVY & HIGHWAY)																																																							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"																																																							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$54.40	\$16.55	\$13.35	\$3.25	\$0.00	\$87.55																																																
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84																																																
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27																																																
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	\$56.02	\$16.55	\$13.35	\$3.25	\$0.00	\$89.17																																																
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47																																																
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$58.77	\$16.55	\$13.35	\$3.25	\$0.00	\$91.92																																																
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	\$26.28	\$16.55	\$13.35	\$3.25	\$0.00	\$59.43																																																
OPERATING ENGINEERS LOCAL 4	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19																																																
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$27.89	\$16.55	\$13.35	\$3.25	\$0.00	\$61.04																																																
For apprentice rates see "Apprentice- OPERATING ENGINEERS"																																																							
FIRE ALARM INSTALLER	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11																																																
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78																																																
ELECTRICIANS LOCAL 223																																																							
For apprentice rates see "Apprentice- ELECTRICIAN"																																																							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11																																																
/ COMMISSIONING	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78																																																
ELECTRICIANS LOCAL 223																																																							
ELECTRICIANS LOCAL 223																																																							
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"																																																							
FIREMAN (ASST. ENGINEER)	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20																																																
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38																																																
OPERATING ENGINEERS LOCAL 4																																																							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS	12/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

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

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

Apprentice: FLOORCOVERER**Effective Date: 3/1/2024**

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

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	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
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Construction

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

HOISTING ENGINEER/CRANES/GRADALLS	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$13.35	\$3.25	\$0.00	\$69.28
3	65.00	\$38.60	\$17.05	\$13.35	\$3.25	\$0.00	\$72.25
4	70.00	\$41.57	\$17.05	\$13.35	\$3.25	\$0.00	\$75.22
5	75.00	\$44.54	\$17.05	\$13.35	\$3.25	\$0.00	\$78.19
6	80.00	\$47.50	\$17.05	\$13.35	\$3.25	\$0.00	\$81.15
7	85.00	\$50.47	\$17.05	\$13.35	\$3.25	\$0.00	\$84.12
8	90.00	\$53.44	\$17.05	\$13.35	\$3.25	\$0.00	\$87.09

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$13.35	\$3.25	\$0.00	\$69.28
3	65.00	\$38.60	\$17.05	\$13.35	\$3.25	\$0.00	\$72.25
4	70.00	\$41.57	\$17.05	\$13.35	\$3.25	\$0.00	\$75.22
5	75.00	\$44.54	\$17.05	\$13.35	\$3.25	\$0.00	\$78.19
6	80.00	\$47.50	\$17.05	\$13.35	\$3.25	\$0.00	\$81.15
7	85.00	\$50.47	\$17.05	\$13.35	\$3.25	\$0.00	\$84.12
8	90.00	\$53.44	\$17.05	\$13.35	\$3.25	\$0.00	\$87.09
Apprentice to Journeyworker Ratio: 1:6							
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	\$44.93	\$15.25	\$13.63	\$6.15	\$2.24	\$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	9/1/2025	\$52.25	\$12.25	\$14.86	\$3.75	\$0.00	\$83.11
ELECTRICIANS LOCAL 223	9/1/2026	\$54.72	\$12.50	\$15.56	\$4.00	\$0.00	\$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	\$44.93	\$15.25	\$13.63	\$6.15	\$2.24	\$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
INSULATOR (PIPES & TANKS)	9/1/2025	\$60.34	\$14.75	\$9.52	\$10.09	\$0.00	\$94.70
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$59.02	\$16.15	\$11.46	\$11.49	\$0.00	\$98.12
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)							

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

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

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.51	\$16.15	\$11.21	\$5.75	\$0.00	\$62.62
2	60.00	\$35.41	\$16.15	\$11.26	\$6.89	\$0.00	\$69.71
3	70.00	\$41.31	\$16.15	\$11.31	\$8.04	\$0.00	\$76.81
4	80.00	\$47.22	\$16.15	\$11.36	\$9.19	\$0.00	\$83.92

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	3/16/2021	\$42.46	\$7.70	\$12.10	\$5.00	\$0.00	\$67.26
IRONWORKERS LOCAL 37							
IRONWORKERS LOCAL 37							

Apprentice: IRONWORKER/WELDER**Effective Date: 3/16/2021**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	\$29.72	\$7.70	\$12.10	\$5.00	\$0.00	\$54.52
2	75.00	\$31.85	\$7.70	\$12.10	\$5.00	\$0.00	\$56.65
3	80.00	\$33.97	\$7.70	\$12.10	\$5.00	\$0.00	\$58.77
4	85.00	\$36.09	\$7.70	\$12.10	\$5.00	\$0.00	\$60.89
5	90.00	\$38.21	\$7.70	\$12.10	\$5.00	\$0.00	\$63.01
6	95.00	\$40.34	\$7.70	\$12.10	\$5.00	\$0.00	\$65.14

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

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

Apprentice: LABORER**Effective Date: 6/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.11	\$0.00	\$54.76
2	70.00	\$29.16	\$10.90	\$9.75	\$9.11	\$0.00	\$58.92
3	80.00	\$33.33	\$10.90	\$9.75	\$9.11	\$0.00	\$63.09
4	90.00	\$37.49	\$10.90	\$9.75	\$9.11	\$0.00	\$67.25

Apprentice: LABORER**Effective Date: 6/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.11	\$0.00	\$54.76
2	70.00	\$29.16	\$10.90	\$9.75	\$9.11	\$0.00	\$58.92
3	80.00	\$33.33	\$10.90	\$9.75	\$9.11	\$0.00	\$63.09
4	90.00	\$37.49	\$10.90	\$9.75	\$9.11	\$0.00	\$67.25

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)**Effective Date: 6/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.21	\$0.00	\$54.86
2	70.00	\$29.16	\$10.90	\$9.75	\$9.21	\$0.00	\$59.02

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	80.00	\$33.33	\$10.90	\$9.75	\$9.21	\$0.00	\$63.19
4	90.00	\$37.49	\$10.90	\$9.75	\$9.10	\$0.00	\$67.24
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.21	\$0.00	\$54.86
2	70.00	\$29.16	\$10.90	\$9.75	\$9.21	\$0.00	\$59.02
3	80.00	\$33.33	\$10.90	\$9.75	\$9.21	\$0.00	\$63.19
4	90.00	\$37.49	\$10.90	\$9.75	\$9.10	\$0.00	\$67.24
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/1/2026	\$41.75	\$10.90	\$9.75	\$9.65	\$0.00	\$72.05
LABORERS	12/7/2026	\$43.19	\$10.90	\$9.75	\$9.65	\$0.00	\$73.49
LABORERS - ZONE 2	6/7/2027	\$44.64	\$10.90	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.09	\$10.90	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.59	\$10.90	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.09	\$10.90	\$9.75	\$9.65	\$0.00	\$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
MARBLE & TILE FINISHERS	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15
BRICKLAYERS LOCAL 3 - 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	\$26.92	\$12.84	\$15.57	\$5.78	\$0.00	\$61.11
2	60.00	\$32.30	\$12.84	\$15.57	\$5.78	\$0.00	\$66.49
3	70.00	\$37.69	\$12.84	\$15.57	\$5.78	\$0.00	\$71.88
4	80.00	\$43.07	\$12.84	\$15.57	\$5.78	\$0.00	\$77.26
5	90.00	\$48.46	\$12.84	\$15.57	\$5.78	\$0.00	\$82.65

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE & TILE FINISHERS Effective Date: 2/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.48	\$12.84	\$15.57	\$5.78	\$0.00	\$61.67
2	60.00	\$32.98	\$12.84	\$15.57	\$5.78	\$0.00	\$67.17
3	70.00	\$38.47	\$12.84	\$15.57	\$5.78	\$0.00	\$72.66
4	80.00	\$43.97	\$12.84	\$15.57	\$5.78	\$0.00	\$78.16
5	90.00	\$49.46	\$12.84	\$15.57	\$5.78	\$0.00	\$83.65
Apprentice to Journeyworker Ratio: 1:5							
MARBLE MASONS,TILELAYERS & TERRAZZO MECH	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 - MARBLE & TILE							

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

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH 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
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

MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 2)	1/5/2026	\$46.86	\$10.58	\$11.47	\$10.00	\$0.00	\$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.77	\$10.58	\$0.00	\$5.50	\$0.00	\$41.85
2	65.00	\$30.46	\$10.58	\$0.00	\$6.50	\$0.00	\$47.54
3	75.00	\$35.15	\$10.58	\$11.47	\$7.50	\$0.00	\$64.70
4	85.00	\$39.83	\$10.58	\$11.47	\$8.50	\$0.00	\$70.38

