CONTRACT DOCUMENTS
FOR
DAMONS POINT PIER IMPROVEMENTS

CONTRACT 2027-HM-1

MARSHFIELD, MA



October 21, 2026

PGB Engineering, LLC
49 Tupelo Road
Marshfield, MA 02050

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SECTION 00105
INVITATION TO BID

The Marshfield Select Board, Marshfield, MA (the Owner), requests sealed bids for Damons Point Pier Improvements, Contract 2027-HM-1.

1. Sealed bids for General Contractor Work, endorsed "Damons Point Pier Improvements, Contract 2027-HM-1, Marshfield, MA" will be received at the office of the Select Board, 870 Moraine Street, Marshfield, MA 02050, until 2:00 PM, on November 12, 2026. Immediately after, bids will be opened publicly and read aloud.

2. The existing Damons Point Pier consists of a bituminous concrete road/drive that leads to a timber bulkhead. The road/drive and bulkhead are surrounded by riprap stone revetment. There is a concrete handicap ramp that leads to the existing 4-ft. wide by 40-ft. long aluminum gangway which lands on three 10-ft. wide by 20-ft. long wood floats held in place with five pressure-treated pilings.

3. The work includes, but is not necessarily limited to:
   a. Construction of a new steel-framed wood pier/deck off the existing concrete landing. The new steel-framed wood pier/deck will change the location and angle of the existing aluminum gangway.
   b. Replace five existing piles that hold the existing floats in place with five new Greenheart piles in the location shown on the plans. Note that the new piles and existing floats will be in a slightly different location than the existing configuration.
   c. Construct a new pile-supported wood-framed deck off the existing wood bulkhead. The new deck will require the installation of twelve new Greenheart piles. The new deck will be 'L' shaped with a ±35-ft. long by ±11.5-ft. wide main leg off the north end of the pier with a ±13.5-ft. by ±9.5-ft. leg off the east side of the pier.

4. The entire project shall be completed by April 1, 2027. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.

5. There will be a non- mandatory pre-bid meeting at the project site, the north end of Damons Point Road, Marshfield, MA on Wednesday, November 4, 2026 at 1:00 PM. All prospective bidders are encouraged to attend.

6. The Town of Marshfield reserves the right to reject any and all bids should it be in the public interest to do so, or to delete or reduce the scope of any work in order to bring the cost within available funds.

7. The successful General Bidder must furnish 100 percent (100%) Performance Bond and 100 percent (100%) Labor and Materials Bond.

8. MASSACHUSETTS GENERAL LAWS, CHAPTER 30S, 39M, AS AMENDED TO DATE APPLIES. Contract 2027-HM-1 is subject to the minimum wage rates issued by

the Commissioner of Labor and Industries, in accordance with Chapter 149, Sections 26 through 27D.

9. Bid Documents may be obtained via email request to PGBEngineeringLLC@gmail.com

   All Bids shall be based on Select Board issued Contract Documents and any addenda to the Contract.

   A deposit of $50.00 (cash, company check or money order) is required for each hard copy set of Contract Documents obtained, made payable to PGB Engineering, LLC. Such deposit will be refunded if the documents are returned within 15 calendar days after Bid opening. No deposit is required for emailed documents. Requests for Documents to be mailed will be accepted if accompanied by a non-refundable payment of $25.00, made payable to PGB Engineering, LLC.

10. Bid Security in the form of a certified check or bid bond, payable to the Owner, is required as follows:

    General Bid: Five percent (5%) of the Bid amount for Bid Alternate A.

11. Each bidder agrees to waive any claim it has or may have against the Owner, the Engineer, or their respective employees arising out of or in connection with the administration, evaluation or recommendation of any bid.