Apprentice Notes							
Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							

Apprentice to Journeyworker Ratio: 1:4

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

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$25.07	\$17.05	\$13.35	\$3.25	\$0.00	\$58.72
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$31.17	\$17.05	\$13.35	\$3.25	\$0.00	\$64.82
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Construction

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

Apprentice to Journeyworker Ratio: 1:1

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

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.23	\$10.35	\$0.00	\$0.00	\$0.00	\$35.58
2	55.00	\$27.75	\$10.35	\$0.00	\$6.93	\$0.00	\$45.03
3	60.00	\$30.28	\$10.35	\$0.00	\$7.56	\$0.00	\$48.19
4	65.00	\$32.80	\$10.35	\$0.00	\$8.19	\$0.00	\$51.34
5	70.00	\$35.32	\$10.35	\$12.00	\$8.82	\$0.00	\$66.49
6	75.00	\$37.85	\$10.35	\$12.00	\$9.45	\$0.00	\$69.65
7	80.00	\$40.37	\$10.35	\$12.00	\$10.08	\$0.00	\$72.80
8	90.00	\$45.41	\$10.35	\$12.00	\$11.34	\$0.00	\$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$48.52	\$10.35	\$12.00	\$12.60	\$0.00	\$83.47
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.26	\$10.35	\$0.00	\$0.00	\$0.00	\$34.61
2	55.00	\$26.69	\$10.35	\$0.00	\$6.93	\$0.00	\$43.97
3	60.00	\$29.11	\$10.35	\$0.00	\$7.56	\$0.00	\$47.02

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
4	65.00	\$31.54	\$10.35	\$0.00	\$8.19	\$0.00	\$50.08
5	70.00	\$33.96	\$10.35	\$12.00	\$8.82	\$0.00	\$65.13
6	75.00	\$36.39	\$10.35	\$12.00	\$9.45	\$0.00	\$68.19
7	80.00	\$38.82	\$10.35	\$12.00	\$10.08	\$0.00	\$71.25
8	90.00	\$43.67	\$10.35	\$12.00	\$11.34	\$0.00	\$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) * 1/1/2026 \$49.06 \$10.35 \$12.00 \$12.60 \$0.00 \$84.01

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.93	\$0.00	\$44.26
3	60.00	\$29.44	\$10.35	\$0.00	\$7.56	\$0.00	\$47.35
4	65.00	\$31.89	\$10.35	\$0.00	\$8.19	\$0.00	\$50.43
5	70.00	\$34.34	\$10.35	\$12.00	\$8.82	\$0.00	\$65.51
6	75.00	\$36.80	\$10.35	\$12.00	\$9.45	\$0.00	\$68.60
7	80.00	\$39.25	\$10.35	\$12.00	\$10.08	\$0.00	\$71.68
8	90.00	\$44.15	\$10.35	\$12.00	\$11.34	\$0.00	\$77.84

Apprentice to Journeyworker Ratio: 1:1

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

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.56	\$10.35	\$0.00	\$0.00	\$0.00	\$33.91
2	55.00	\$25.92	\$10.35	\$0.00	\$6.93	\$0.00	\$43.20
3	60.00	\$28.27	\$10.35	\$0.00	\$7.56	\$0.00	\$46.18
4	65.00	\$30.63	\$10.35	\$0.00	\$8.19	\$0.00	\$49.17
5	70.00	\$32.98	\$10.35	\$12.00	\$8.82	\$0.00	\$64.15
6	75.00	\$35.34	\$10.35	\$12.00	\$9.45	\$0.00	\$67.14
7	80.00	\$37.70	\$10.35	\$12.00	\$10.08	\$0.00	\$70.13

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, REPAINT) Effective Date: 1/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	8 90.00	\$42.41	\$10.35	\$12.00	\$11.34	\$0.00	\$76.10
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PANEL & PICKUP TRUCKS DRIVER	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
	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	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
Apprentice: PILE DRIVER Effective Date: 8/1/2024							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1 45.00	\$23.39	\$10.08	\$0.00	\$2.53	\$0.00	\$36.00
	2 55.00	\$28.58	\$10.08	\$0.00	\$5.07	\$0.00	\$43.73
	3 70.00	\$36.38	\$10.08	\$11.62	\$7.60	\$0.00	\$65.68
	4 80.00	\$41.58	\$10.08	\$11.62	\$10.14	\$0.00	\$73.42
Apprentice to Journeyworker Ratio: 1:5							
PIPELAYER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

PLUMBER & PIPEFITTER	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							

Apprentice: PLUMBER & PIPEFITTER**Effective Date: 8/25/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$22.10	\$10.15	\$2.50	\$0.00	\$0.00	\$34.75
2	50.00	\$27.62	\$10.15	\$2.50	\$0.00	\$0.00	\$40.27
3	60.00	\$33.14	\$10.15	\$8.40	\$0.50	\$0.00	\$52.19
4	70.00	\$38.67	\$10.15	\$13.44	\$0.80	\$0.00	\$63.06
5	80.00	\$44.19	\$10.15	\$16.80	\$1.00	\$0.00	\$72.14

Apprentice to Journeyworker Ratio: 1:3

PNEUMATIC CONTROLS (TEMP.)	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							

PNEUMATIC DRILL/TOOL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

POWDERMAN & BLASTER	6/1/2026	\$42.66	\$10.90	\$9.75	\$9.11	\$0.00	\$72.42
LABORERS LABORERS - ZONE 2	12/1/2026	\$44.10	\$10.90	\$9.75	\$9.11	\$0.00	\$73.86
	6/1/2027	\$45.55	\$10.90	\$9.75	\$9.11	\$0.00	\$75.31
	12/1/2027	\$47.00	\$10.90	\$9.75	\$9.11	\$0.00	\$76.76
	6/1/2028	\$48.50	\$10.90	\$9.75	\$9.11	\$0.00	\$78.26
	12/1/2028	\$50.00	\$10.90	\$9.75	\$9.11	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"							

POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2026	\$42.66	\$10.90	\$9.75	\$9.21	\$0.00	\$72.52
LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$44.10	\$10.90	\$9.75	\$9.21	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$13.35	\$3.25	\$0.00	\$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
	12/1/2026	\$38.58	\$17.05	\$13.35	\$3.25	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	8/1/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$0.00	\$45.81
TEAMSTERS 653							
TEAMSTERS 653 - Southeastern Concrete (Weymouth)							
RECLAIMERS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) Effective Date: 2/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2 60.00		\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35
3 65.00		\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4 75.00		\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5 85.00		\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73
Apprentice Notes ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1							
Apprentice to Journeyworker Ratio: 1:5							
ROOFER SLATE / TILE / PRECAST CONCRETE	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER	4/1/2026	\$44.93	\$15.25	\$13.63	\$6.15	\$2.24	\$82.20
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - B							
Apprentice: SHEETMETAL WORKER Effective Date: 4/1/2026							
		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1 40.00		\$17.97	\$15.25	\$4.27	\$0.00	\$1.09	\$38.58
2 45.00		\$20.22	\$15.25	\$4.80	\$0.00	\$1.17	\$41.44
3 50.00		\$22.47	\$15.25	\$12.56	\$0.00	\$1.45	\$51.73
4 55.00		\$24.71	\$15.25	\$12.56	\$0.00	\$1.52	\$54.04
5 60.00		\$26.96	\$15.25	\$12.56	\$3.69	\$1.64	\$60.10
6 65.00		\$29.20	\$15.25	\$12.56	\$4.00	\$1.71	\$62.72
7 70.00		\$31.45	\$15.25	\$12.56	\$4.31	\$1.78	\$65.35
8 75.00		\$33.70	\$15.25	\$12.56	\$4.61	\$1.86	\$67.98
9 80.00		\$35.94	\$15.25	\$12.56	\$4.92	\$1.93	\$70.60
10 85.00		\$38.19	\$15.25	\$12.56	\$5.23	\$2.00	\$73.23
Apprentice to Journeyworker Ratio: 1:4							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10	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
	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
	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	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	1/1/2026	\$64.85	\$13.45	\$7.45	\$18.25	\$0.00	\$104.00
SPRINKLER FITTERS LOCAL 550							
SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2							