SELECT BOARD
MARSHFIELD, MASSACHUSETTS

END OF SECTION

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 SUMMARY

1.01 DOCUMENT INCLUDES

A. Part 2 - Invitation
   1. Bid Submission
   2. Intent
   3. Work Identified in Contract Documents
   4. Contract Time
   5. Pre-Bid Meeting

B. Part 3 - Bid Documents and Contract Documents
   1. Definitions
   2. Contract Documents Identification
   3. Availability
   4. Examination
   5. Inquiries/Addenda
   6. Product/Assembly/System Substitutions
   7. Regulations
   8. Guarantee

C. Part 4 - Site Assessment
   1. Site Examination

D. Part 5 - Qualifications
   1. Evidence of Qualifications
   2. Subcontractors/Suppliers/Others

E. Part 6 - Bid Submission
   1. Submission Procedure
   2. Comparison of Bids
   3. Bid Ineligibility

F. Part 7 - Bid Enclosures/Requirements
   1. Security Deposit
   2. Performance Assurance
   3. Insurance
   4. Bid Form Requirements
   5. Bid Form Signature
   6. Additional Bid Information
   7. Selection and Award

G. Part 8 - Offer Acceptance/Rejection
   1. Bid Opening
   2. Duration of Offer
   3. Acceptance of Offer

1.02 RELATED DOCUMENTS

A. Document 00105 - Invitation to Bid

B. Document 00411 - Bid Form – General Contract

PART 2 INVITATION

2.01 BID SUBMISSION

A. General Bids, signed, sealed and executed will be received at the office of the Select Board, 870 Moraine Street, Marshfield, MA 02050, until 2:00 PM, on November 12, 2026. Immediately after, bids will be opened publicly and read aloud.

B. Offers submitted after the above time will be returned to bidder unopened.

2.02 INTENT

A. The intent of this Bid request is to obtain an offer to perform work to complete Damons Point Pier Improvements located in Marshfield, MA.

2.03 WORK IDENTIFIED IN CONTRACT DOCUMENTS

A. The existing Damons Point Pier consists of a bituminous concrete road/drive that leads to a timber bulkhead. The road/drive and bulkhead are surrounded by riprap stone revetment. There is a concrete handicap ramp that leads to the existing 4-ft. wide by 40-ft. long aluminum gangway which lands on three 10-ft. wide by 20-ft. long wood floats held in place with five pressure-treated pilings.

B. The work includes, but is not necessarily limited to:
   a. Construction of a new steel-framed wood pier/deck off the existing concrete landing. The new steel-framed wood pier/deck will change the location and angle of the existing aluminum gangway.
   b. Replace five existing piles that hold the existing floats in place with five new Greenheart piles in the location shown on the plans. Note that the new piles and existing floats will be in a slightly different location than the existing configuration.
   c. Construct a new pile-supported wood-framed deck off the existing wood bulkhead. The new deck will require the installation of twelve new Greenheart piles. The new deck will be 'L' shaped with a ±35-ft. long by ±11.5-ft. wide main leg off the north end of the pier with a ±13.5-ft. by ±9.5-ft. leg off the east side of the pier.

2.04 CONTRACT TIME

A. The entire project shall be completed by April 1, 2027. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work

2.05 PRE-BID MEETING

A. There will be a non- mandatory pre-bid meeting at the project site, the north end of Damons Point Road, Marshfield, MA on Wednesday, November 4, 2026 at 1:00 PM. All prospective bidders are encouraged to attend.

PART 3 BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form and Bid security identified.

B. Bid, Offer, or Bidding: Act of submitting an offer.

C. Bid Price, Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Contract 2027-HM-1, prepared by PGB Engineering, LLC, 49 Tupelo Road, Marshfield, MA 02050.

3.03 AVAILABILITY

A. Bid Documents may be obtained via email request to PGBEngineeringLLC@gmail.com.

B. Hard copies of Bid Documents can be obtained by Bidders upon receipt of a refundable deposit, by cash, certified check or money order, in the amount of $50.00 per set, made payable to PGB Engineering, LLC. No deposit is required for emailed documents.

C. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, within 15 days of the Bid submission. Failure to comply will result in forfeiture of deposit.

D. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

E. Requests for Documents to be mailed will be accepted if accompanied by a non-refundable payment of $25.00, made payable to PGB Engineering, LLC

3.04 EXAMINATION

A. Bid Documents may be viewed at the office of PGB Engineering, LLC, 49 Tupelo Road, Marshfield, MA. Office hours are Monday through Thursday, 8:00 AM to 4:30 PM, Friday 8:00 AM to 12:00 PM.