Apprentice: SPRINKLER FITTER**Effective Date: 1/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	\$22.70	\$13.45	\$13.84	\$0.00	\$0.00	\$49.99
2	0.00	\$25.94	\$13.45	\$14.75	\$0.00	\$0.00	\$54.14
3	0.00	\$29.18	\$13.45	\$15.67	\$0.00	\$0.00	\$58.30
4	0.00	\$32.43	\$13.45	\$16.57	\$0.00	\$0.00	\$62.45
5	0.00	\$35.67	\$13.45	\$17.49	\$0.00	\$0.00	\$66.61
6	0.00	\$38.91	\$13.45	\$18.40	\$0.00	\$0.00	\$70.76
7	0.00	\$42.15	\$13.45	\$19.32	\$0.00	\$0.00	\$74.92
8	0.00	\$45.40	\$13.45	\$20.22	\$0.00	\$0.00	\$79.07
9	0.00	\$48.64	\$13.45	\$21.15	\$0.00	\$0.00	\$83.24
10	0.00	\$51.88	\$13.45	\$22.05	\$0.00	\$0.00	\$87.38

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TELECOMMUNICATION TECHNICIAN	9/1/2025	\$42.52	\$12.00	\$12.05	\$3.25	\$0.00	\$69.82
TELECOMMUNICATION TECHNICIAN	9/1/2026	\$44.41	\$12.25	\$12.59	\$3.50	\$0.00	\$72.75
ELECTRICIANS LOCAL 223	9/1/2027	\$46.51	\$12.50	\$13.18	\$3.75	\$0.00	\$75.94
ELECTRICIANS LOCAL 223							
For apprentice rates and ratios see "Apprentice- ELECTRICIAN"							
TERRAZZO FINISHERS	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 - MARBLE & TILE							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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							
TEST BORING DRILLER	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS	12/1/2026	\$54.75	\$10.90	\$9.75	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS	12/1/2026	\$50.87	\$10.90	\$9.75	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS	12/1/2026	\$50.75	\$10.90	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
	12/1/2026	\$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	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	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	6/1/2026	\$59.38	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	8/25/2025	\$55.24	\$10.80	\$16.80	\$4.60	\$0.00	\$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Rental of Equipment

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
	12/1/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$0.00	\$58.12
	1/1/2027	\$41.95	\$16.77	\$0.00	\$0.00	\$0.00	\$58.72
	1/1/2027	\$41.95	\$16.77	\$0.00	\$0.00	\$0.00	\$58.72
(3 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
	12/1/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$0.00	\$58.19
	1/1/2027	\$42.02	\$16.77	\$0.00	\$0.00	\$0.00	\$58.79
	1/1/2027	\$42.02	\$16.77	\$0.00	\$0.00	\$0.00	\$58.79
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
	12/1/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$0.00	\$58.31
	1/1/2027	\$42.14	\$16.77	\$0.00	\$0.00	\$0.00	\$58.91
	1/1/2027	\$42.14	\$16.77	\$0.00	\$0.00	\$0.00	\$58.91
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BULLDOZER/GRADER/SCRAPER	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	\$60.61	\$17.05	\$0.00	\$0.00	\$0.00	\$77.66
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$60.61	\$17.05	\$0.00	\$0.00	\$0.00	\$77.66
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$62.09	\$17.05	\$0.00	\$0.00	\$0.00	\$79.14
	12/1/2026	\$62.09	\$17.05	\$0.00	\$0.00	\$0.00	\$79.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Rental of Equipment

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DIVER	8/1/2024	\$78.11	\$10.08	\$0.00	\$0.00	\$0.00	\$88.19
PILE DRIVER LOCAL 56	8/1/2024	\$78.11	\$10.08	\$0.00	\$0.00	\$0.00	\$88.19
PILE DRIVER LOCAL 56 (ZONE 2)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate

DIVER TENDER	8/1/2024	\$51.97	\$10.08	\$0.00	\$0.00	\$0.00	\$62.05
PILE DRIVER LOCAL 56	8/1/2024	\$51.97	\$10.08	\$0.00	\$0.00	\$0.00	\$62.05
PILE DRIVER LOCAL 56 (ZONE 2)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate

DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$0.00	\$0.00	\$0.00	\$93.77
PILE DRIVER LOCAL 56	8/1/2024	\$83.69	\$10.08	\$0.00	\$0.00	\$0.00	\$93.77
PILE DRIVER LOCAL 56 (ZONE 2)							

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56	8/1/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$0.00	\$127.24
PILE DRIVER LOCAL 56 (ZONE 2)							

For apprentice rates see "Apprentice- PILE DRIVER"

FORK LIFT/CHERRY PICKER	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HOISTING ENGINEER/CRANES/GRADALLS	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88

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

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$0.00	\$0.00	\$0.00	\$52.68
3	65.00	\$38.60	\$17.05	\$0.00	\$0.00	\$0.00	\$55.65

Rental of Equipment

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	70.00	\$41.57	\$17.05	\$0.00	\$0.00	\$0.00	\$58.62
5	75.00	\$44.54	\$17.05	\$0.00	\$0.00	\$0.00	\$61.59
6	80.00	\$47.50	\$17.05	\$0.00	\$0.00	\$0.00	\$64.55
7	85.00	\$50.47	\$17.05	\$0.00	\$0.00	\$0.00	\$67.52
8	90.00	\$53.44	\$17.05	\$0.00	\$0.00	\$0.00	\$70.49
Apprentice: HOISTING ENGINEER/CRANES/GRADALLS							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$32.66	\$0.00	\$0.00	\$0.00	\$0.00	\$32.66
2	60.00	\$35.63	\$17.05	\$0.00	\$0.00	\$0.00	\$52.68
3	65.00	\$38.60	\$17.05	\$0.00	\$0.00	\$0.00	\$55.65
4	70.00	\$41.57	\$17.05	\$0.00	\$0.00	\$0.00	\$58.62
5	75.00	\$44.54	\$17.05	\$0.00	\$0.00	\$0.00	\$61.59
6	80.00	\$47.50	\$17.05	\$0.00	\$0.00	\$0.00	\$64.55
7	85.00	\$50.47	\$17.05	\$0.00	\$0.00	\$0.00	\$67.52
8	90.00	\$53.44	\$17.05	\$0.00	\$0.00	\$0.00	\$70.49
Apprentice to Journeyworker Ratio: 1:6							
LABORER	6/1/2026	\$41.66	\$10.90	\$0.00	\$0.00	\$0.00	\$52.56
LABORERS	6/1/2026	\$41.66	\$10.90	\$0.00	\$0.00	\$0.00	\$52.56
LABORERS - ZONE 2	12/1/2026	\$43.10	\$10.90	\$0.00	\$0.00	\$0.00	\$54.00
	12/1/2026	\$43.10	\$10.90	\$0.00	\$0.00	\$0.00	\$54.00
	6/1/2027	\$44.55	\$10.90	\$0.00	\$0.00	\$0.00	\$55.45
	6/1/2027	\$44.55	\$10.90	\$0.00	\$0.00	\$0.00	\$55.45
	12/1/2027	\$46.00	\$10.90	\$0.00	\$0.00	\$0.00	\$56.90
	12/1/2027	\$46.00	\$10.90	\$0.00	\$0.00	\$0.00	\$56.90
	6/1/2028	\$47.50	\$10.90	\$0.00	\$0.00	\$0.00	\$58.40
	6/1/2028	\$47.50	\$10.90	\$0.00	\$0.00	\$0.00	\$58.40
	12/1/2028	\$49.00	\$10.90	\$0.00	\$0.00	\$0.00	\$59.90
	12/1/2028	\$49.00	\$10.90	\$0.00	\$0.00	\$0.00	\$59.90
Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$0.00	\$0.00	\$0.00	\$35.90
2	70.00	\$29.16	\$10.90	\$0.00	\$0.00	\$0.00	\$40.06
3	80.00	\$33.33	\$10.90	\$0.00	\$0.00	\$0.00	\$44.23
4	90.00	\$37.49	\$10.90	\$0.00	\$0.00	\$0.00	\$48.39

Rental of Equipment

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	\$25.00	\$10.90	\$0.00	\$0.00	\$0.00	\$35.90
2	70.00	\$29.16	\$10.90	\$0.00	\$0.00	\$0.00	\$40.06
3	80.00	\$33.33	\$10.90	\$0.00	\$0.00	\$0.00	\$44.23
4	90.00	\$37.49	\$10.90	\$0.00	\$0.00	\$0.00	\$48.39
Apprentice to Journeyworker Ratio: 1:5							
LABORER (HEAVY & HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$0.00	\$0.00	\$0.00	\$52.56
LABORERS	6/1/2026	\$41.66	\$10.90	\$0.00	\$0.00	\$0.00	\$52.56
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.10	\$10.90	\$0.00	\$0.00	\$0.00	\$54.00
	12/1/2026	\$43.10	\$10.90	\$0.00	\$0.00	\$0.00	\$54.00
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$0.00	\$0.00	\$0.00	\$35.90
2	70.00	\$29.16	\$10.90	\$0.00	\$0.00	\$0.00	\$40.06
3	80.00	\$33.33	\$10.90	\$0.00	\$0.00	\$0.00	\$44.23
4	90.00	\$37.49	\$10.90	\$0.00	\$0.00	\$0.00	\$48.39
Apprentice: LABORER (HEAVY & HIGHWAY) Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$0.00	\$0.00	\$0.00	\$35.90
2	70.00	\$29.16	\$10.90	\$0.00	\$0.00	\$0.00	\$40.06
3	80.00	\$33.33	\$10.90	\$0.00	\$0.00	\$0.00	\$44.23
4	90.00	\$37.49	\$10.90	\$0.00	\$0.00	\$0.00	\$48.39
Apprentice to Journeyworker Ratio: 1:5							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	\$25.07	\$17.05	\$0.00	\$0.00	\$0.00	\$42.12
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$25.07	\$17.05	\$0.00	\$0.00	\$0.00	\$42.12
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$0.00	\$0.00	\$0.00	\$42.79
	12/1/2026	\$25.74	\$17.05	\$0.00	\$0.00	\$0.00	\$42.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)	6/1/2026	\$31.17	\$17.05	\$0.00	\$0.00	\$0.00	\$48.22
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$31.17	\$17.05	\$0.00	\$0.00	\$0.00	\$48.22
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$31.97	\$17.05	\$0.00	\$0.00	\$0.00	\$49.02
	12/1/2026	\$31.97	\$17.05	\$0.00	\$0.00	\$0.00	\$49.02

Rental of Equipment

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PANEL & PICKUP TRUCKS DRIVER	6/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
	12/1/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$0.00	\$57.95
	1/1/2027	\$41.78	\$16.77	\$0.00	\$0.00	\$0.00	\$58.55
	1/1/2027	\$41.78	\$16.77	\$0.00	\$0.00	\$0.00	\$58.55
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$59.38	\$17.05	\$0.00	\$0.00	\$0.00	\$76.43
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
	12/1/2026	\$60.83	\$17.05	\$0.00	\$0.00	\$0.00	\$77.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$37.63	\$17.05	\$0.00	\$0.00	\$0.00	\$54.68
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
	12/1/2026	\$38.58	\$17.05	\$0.00	\$0.00	\$0.00	\$55.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
	12/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
	1/1/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$0.00	\$59.01
	1/1/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$0.00	\$59.01
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70
	12/1/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$0.00	\$58.70

Rental of Equipment

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	1/1/2027	\$42.53	\$16.77	\$0.00	\$0.00	\$0.00	\$59.30
	1/1/2027	\$42.53	\$16.77	\$0.00	\$0.00	\$0.00	\$59.30
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	6/1/2026	\$58.70	\$17.05	\$0.00	\$0.00	\$0.00	\$75.75
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
	12/1/2026	\$60.14	\$17.05	\$0.00	\$0.00	\$0.00	\$77.19
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
	12/1/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$0.00	\$58.99
	1/1/2027	\$42.82	\$16.77	\$0.00	\$0.00	\$0.00	\$59.59
	1/1/2027	\$42.82	\$16.77	\$0.00	\$0.00	\$0.00	\$59.59
VAC-HAUL/CATCH BASIN CLEANING	6/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$0.00	\$58.41
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$0.00	\$59.01

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.

"General Decision Number: MA20260015 05/18/2026

State: Massachusetts

Construction Types: Highway

Counties: Massachusetts Counties of
Barnstable

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ELEC0223-001 09/01/2024

	Rates	Fringes
ELECTRICIAN (INCLUDES TRAFFIC SIGNALIZATION).....	\$ 50.02	31.05

ENGI0004-032 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 2 BULLDOZER; GRADER/BLADE; MILLING MACHINE; ROLLER FOOTNOTE FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.....	\$ 57.18	33.70
POWER EQUIPMENT OPERATOR GROUP 1 BACKHOE/EXCAVATOR/TRACKHOE; BOBCAT/SKID STEER/SKID LOADER; BROOM/SWEEPER; CRANE; GRADALL; LOADER; PAVER (ASPHALT, AGGREGATE, AND CONCRETE); POST DRIVER (GUARDRAIL/FENCES) FOOTNOTE FOR POWER EQUIPMENT OPERATORS: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, LABOR DAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.....	\$ 57.83	33.70

IRON0007-026 09/16/2025

IRONWORKER: ORNAMENTAL AND STRUCTURAL.....	Rates \$ 57.87	Fringes 37.67

LAB00133-001 12/01/2024		
LABORER: CONCRETE SURFACER.....	Rates \$ 46.20	Fringes 29.85

LAB00385-001 12/01/2024		
LABORER: FENCE ERECTION.....	Rates \$ 38.95	Fringes 29.41
LABORER: COMMON OR GENERAL.....	\$ 38.95	29.41

LAB00385-005 12/01/2024		
LABORER LANDSCAPE.....	Rates \$ 38.95	Fringes 29.41

LAB00596-009 06/01/2025		
LABORER (GUARDRAIL INSTALLATION).....	Rates \$ 35.00	Fringes 26.91

PAIN0035-023 07/01/2024		
PAINTER: STEEL.....	Rates \$ 56.76	Fringes 36.00

SUMA2014-005 01/11/2017		
TRUCK DRIVER: FLATBED TRUCK.....	Rates \$ 48.53	Fringes 0.00
TRUCK DRIVER: CONCRETE TRUCK.....	\$ 33.69	15.79
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 53.35	12.78
TRAFFIC CONTROL: FLAGGER.....	\$ 23.00	20.44
PAINTER: SPRAY (LINESTRIPING).....	\$ 47.30	6.42
OPERATOR: PILEDRIVER.....	\$ 42.56	17.34
OPERATOR: MECHANIC.....	\$ 48.74	11.79
OPERATOR: FORKLIFT.....	\$ 64.67	0.00
LABORER: JACK HAMMER.....	\$ 38.69	17.33
LABORER: CONCRETE SAW (HAND HELD/WALK BEHIND).....	\$ 44.43	14.18
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 33.65	17.32
IRONWORKER, REINFORCING.....	\$ 44.52	19.36
CEMENT MASON/CONCRETE FINISHER.....	\$ 56.70	21.08
CARPENTER, INCLUDES FORM WORK.....	\$ 43.64	22.09

TEAM0059-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK FOOTNOTES: A. PAID		
HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY,		
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,		
PATRIOT'S DAY, COLUMBUS DAY, VETERAN'S DAY,		
THANKSGIVING DAY AND CHRISTMAS DAY B. PAID		
VACATION: EMPLOYEES WITH 4 MONTHS TO 1 YEAR OF		
SERVICE RECEIVE 1/2 DAY'S PAY PER MONTH; 1 WEEK		
VACATION FOR 1 - 5 YEARS OF SERVICE; 2 WEEKS		
VACATION FOR 5 - 10 YEARS OF SERVICE; AND 3 WEEKS		
VACATION FOR MORE THAN 10 YEARS OF SERVICE.....	\$ 40.78	37.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker

protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION

"

"ATTACHMENT B"

NOTICE OF AWARD

To:

Project Description:

Town of Brewster

Peter Lombardi, Town Manager

The Owner has considered the Bid submitted by you for the above described work in response to its DOCUMENT 00020, INVITATION TO BID dated and DOCUMENT 00100,

INSTRUCTIONS AND INFORMATION FOR BIDDERS. You are hereby notified that your

Bid has been accepted in the amount of

You are required by DOCUMENT 00100, INSTRUCTIONS AND INFORMATION FOR BIDDERS to execute DOCUMENT 00500, FORM FOR AGREEMENT and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this **day** of **2026**

Owner: **Town of Brewster**

2198 Main Street

Brewster, MA 02631

By its **Town Manager**

Peter Lombardi

Acceptance of Notice:

Receipt of the above Notice of Award is hereby

acknowledged by _____

this _____ day of _____, 2026

By: _____

(Authorized Signature)

Title: _____

END OF DOCUMENT

"ATTACHMENT C"

NOTICE TO PROCEED

To:

Date:

Title:

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____, and you are to complete the Work by March 1, 2027.