B. Upon receipt of Bid Documents verify documents are complete. Notify Engineer if documents are incomplete.

C. Immediately notify Engineer upon finding discrepancies or omissions in Bid Documents.

3.05 INQUIRIES/ADDENDA

A. Direct questions in writing to PGB Engineering, LLC, email: PGBEngineeringLLC@gmail.com.

B. Addenda may be issued during bidding period. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

C. Verbal answers are not binding on any party.

D. Submit clarification requests in writing not less than 7 days before date set for receipt of Bids. Replies will be made by Addendum, a copy of which will be forwarded to known recipients.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. Substitutions will not be considered prior to receipt of bids.

B. Provide products as specified. Substitutions may be submitted for consideration after contract award.

3.07 REGULATIONS

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

B. Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, and Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

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

3.08 GUARANTEE

A. The contractor guarantees that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the contractor in writing to make the required repairs, correction or Redevelopments. If the Contractor neglects to commence making such repairs, corrections or Redevelopments to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or Redevelopments, and charge the costs, including compensation for additional professional services, to the Contractor.

PART 4 SITE ASSESSMENT

4.01 SITE EXAMINATION

A. Contact Owner at the following address and phone number in order to arrange date and time to visit project site:

Marshfield Harbormaster
100 Central Street,
Marshfield, MA 02020
(781) 834-9238
Attn.: Mr. Michael DiMeo, Harbormaster

B. Bidders are required to submit their Bids, upon the following express conditions which shall apply to and be deemed a part of every Bid received, viz.:

Bidders must satisfy themselves by personal examination of the site of the Work, and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid, and neither the Engineer nor the Owner makes any warranty or representation as to any of said matters or as to the accuracy of the methods by which any descriptions or estimates have been obtained.

C. All information given on the Drawings or in the other 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 nor is the quality of the sources of such information guaranteed.

It is agreed and understood that the Owner and Engineer do 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, or similar to, those indicated on the Drawings or in the other Contract Documents.

It is agreed further 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 Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise by expressly provided for in the Contract Documents.

PART 5 QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

A. The Owner reserves the right to reject any Bid of a Bidder who cannot satisfy the Owner that the Bidder's obligation to perform any work on other projects might reasonably be expected to delay completion of the work under this Contract beyond the Contract completion date.

B. 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 shall be final, conclusive and binding.

C. 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 relating to the ability and experience of the Bidder as the Owner may request.

THE OWNER RESERVES THE RIGHT TO REJECT ANY BID OF A BIDDER WHO HAS PERFORMED SIMILAR WORK IN AN UNSATISFACTORY MANNER OR WHO CANNOT SATISFY THE OWNER THAT HE HAS SUFFICIENT EXPERIENCE TO SUCCESSFULLY COMPLETE THE PROJECT.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

A. The Owner reserves the right to reject a proposed Subcontractor, supplier or other for reasonable cause.

PART 6 BID SUBMISSION

6.01 SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for delivery of bids in manner and time prescribed.

B. Submit one copy of the complete BID FORM, Pages 00411-1 through 00411-12 containing the executed offer on Bid Forms provided, signed and sealed with required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

C. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.02 COMPARISON OF BIDS

A. Bids will be compared on the total price bid for the work, based on the quantities and unit and lump-sum prices stated in the bid form.

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

6.03 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alternations, or irregularities of any kind, may at the Owner's discretion, be declared unacceptable.

B. The Owner reserves the right to reject any bid in the event that any bid item is obviously unbalanced, or appears to the Owner to be so unbalanced, as to affect or to be liable to affect adversely any interest of the Owner.

C. Any bid which does not comply with the statues of Massachusetts General Laws regulating competitive bidding need not be accepted. The OWNER may reject every such bid,

PART 7 BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit as follows:

B. Bid Bond on a standard surety company form or certified check of a sum no less than **5 percent of the Bid Price for Bid Alternate A**, payable to the Town of Marshfield.

C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bonds by the accepted Bidder.

D. After a bid has been accepted, security deposits will be returned to the respective Bidders.

E. If no contract is awarded, security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide 100 percent (100%) Performance Bond and 100 percent (100%) Labor and Materials Bonds from a company, which has an A.M. Best Rating of A.

7.03 INSURANCE

A. The General Contractor will not be permitted to start any work until he has submitted certificates covering all insurances called for under that subsection of the Agreement, titled “Insurance”.

7.04 BID FORM REQUIREMENTS

A. Complete requested information in the Bid Form.

B. Materials and equipment purchased for permanent installation in this project will be exempt from the State Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his Bid for the Work.