Owner: **TOWN OF BREWSTER**
2198 Main Street
Brewster, MA 02631

By its: **TOWN MANAGER, Peter Lombardi**

Acceptance of Notice to Proceed:

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____, this _____ day of _____, _____

By: _____
(Authorized Signature)

Title: _____

“ATTACHMENT D”

TOWN OF BREWSTER

CHANGE ORDER FORM

Date:_____

Change Order Number:_____

Project:_____

Engineer:_____

Owner: Town of Brewster

Contractor:_____

Contract Date:_____

Description of Change:

These changes result in the following adjustment of the Contract Price:

Contract Price prior to this Change Order:

Contract Price due to this Change Order will (increase) (decrease) by:

The New Contract Price including this Change Order :

Authorized Signature
Engineer

Town Manager, Peter Lombardi

Authorized Signature
Contractor

Mimi Bernardo, Finance Director
Certification of Available Funds

“ATTACHMENT E”

PERMITS: Town of Brewster Conservation Commission OOC, CZM
Consistency Review, USACE 404 permit

A U.S. Army Corps of Engineers Section 404 permit will also apply to this project. It has not yet been received at the time of this bid package compilation but is anticipated to be in hand by the time of bid award. No conditions on the project beyond those already contained in the Order of Conditions for the Project, or otherwise specified in this package, are anticipated to be part of the Section 404 approval. Therefore, the pending Section 404 permit should not affect the contractor's bid for the project



TOWN OF BREWSTER
1657 MAIN STREET
BREWSTER, MA 02631
PHONE: (508) 896-4546 EXT 4242
wgraffon@brewster-ma.gov

OFFICE OF
CONSERVATION COMMISSION

Town of Brewster
1657 Main Street
Brewster, MA 02631
Attention: Chris Miller, Director of Natural Resources

[Delivered by: __Hand__]
[Date: __October 20, 2025__]

RE: Order of Conditions (OOC)/WPA Form 5 – SE9-2002
0 Paine's Creek Road (Freeman's Pond Channel)
Assessors Map 38, Parcel 10 & 28

Dear Mr. Miller:

The Order of Conditions (OOC)/WPA Form 5 for the above property, approved by the Brewster Conservation Commission is attached, along with a copy for your records.

Prior to the commencement of the approved work, the original Order of Conditions must be recorded at the Barnstable County Registry of Deeds. Evidence of the recording is to be provided to the Conservation Administrator.

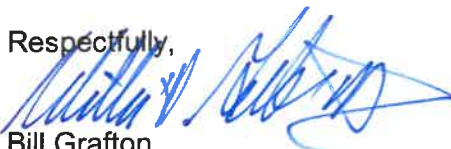
{X} If checked, an As-Built Plan, signed and stamped by a registered professional engineer or registered professional land surveyor must be submitted to the Conservation Administrator along with the Request for Certificate of Compliance/WPA Form 8A submittal.

{ } If checked, an Elevation Certificate certified by a registered professional engineer or registered professional land surveyor must be included with the Request for Certificate of Compliance/WPA Form 8A submittal.

Upon completion of the approved work, a Request for Certificate of Compliance/WPA Form 8A shall be submitted to the Conservation Administrator. The final Certificate of Compliance/WPA Form 8B is necessary to remove the lien(s) placed on the property title as recorded at the Registry of Deeds. Certificates will be issued after a satisfactory site visit and review of the submitted documentation that confirms substantial completion of the project per the Order of Conditions, any subsequent Amendments and/or Extensions and a ratification vote of the Brewster Conservation Commission at a duly posted Public Meeting.

If you have any questions or need additional assistance, please contact me via email or at (508) 896-4546 ext. 4242.

Respectfully,


Bill Grafton
Conservation Administrator

ATTENTION: YOU HAVE BEEN PROVIDED ONE (1) ORIGINAL AND ONE (1) COPY. THE ORIGINAL SHALL BE RECORDED IN THE BARNSTABLE COUNTY REGISTRY OF DEEDS.



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:
SE9-2002
 MassDEP File #

eDEP Transaction #
Brewster
 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: Brewster
 Conservation Commission
2. This issuance is for (check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

Chris

a. First Name

Miller

b. Last Name

Town of Brewster

c. Organization

1657 Main Street

d. Mailing Address

Brewster

e. City/Town

MA

f. State

02631

g. Zip Code

4. Property Owner (if different from applicant):

a. First Name

b. Last Name

c. Organization

d. Mailing Address

e. City/Town

f. State

g. Zip Code

5. Project Location:

0 Paine's Creek Road
(Freeman's Pond Channel)

Brewster

b. City/Town

38

c. Assessors Map/Plat Number

10 & 28

d. Parcel/Lot Number

Latitude and Longitude, if known:

41d45m39.24s

d. Latitude

70d6m49.5s

e. Longitude



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:
 SE9-2002
 MassDEP File #

eDEP Transaction #
 Brewster
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
Barnstable
 a. County 551 b. Certificate Number (if registered land) 261
 c. Book 551 d. Page 261
7. Dates: 08/21/2025 09/30/2025 10/20/2025
 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):
Paine's Creek Bank Stabiization Permitting Plans Brewster, Massachusetts (C-1 thru C-5)
 a. Plan Title
Horsley Witten Group, Inc. Richard A. Claytor, RPE
 b. Prepared By c. Signed and Stamped by
August 2025 1"=10' & Various
 d. Final Revision Date e. Scale
 Email/Amy Hoenig, Natural Heritage and Endangered Species Program (NHESP) 09/23/2025
 stating 03/25/2024 NHESP Letter Comments (RC-84101) stands for the proposed
 culvert stabilizaiton.
 Email/Chris Miller, Brewster Director of Natural Resources formal withdrawal (beach
 nourishment associated with beach stabilization also permitted under SE9-1671. 10/14/2025
 g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

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

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

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

Approved subject to:

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
SE9-2002
MassDEP File #

eDEP Transaction #

Brewster
City/Town

B. Findings (cont.)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 0 a. linear feet

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

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
 SE9-2002
 MassDEP File #

eDEP Transaction #

Brewster

City/Town

B. Findings (cont.)

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

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. ☐ Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. ☒ Land Under the Ocean	<u>505</u> a. square feet	<u>505</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	<u></u> d. nourishment
14. ☒ Coastal Dunes	<u>6,254</u> a. square feet	<u>6,254</u> b. square feet	<u></u> c. nourishment	<u></u> d. nourishment
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>505</u> a. square feet	<u>505</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>6,750</u> a. square feet	<u>6,750</u> b. square feet		
22. ☒ Riverfront Area	<u>6,515</u> a. total sq. feet	<u>6,515</u> b. total sq. feet		
Sq ft within 100 ft	<u>6,515</u> c. square feet	<u>6,515</u> d. square feet	<u></u> e. square feet	<u></u> f. square feet
Sq ft between 100-200 ft	<u></u> g. square feet	<u></u> h. square feet	<u></u> i. square feet	<u></u> j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 SE9-2002
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B. Findings (cont.)

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

23. ☐ Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 10/20/2028 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.



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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 SE9-2002 "
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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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 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

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



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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):

See Special Conditions

- 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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D. Findings Under Municipal Wetlands Bylaw or Ordinance

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

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

Code of the Town of Brewster

172

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:

Code of the Town of Brewster

172

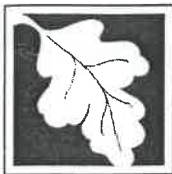
1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

See Special Conditions



Massachusetts Department of Environmental Protection
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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

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

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

10/20/2025
1. Date of Issuance

4
2. Number of Signers

Brewster Conservation Commission

Signature

Mike Tobin, Chair

Printed Name

Signature

Kimberley Crocker Pearson, Vice Chair

Printed Name

Signature

Bruce Evans

Printed Name

Signature

Gary Kaser

Printed Name

Signature

Ron Slowek

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

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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.



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

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G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Brewster

Conservation Commission

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

To:

Brewster

Conservation Commission

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

0 Paines Creek Road (Freeman's Pond
Channel)

SE9-2002

MassDEP File Number

Has been recorded at the Registry of Deeds of:

Barnstable

County

Book

Page

for:

Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

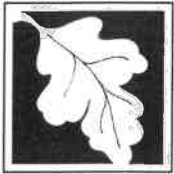
If recorded land, the instrument number identifying this transaction is:

Instrument Number

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

Document Number

Signature of Applicant



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number: _____

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP _____

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

A. Request Information

1. Location of Project

a. Street Address _____

b. City/Town, Zip _____

c. Check number _____

d. Fee amount _____

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

Name _____

Mailing Address _____

City/Town _____

State _____

Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

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

Name _____

Mailing Address _____

City/Town _____

State _____

Zip Code _____

Phone Number _____

Fax Number (if applicable) _____

4. DEP File Number: _____

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

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





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

DEP File Number:

Provided by DEP

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

B. Instructions (cont.)

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

Department of Environmental Protection
 Box 4062
 Boston, MA 02211

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

Addendum to Order of Conditions

Town of Brewster Order of Conditions SE9-2002, 0 Paine's Creek Road (Freemans Pond Channel) 38-10 & 38-28

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 S. 40) And

Code of the Town of Brewster Chapter 172

Brewster Wetlands Protection By-Law

Project Description: The approved work is a Limited Project under 310 CMR 10.24(7)(c)(2) for the maintenance and improvement of structures existing as of November 1, 1987 that includes repair and maintenance of an existing culvert and existing pedestrian path including as needed sand nourishment of the pedestrian path and manual invasive plant species management. Proposed dune nourishment activities (previously approved under SE9-1671) **are being withdrawn from this approval under SE9-2002 due to Natural Heritage and Endangered Species Program (NHESP) comments dated September 23, 2025 stating that additional review is necessary in order to continue that approval under SE9-2002. Sand nourishment previously permitted under SE9-1671 remains valid pending further review by NHESP (See details below).** The approved work under SE9-2002 is located within jurisdictional coastal resource areas including Barrier Beach, Coastal Dune, Land Under the Ocean, Land Containing Shellfish, Riverfront Area, Land Subject to Coastal Storm Flowage (LSCSF); and the 100-foot Buffer Zone to the Salt Marsh and Coastal Beach.

Conservation Notes:

1. This project was previously approved by the Brewster Conservation Commission under SE9-1969. That project was appealed by Massachusetts Department of Environmental Protection (MassDEP). Upon withdrawal of the Order of Conditions (OOC), MassDEP withdrew its appeal, allowing for the refile of this Notice of Intent under the Limited Project provisions per MassDEP guidance.
2. The Natural Heritage and Endangered Species Program (NHESP) comments for the culvert portion of the project are determined to be consistent with the March 25, 2024 NHESP Comment Letter for the prior Order of Conditions/SE9-1969, which states the project will result in no adverse effect on rare species habitat and no take of rare species per the email dated September 23, 2025 from Amy Hoenig, NHESP Senior Endangered Species Review Biologist.
3. The NHESP comments regarding the beach nourishment portion of the project associated with SE9-1671 indicate that the prior MESA determination NHESP #15-34580/SE9-1671 has expired and may potentially require a new MESA Application per the email dated September 23, 2025 by Amy Hoenig, NHESP Senior Endangered Species Review Biologist. **In consideration of this development and that the Town of Brewster has maintained the validity of the approved Order of Conditions/SE9-1671 for the beach nourishment with the sole intent of the proposed consolidation of the beach nourishment and culvert maintenance into one Conservation permit to streamline the Town of Brewster Conservation Permitting at Paine Creek Road, the beach nourishment portion of this project beyond the walking path is hereby withdrawn per the request of the Town of Brewster Staff, Chris Miller, dated October 14, 2025.**
4. The approved culvert work is approved for Periodic Maintenance with OnGoing Conditions.

Findings under the Massachusetts Wetlands Protection Act (M.G.L. C. 131 S.40):

The Brewster Conservation Commission finds that this project meets performance standards under the Massachusetts Wetlands Protection Act regulations performance standards of the Limited Project provisions under 310 CMR 10.24(7)(c)(2) for the maintenance and improvement of structures existing as of November 1, 1987 which have been demonstrated to the Commission's satisfaction.

The applicant has demonstrated that the existing culvert, installed in 2013 (under SE9-1524) replacing an existing culvert that had been in place definitively since 1973 (and potentially since the early 1900s). The culvert is currently in need of maintenance.

Work activities will occur within a regulatory Coastal Dune (by definition), which is an artificial accessway that has been anthropogenically modified. The specific Project Area is adjacent to a natural Coastal Dune/Barrier Beach system associated with the Paine's Creek Barrier Beach; the Project area itself has existed as an access roadway or path for many decades:

- Prior to 2011, the Project area was a paved access road leading to a paved parking lot out on the beach itself. Under DEP SE9-1526, in 2011, the Town removed that asphalt road from the beach and relocated the parking lot to a location landward of the project area where it currently exists. The Project area became an artificially nourished, sand, pedestrian accessway after the asphalt road was removed.
- In 2013, an undersized, failing culvert pipe was replaced with the current, 10-foot by 6-foot, box culvert at the site. That project received all required local and state permits under DEP File No. SE9-1534. During construction of the new culvert, the artificially-created, but regulatory, Coastal Dune was completely removed to install the new culvert and then sand replaced around the culvert with stone revetment erosion control protection.
- Since the new culvert was installed in 2013, the Town has repeatedly replenished the sand cover over and around the culvert after it had eroded away. This reportedly occurs approximately 20 times per year.

This project locus is within the following coastal resource areas: 310 CMR 10.25/Land Under The Ocean, 310 CMR 10.34/Land Containing Shellfish, 10.29/Barrier Beaches, 310 CMR 10.28/Coastal Dunes, 310 CMR 10.58/Riverfront Area and 310 CMR 10.37/Estimated Habitats of Rare Wildlife (for coastal wetlands). The project work/activity involves work : 310 CMR 10.25/Land Under The Ocean, 310 CMR 10.34/Land Containing Shellfish, 310 CMR 10.32/Salt Marsh, 310 CRM 10.29/Barrier Beaches, 310 CMR 10.27/Coastal Beaches, 310 CMR 10.28/Coastal Dunes, 310 CMR 10.30/Coastal Banks, 310 CMR 10.58/Riverfront Area and 310 CMR 10.37/Estimated Habitats of Rare Wildlife (for coastal wetlands)

The Commission finds that the project will maintain and upgrade an existing culvert stabilizing the structure preserving the intended improved tidal flushing to the upstream coastal resources and the resulting restoration benefits; will stabilize the pedestrian walking path reducing erosion into the Freeman Pond Channel; and will control invasive and opportunistic plants that undermine native plants within these vegetated coastal resource areas. Alternatives have been carefully presented and reviewed by the Commission with the proposed project meeting the performance standards of the resource areas and criteria for a limited project.

Prior to this Order of Conditions, multiple permits have been approved with extensive review including SE9-1534, which is replaced by SE9-2002. Further, the applicants thoroughly reviewed the project with State and Local regulatory and commenting agencies as well as stakeholders in advance of submitting the Notice of Intent for SE9-2002. With the condition that comments for the previous filing under SE9-1969 from MassDMF are followed, no new Conservation permitting is required. The project was further shared in multiple venues with the public to obtain broad feedback. During two (2) public meetings with the Brewster Conservation Commission (the Commission), the project was presented and comments from the Commission and public were considered. The Commission finds that the project will not have a significant adverse effect nor cumulative adverse effect on the productivity of the coastal resources areas detailed.

Findings under the Brewster Wetlands Protection By-Law, Chapter 172:

The Brewster Conservation Commission finds that this project locus lies within meets performance standards under the Brewster Wetlands Protection By-Law for 2.01/Land Under The Ocean, 2.02/Coastal Beaches, 2.03/Coastal Dunes, 2.04/Barrier Beaches, 2.05/Coastal Banks, 2.06/Salt Marsh, 2.08/Land Containing Shellfish and 2.09 Banks of or Land Under The Ocean, Ponds, Streams, Rivers, Lakes or Creeks That Underlie Anadromous or Catadromous Fish Runs. The project work/activity takes place within meets performance standards under the Brewster Wetlands Protection By-Law for 2.01/Land Under The Ocean, 2.03/Coastal Dunes, 2.04/Barrier Beaches, 2.08/Land Containing Shellfish and 2.09 Banks of or Land Under The Ocean, Ponds, Streams, Rivers, Lakes or Creeks That Underlie Anadromous or Catadromous Fish Runs.

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, the Brewster Conservation Commission finds that the areas in which work is proposed are significant to the following interests of the Brewster Wetlands Protection Bylaw:

- Erosion and sedimentation control
- Flood control
- Fisheries
- Groundwater and groundwater quality
- Prevention of Pollution
- Shellfish
- Storm damage prevention
- Water quality in the numerous ponds in the Town
- Wildlife

The Brewster Conservation Commission finds that the project will require a Variance under the Brewster Wetlands Bylaw, Ch. 172 as the project occurs within Barrier Beach, Coastal Dune, Riverfront, Land Under The Ocean, Land Containing Shellfish, Land Subject To Coastal Storm Flowage and within 50 feet of Salt Marsh, Coastal Beaches, Coastal Banks and Banks of or Land Under The Ocean, Ponds, Streams, Rivers, Lakes or Creeks That Underlie Anadromous or Catadromous Fish Runs.

Section 5.01 of the Brewster Wetlands Protection Regulations states:

PART V. VARIANCES *

5.01 Variances

The Conservation Commission may, in its discretion, grant variances for the operation of one or more of these regulations pursuant to this Section. Such variances are intended to be granted only in rare and unusual cases, and shall be granted only in accordance with the provisions of this section.