7.05 BID FORM SIGNATURE

A. Sign Bid Form, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words “Sole Proprietor” under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word “Partner” under each signature. Affix seal with each signature.

3. Corporation: Signature of a duly authorized signing officer in their normal signature. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for partnerships.

7.06 ADDITIONAL BID INFORMATION

A. The general contractor shall apply for and obtain all permits as required by the Town of Marshfield. **The Town waives all fees for such Town permits.**

7.07 SELECTION AND AWARD

A. The Owner intends to award Contract 2027-HM-1 to the qualified bidder with the lowest price for Alternate A. Should there not be sufficient funds for Alternate A, the Owner intends to award Contract 2027-HM-1 to the qualified bidder with the lowest price for Alternate B. The selection of the Alternate to be awarded is based on available funding and is solely the Owner's choice; no bidder shall have any claim against the Owner resulting from its selection.

B. The Owner may reject any and all bids, which include, for any item, a unit or lump-sum price that is abnormally high or low.

PART 8 OFFER ACCEPTANCE/REJECTION

8.01 BID OPENING

A. Bids will be opened publicly and read aloud. Bidders may be present.

8.02 DURATION OF OFFER

A. The time period for holding bids is 30 days after the opening of bids

8.03 ACCEPTANCE OF OFFER

A. The Owner reserves the right to accept or reject any or all offers.

B. The Engineer, on behalf of the Owner and after acceptance by the Owner, will issue to the successful Bidder a written Bid Acceptance.

END OF SECTION

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SECTION 00411
BID FORM

To: Town of Marshfield, MA

Project: Damons Point Pier Improvements, Contract No. 2027-HM-1

Date: _____

Submitted by: _____
(full name)

_____
(full address)

The Owner intends to award Contract 2027-HM-1 to the qualified bidder with the lowest price for Alternate A. Should there not be sufficient funds for Alternate A, the Owner intends to award Contract 2027-HM-1 to the qualified bidder with the lowest price for Alternate B. The selection of the Alternate to be awarded is based on available funding and is solely the Owner's choice; no bidder shall have any claim against the Owner resulting from its selection.

The Owner reserves the right to reject any bid in the event that any bid is obviously unbalanced or appears to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner.

In the event of a discrepancy in any bid item between the amount written in words and the amount written in figures, the amount written in words shall govern.

The Owner reserves the right to reject any or all bids if it deems it to be in his best interest to do so.

The undersigned states that no officer, agent or employee of the Owner directly or indirectly has a financial interest in the Bid.

1. OFFER

BID ALTERNATE A

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by PGB Engineering, LLC, Engineer for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the **TOTAL SUM PRICE** for Items 1 through 4, inclusive, of:

……. Dollars

and ……. cents ($……) $……..

BID ALTERNATE B – Eliminates Item 4.

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by PGB Engineering, LLC, Engineer for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the **TOTAL SUM PRICE** for Items 1 through 3, inclusive, of:

……. Dollars

and ……. cents ($……) $……..

Item No.	**Estimated Quantity**	**Brief description, unit or lump-sum price bid in both words and figures**	**Total in Figures**
1	5 each	Remove and replace existing float support pile, per each,	
		…… dollars	
		and ……..... cents ($……)	$……
2	Lump sum	Construct steel-framed deck / pier, the lump sum price of,	
		…… dollars	
		and ……..... cents ($……)	$……

Item No.	Estimated Quantity	Brief description, unit or lump-sum price bid in both words and figures	Total in Figures
	12 each	Furnish & install Greenheart deck support pile, per each,	
		…… dollars	
		and ……..... cents ($……)	$……
4	Lump sum	Construct 'L' shaped wood-framed deck, the lump sum price of, …… dollars	
		and ……..... cents ($……)	$……

We have included the security deposit or Bid Bond in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Owner, in the amount of Five percent (5%) of the General Bid Amount for **BID ALTERNATE A**.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

The time period for holding bids, where Federal approval is not required is 30 days, excluding Saturdays, Sundays and legal holidays. After the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, excluding Saturdays, Sundays and legal holidays, after Federal approval.
If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement within fourteen days of receipt of Notice of Award.