A variance may be granted only for the following reasons and upon the following conditions:

- a) **1) mitigating measures are proposed that will allow the project to be conditioned so that it contributes to the protection of the resource values identified in the Wetlands Bylaw; and**
2) the Conservation Commission finds no reasonable alternative for such a project within the proposed site; and
3) there will be no adverse impact from the proposed project; or
- b) **that the project is necessary to accommodate an overriding public interest or that it is necessary to avoid a decision that so restricts the use of property that it constitutes an unconstitutional taking without compensation.**

The Brewster Conservation Commission finds that the project as designed and modified by Special Conditions will improve the protection of the resource area values identified in the Brewster Wetlands Bylaw. The Commission looked at eight (8) alternatives to the project found in the Notice of Intent submittal, including the no action alternative, and finds that there is no reasonable alternative for such a project. The Commission finds that there will be no significant adverse effect nor cumulative adverse effect from the proposed project.

Thereby, the Brewster Conservation Commission finds that the proposed project meets Variance criteria under section 5.01 of the Brewster Wetlands Protection Bylaw.

Comments from State Agencies:

The proposed project is located on the Massachusetts Division of Fisheries and Natural Heritage and Endangered Species (NHESP) map as Priority Habitat under the MA Endangered Species Act (MESA) regarding the existence of rare species. The Brewster Conservation Department received a comment letter dated March 25, 2024 from NHESP previously for the proposed project (SE9-1969) with comments excerpted below:

WETLANDS PROTECTION ACT (WPA)

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not adversely affect** the actual Resource Area Habitat of state-protected rare wildlife species. Therefore, it is our opinion that this project meets the state-listed species performance standard for the issuance of an Order of Conditions.

Please note that this determination addresses only the matter of rare wildlife habitat and does not pertain to other wildlife habitat issues that may be pertinent to the proposed project.

MASSWILDLIFE

NHESP No. 24-17185

Issued March 25, 2024

Page 2 of 2

MASSACHUSETTS ENDANGERED SPECIES ACT (MESA)

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not result in a prohibited Take** of state-listed rare species. This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the site plans requires review by the Division and may necessitate an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Any change to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the NHESP pursuant to MESA or WPA. Pursuant to the email dated September 23, 2025 by Amy Hoenig, NHESP Senior Endangered Species Review Biologist, beach nourishment for coastal stabilization may require submittal of a new MESA Application as such the beach nourishment associated with beach stabilization also permitted under SE9-1671 has been withdrawn from the SE9-2002.

The Commonwealth of Massachusetts Division of Marine Fisheries (MassDMF) reviewed the previously proposed project (SE9-1969) with regard to potential impacts to marine fisheries resources and habitat and submitted a comment letter dated March 25, 2024 as follows:

MA DMF offers the following comment for your consideration:

- A time-of-year (TOY) restriction on in-water work is recommended to protect American eel in- and out-migrations. No in-water work should occur from March 15 – June 30 or from September 15 – October 31 in any year [4].
- Any beach nourishment should be consistent with MassDEP’s Beach Nourishment Guide [5]. Beach fill material should be of appropriate slope to avoid premature loss from the beach and impacts to nearshore bottom habitat.

SOUTH COAST FIELD STATION
836 S. Rodney French Blvd
New Bedford, MA 02744

CAT COVE MARINE LABORATORY
92 Fort Avenue
Salem, MA 01970

NORTH SHORE FIELD STATION
30 Emerson Avenue
Gloucester, MA 01930

Drafted 2016; Updated 2023

- Beach nourishment equipment (e.g., excavator, delivery/dump truck) should be staged upland of intertidal habitat to minimize impacts and avoid compaction of sediment in mapped shellfish habitat.
- Fuel spills from refueling of construction equipment will adversely impact sensitive resource areas. Impacts to resource areas can be avoided by prohibiting all land-based equipment from being refueled on-site. If equipment is refueled on-site, adequate containment and clean up material should be required to minimize impacts.

Special Conditions:

The Brewster Conservation Commission hereby finds that the following additional special conditions are necessary to comply with a municipal law, bylaw, or ordinance; specifically, the Brewster Wetlands Protection By-law, Ch. 172.

The Conservation Commission orders that all work shall be performed in accordance with said additional 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.

A1. All local, state and federal approvals shall be obtained for this project before work can commence. Copies of all approvals and conditions (under SE9-2002) shall be forwarded to the Brewster Conservation Commission and shall apply to this project. See MassDEP comments dated March 14, 2024 regarding potential Ch. 91 and 401 Water Quality Certification requirements.

A2. This permit is granted under Section 172-7 of the Brewster Wetlands Protection By-law, subject to the conditions imposed, for a period of three years from the issuance date of the original Order of Conditions. The Conservation Commission may issue one year extensions based on review of the site and other criteria. Requests for each extension shall be submitted in writing, no less than 30 days prior to the expiration date.

This Order of Conditions shall expire on October 20, 2028.

A3. The Agent or other employee, members of the Conservation Commission and officials of 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. Said persons may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation. This right of entry shall remain until such time as a Certificate of Compliance has been issued, recorded in the Registry of Deeds or Land Court, Barnstable County, and returned to the Conservation Department.

A4. This Order shall apply to any successors and assigns in interest or control and any other person engaging in activity on the property identified in the Notice of Intent.

A5. Violation of any of these Conditions shall subject the violator and the landowner to a fine (of not more than \$300.00 per day) pursuant to Section 172-11 of the Town of Brewster Wetlands Protection By-law, until all violations have been corrected to the satisfaction of the Brewster Conservation Commission.

A6. All work shall be in accordance with the approved plan(s) of record referenced in A. General Information, Item 8 of the WPA Form 5, Order of Conditions (OOC)/SE9-2002. The Applicant shall provide copies of the final signed construction plans to the Conservation Commission for the Commission's records. If any changes are made in the above-described plan(s) which may or will alter an area subject to protection under the Wetlands Protection Act and the Town of Brewster Wetlands Protection By-law, or any changes in activity subject to regulations under G.L. c. 131 §40, or the Town of Brewster local regulations occurs, the applicant shall inquire from this Commission in writing, prior to implementation in the field, whether the change(s) is significant enough to require an Amended Order of Conditions or the filing of a new Notice of Intent. Any errors in the plans or information submitted by the applicant shall be considered changes and the above procedures shall be followed.

A7. A copy of this Order of Conditions/Permit shall be kept on site at all times during project activities. **This is the owner's responsibility.** The owner shall see that all contractors and subcontractors retained during project activities receive a copy of this Order. Workers shall be prepared to produce the Order and all plans and supporting documents referenced in the Order, upon request of the Conservation Administrator or any member of the Conservation Commission.

A8. A minimum of five (5) days before commencement of work, the owner shall notify the Conservation Department using the ***Owner affirmation of responsibility for work/request for site inspection...*** form, which shall be signed by the owner of the property as well as the contractor in charge of the work. The Commission's Administrator will schedule an on-site meeting of the contractor(s) responsible, to ensure that the requirements of this Order are understood. No work shall begin until after the on-site meeting.

At the on-site meeting, the contractor and the Conservation Administrator will review access and protocol.

During this on-site consultation, the Conservation Administrator or Commissioner may

require minor modifications to the approved site plan (relating to work/construction methodology) to the Order of Conditions. If so, said conditions will be provided in writing at the time of said on-site meeting.

A9. Also prior to commencement of construction, a series of dated color photographs shall be taken of the entire resource area and buffer area, and siltation barrier, and shall include any bank erosion and revegetation area. A set of photographs shall be submitted to the Conservation Department for the applicant's permit file, with the notification form. These photos shall be labeled with the Assessor's Map and Parcel, and street address, date and general view description.

Another series of dated color photographs shall be taken of the resource area and buffer area when the work is completed, and fully revegetated and stable. These photographs shall be submitted to the Conservation office at the time a Certificate of Compliance is requested, and shall remain in the applicant's permit file. The photos shall be labeled with the Assessor's Map and Parcel, and street address, date and general view description.

A10. All structures, facilities and equipment, as part of this project, shall be continually operated and maintained so as to comply with this permit. This provision applies specifically to all equipment used on this project. Any leakage of oil, hydraulic fluid, fuel, or any other pollutant shall be cleaned up immediately, and the defective equipment responsible for said leakage shall be immediately repaired or taken off site

A11. Any debris, fill or excavated material on site shall be stockpiled away from designated wetlands. Unsuitable or excess excavated material shall be properly stabilized or removed from the site.

A12. Debris from excavation and re-grading operations shall be cleaned up on a regular basis and disposed of off site at a properly designed facility.