- Furnish the required 100 percent (100%) Performance and 100 percent (100%) Labor and Materials Bonds within fourteen days of receipt of Notice of Award in the form described in Supplementary Conditions.

- If this bid is accepted within the time stated, and we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

  In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the

Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will complete the work by November 30, 2026.

4. BIDDING LAWS.

Bids for this contract are subject to MASSACHUSETTS GENERAL LAWS, CHAPTER 30, Sect. 39M, AS AMENDED TO DATE, APPLIES. Contract No. 2027-HM-1 is subject to the minimum wage rates issued by the Commissioner of Department of Labor and Industries, in accordance with MGL Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on minimum wage rates for those trades people who may be employed for the proposed work under this contract.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

6. LIQUIDATED DAMAGES

Liquidated damages specified in this contract are $500 per day for each calendar day beyond the contract completion date that work remains incomplete. Completion date is 90 calendar days after the date of the Notice of Award.

7. APPLICABLE GENERAL LAWS AND REGULATIONS

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

8. CERTIFICATION STATEMENTS

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 work "person" shall mean any natural person, joint venture/partnership, corporation or other business or legal entity.

The undersigned further certifies, under penalties of perjury, and pursuant to G.L. c.62c, s.49A, that he has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

The undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects bona fide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells material, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work, either by him or by others, and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

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

9. BID FORM SIGNATURES

The Corporate Seal of

_____

(Bidder - print the full name of your firm)

_____

(Bidder's address, city, state, zip)

was hereunto affixed in the presence of:

_____

(Authorized signing officer and Title)

(Seal)

_____

(Authorized signing officer and Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture/partnership in the appropriate form or forms as above.

The Bidder is requested to state below all work of a similar character to that included in the proposed Contract he has done within the last five years and to give references that will enable the Owner to judge his experience, skill, and business standing. **List shall include at least five similar projects completed by the Bidder along with references and the dates of completion.**

(Add supplementary page if necessary)

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

(Add supplementary page if necessary)

AFFIDAVIT

State of _____)

_____) ss _____ 2026

_____
(Bid Opening Date)

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

_____
(Name of bidder as appearing in submitted proposal)

for work in _____ or _____
(City/Town)

and certifies that of his own knowledge, said bidder has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

_____
(Signature and title of person making affidavit)

Sworn to before me this

_____ day of _____ 2026

_____
Notary Public

CERTIFICATION TO PAYMENT OF TAXES

Pursuant to G.L. c.62C, para. 49A, I hereby certify under the penalties of perjury that

_____
(Name of Bidder)

has filed all State tax returns, paid all State taxes required under law and complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury

_____
Signature of Authorized Representative

_____
Date

OSHA 10 COURSE

Pursuant to M.G.L. CH30 S39M(c)

Under the provisions of M.G.L. CH30 S39M(c), "any person submitting a bid for, or signing a contract to work on" any public works or public building, **estimated to be worth more than $10,000**, must certify that "all employees to be employed at the worksite" have successfully completed a 10 hour course in construction safety approved by the United States Occupational Safety and Health Administration (OSHA), referred to as the OSHA 10 course. In order to demonstrate compliance, the Act requires persons to submit documentation of successful completion of the OSHA 10 course with the submission of the first prevailing wage certified payroll report (CPR) for each employee. The Attorney General's Office (AGO) is responsible for enforcement of the Act and is authorized to undertake two actions to remedy violations of the Act. First, the AGO can institute proceedings in Superior Court to restrain the awarding of and performance of contracts, and second, it may remove employees who do not have OSHA 10 training from the worksite.

The Act requires "all employees to be employed at the worksite" to have the appropriate OSHA 10 training. In enforcing the Act, the AGO will require two categories of employees to have OSHA 10 training. The first category includes any employee who is entitled to receive the prevailing wage while on the worksite as determined by the Division of Occupational Safety. See M.G.L. CH149 S26-27D and 27F. The second category includes any other employee of any entity that is required to pay the prevailing wage at the worksite. Generally, supervisors (with the exception of so-called "working foremen") are not entitled to receive the prevailing wage and therefore serve an example of employees who fall into this second category. Employees who fall into one of these two categories and work on a public works or public building worksite shall be required to have the OSHA 10 training (the "Covered Employees"). Examples of individuals who are not Covered Employees are truck drivers and individuals delivering materials provided they are not entitled to the prevailing wage while on the worksite.