A13. Mulch shall not be a substitute for groundcover or shrubs in jurisdictional areas.

A14. Any fertilizers used within 100 feet of any wetland resources shall be listed by or comprised of organic ingredients consistent with the United States Department of Agriculture National Organic Program (NOP). Organic fertilizers shall be used in an appropriate manner for the conditions of the subject property, and applied in accordance to the manufacturer's specifications.

A15. Pesticides, herbicides and fungicides shall be prohibited within 100 feet of any wetlands.

A16. Any disturbed slopes on site shall be revegetated with appropriately sized and spaced approved plant species* and stabilized with 100% biodegradable erosion control netting, which shall stay in place after final grading, and in accordance with the approved plan(s) of record referenced in A. General Information, Item 8 of the WPA Form 5, Order of Conditions (OOC)/SE9-2002. All disturbed areas shall be completely revegetated as appropriate for the resource area during the first growing season after the permitted work is complete. *Approved plant species, size and spacing are those on the list of acceptable plantings for **coastal resource areas and buffer zones** of the Cape Cod Cooperative Extension (www.capecodextension.org). Turf lawn is prohibited within the

100 foot buffer zone to wetlands.

A17. Exterior lights on structures shall be directed downward and shielded so the light does not illuminate wildlife habitat in jurisdictional areas. Spotlights and floodlights shall not be installed within the 100-foot buffer zone of a resource area; nor shall any spotlight or floodlight penetrate a resource area or 100 foot buffer zone.

Project Specific Special Conditions

A18. **This condition is approved with OnGoing Conditions in perpetuity.** Comply with MassDMF time of year restrictions each year from March 15 thru June 30 and September 15 thru October 31 for all culvert work/activities to protect American eel migrations. There shall be no culvert work/activities during these windows of time. This includes any subsequent maintenance work/activity. Notify the Conservation Administrator 30-days in advance of any culvert maintenance work/activity and complete a Precon Work Notification form and meeting before commencing the culvert work/activity per Special Condition 8 above.

A19. **This condition is approved with OnGoing Conditions in perpetuity.** For all culvert repair or maintenance work/activity comply with the following:

- All excavation, transportation or distribution equipment shall be staged upland of the limit of work to minimize accidental impacts and compaction of mapped shellfish habitat.
- Pursue best management practices ensuring absolutely no release of any petroleum products from the excavation, transportation or distribution equipment shall be allowed into the waterway, coastal beach or coastal dune. There shall be no refueling on site.
- Accidental releases shall be reported to the Conservation Administrator and Registered Project Engineer within 24 hours. The Contractor shall have on site sufficient emergency spill containment and clean up materials, sorbent pads and booms to contain an accidental spill.
- Establish erosion control barriers per details within the approved site plans referenced in A. General Information Item 8 of the WPA Form 5, Order of Conditions (OOC) and comply with the following additional requirements:
 - Any commencement of work activities prior to the proper installation of erosion controls and an inspection and approval by the Conservation Administrator may result in a cease and desist action, and possible fines of up to \$300.00 per day for each day of violation.
 - Prior to clearing, excavation or construction, an erosion control barrier shall be properly installed, as shown on the plan of record. This barrier shall constitute the limit of work. No work shall take place on the wetland side of the barrier. The siltation barrier shall be removed only after any threat of erosion no longer exists, and all disturbed areas are stabilized by vegetation or other means.
 - The construction oversight engineer shall be on site at all times during culvert repair work to inspect the contractor's work and ensure proper implementation of the approved methodology is followed.
 - Erosion or sedimentation into the resource area shall be reported to the Conservation Administrator and Registered Project Engineer within 24 hours.
 - Any siltation buildup on the upland side of the limit of work shall be removed.
 - A supply of extra siltation barriers shall be stored on site for emergency use.

- The dewatering pump intakes shall be through screened hoses to prevent entrainment of fish. Discharge water shall be through a filter bag ringed by a siltation fence or equivalent. Hay bales are prohibited as they may contain invasive plant species.
- Erosion controls may be modified in the field in consultation with the Conservation Administrator.

A20. **This condition is approved with OnGoing Conditions in perpetuity.** Regarding beach nourishment **along the walking path** work/activity, note and apply MassDMF comments regarding grading suggestions to avoid premature loss from the beach and impacts to nearshore bottom habitat.

A21. **This condition is approved with OnGoing Conditions in perpetuity.** Regarding beach nourishment **along the walking path** work/activity, comply with Brewster Conservation Commission guidance as follows:

- The limit of work line shall be clearly marked with high visibility fencing before commencement of any work in the area.
- Sand used for nourishment shall be compatible in size, color, and texture with existing sand in the area. The proponent shall provide a grain size sieve analysis of both the native beach at the project location and the sand to be used for nourishment. The sieve analysis shall also include the Munsell Soil Color of both the native beach and the sand to be used for nourishment.
- Sand for nourishment shall be screened through a one quarter inch (1/4") screen and shall contain less than 10% fines or be washed. Fines shall be defined as material passing a #200 Sieve. The sand must be coarse and free from clay, silty loam (as described above) and other undesirable materials.
- All excavation, transportation or distribution equipment shall be staged upland of the limit of work to minimize accidental impacts.
- Comply with best management practices ensuring absolutely no release of any petroleum products from the excavation, transportation or distribution equipment shall be allowed into the waterway, coastal beach or coastal dune. There shall be no refueling on site.
- Accidental releases shall be reported to the Conservation Administrator and Registered Project Engineer within 24 hours. The Contractor shall have on site sufficient emergency spill containment and clean up materials, sorbent pads and booms to contain an accidental spill.
- Receipts of sand delivery showing amount(s) and source(s) of the material shall be submitted to the Conservation Commission upon completion of each beach nourishment activity.

A22. **This condition is approved with OnGoing Conditions in perpetuity.** Regarding hand invasive and opportunistic vegetative management, control of expanding plants that create monoculture communities from overwhelming native vegetation is a beneficial work/activity. Manual and hand power tool removal of non-native invasive and native opportunistic plant species is approved. The use of pesticides, herbicides, insecticides or equivalent is prohibited under this Order of Conditions.

Project Completion/Certificate of Compliance

A23. A final report, which shall include any effect on the wetland resources shall be submitted following completion of the project and prior to a Request for Certificate of Compliance (RCOC)/WPA Form 8A. A final series of dated color photographs shall be taken of the resource and buffer areas when the work is completed. These photographs shall be submitted to the Conservation office at the time a Certificate of Compliance (COC)/WPA Form 8B is requested, and shall remain in the applicant's permit file. These photos shall be labeled with the Assessor's Map and Parcel, and street address, date and general view description.

A24. On completion of the entire project, the applicant or representative shall submit a written request for a Certificate of Compliance on WPA Form 8A - Request for Certificate of Compliance. The approved plans and protocols are referenced in A. General Information, Item 8 of these Order of Conditions/WPA Form 5. An As-Built Plan is required along with a written statement by a registered professional engineer (RPE) certifying substantial compliance with the Order of Conditions. If the As-Built Plan conditions shows any deviation from the approved plans and protocols referenced in A. General Information, Item 8, the RPE shall describe said deviation in the written statement. This WPA Form 8A shall be accompanied by payment of a non-refundable filing fee to the Town of Brewster. Without a Certificate of Compliance which has been recorded (at the Registry of Deeds or Land Court, whichever applies), an encumbrance shall remain on the property, and your filing will not be closed. Evidence of the recorded Certificate of Compliance shall be submitted to the Conservation Administrator.

Department of Natural Resources

Town of

BREWSTER
MASSACHUSETTS



Patrick Temple, Project Coordinator
Cape Cod Conservation District
303 Main Street, West Yarmouth MA, 02673

April 17, 2026

Re: Request to amend Service Agreement for Paine's Creek/Freemans Pond Culvert Stabilization Project

The Town of Brewster is requesting to amend the subject Service Agreement by:

Extending the "time of performance" completion date to July 1, 2027.
Increasing the contract budget by \$20,000.00 to fund construction level design performed by Horsley Witten Group.

The time extension is justified for the following reasons.

- Construction can only occur in off season (fall/winter)
- Order of Conditions received Fall of 2025.
- Ongoing CZM Consistency Review and Army Corp Nationwide Permit review
 - Expected late spring 2026
- Horsley Witten final design due July 2026
- Bid preparation and bidding in August 2026
- Project award October 2026
- Construction winter 2026/2027; approximately 4 weeks.
- As-built and project closeout will be completed in spring 2027.

Respectfully submitted,


Chris Miller
Director of Natural Resources

Approved,


Mark Forest
Chairman
Cape Cod Conservation District