In summary, all employees to be employed at the worksite shall have successfully completed a course in construction safety approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time that the employee begins work. Employers shall submit documentation of successful completion of OSHA 10 course with the submission of the first certified payroll for each employee. An OSHA Completion Card or copy thereof will be accepted as documentation.

Pursuant to M.G.L CH30 S39M as amended and this bid proposal, I certify under the penalties of perjury that all employees to be employed at the worksite will have successfully completed the "OSHA 10" training, 10 hour course in construction safety approved by the Division of Occupational Safety prior to commencement of work at the project site.

_____

Signature of Individual or Corporate Officer

TOWN OF MARSHFIELD MINORITY – FEMALE REPORT

The following information is required of all bidders:

Business Name: _____

Are you a certified minority business enterprise? _____

Check: Prime Contractor: _____ Sub-Contractor: _____

Do you have an affirmative action plan? _____

Percent of Workforce – Minority _____ %

Percent of Workforce – Female _____ %

END OF SECTION

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SECTION 00440
NOTICE OF AWARD

TO: _____

_____

_____

Project Description: DAMONS POINT PIER IMPROVEMENTS, MARSHFIELD, MA, CONTRACT 2027-HM-1

You are hereby notified that your Bid has been accepted for the **TOTAL SUM PRICE** of

$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within the fourteen (14) calendar days from the date of this Notice, 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 Security. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged ACCEPTANCE OF NOTICE to the OWNER.

Dated this _____ day of _____, 2026.

FOR THE OWNER:

_____

_____

_____
Select Board
Marshfield, MA

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by: _____

this the _____ day of _____, 2026.

By _____

Title _____

END OF SECTION

SECTION 00500
AGREEMENT

DAMONS POINT PIER IMPROVEMENTS

CONTRACT 2027-HM-1

THIS AGREEMENT, executed this _____ day of _____ in the year Two Thousand Twenty-Six (herein referred to as the "AGREEMENT") by and between the Town of Marshfield, MA, acting by and through its Select Board, duly authorized therefor, which acts solely for said Town without personal liability to its members, party of the first part, and

_____

party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

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A1 DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

The word "Owner" shall mean the party of the first part above designated.

The word "Contractor" shall mean the party of the second part above designated.

The word "Engineer" shall mean that person duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

The word "Work" shall mean furnishing, installing, removing, altering and constructing equipment and structures as shown or specified by the Drawings and Specifications.

The words "herein", "hereinafter", "hereunder" and words of like import shall be deemed to refer to the Contract Documents.

A2 THE CONTRACT DOCUMENTS

All divisions of this document, the Drawings, and all Addenda and amendments to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of any of the other Contract Documents, the provisions of the SPECIAL CONDITIONS shall prevail. In the event of conflict or inconsistency between the provisions of the AGREEMENT and the provisions of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the AGREEMENT shall prevail.

A3 OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall supervise and direct the work using his 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.

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefore.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes. The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, of whatever kind, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, Engineer or any of their respective officers, agents or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits and proceedings, including, if demanded in writing at any time by the Owner or Engineer, counsel chosen by the Owner or Engineer separate from the counsel chosen by the Contractor; provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents or employees, against any such damages occasioned solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner, his officers, agents or employees, against any such damages occasioned solely by faults of the Owner.

The Contractor shall conduct his operations so as not to damage existing structures of work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue solely liable for the damage caused.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents and employees as he is for his own acts and omissions and those of his own officers, agents and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner or Engineer therefore, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner and Engineer from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

The Contractor shall not participate in or corporate 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.

A4 AUTHORITY OF THE ENGINEER

The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties. No party shall be entitled to rely on any such interpretation nor shall the Engineer be bound by any such interpretation except if it is in writing. The Engineer shall promptly, on the request of any affected party, put any such interpretation in writing.

The Engineer shall be the Owner's representative during the life of the Contract and he shall have all the rights of the Owner to observe the Work in progress. He shall have authority (l) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; and (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

The Engineer shall not be responsible for the construction means, controls, techniques, sequences, procedures, or safety procedures of the Contractor, his employees, subcontractors or suppliers.

A5 SAFETY

The Contractor shall be responsible for jobsite safety, including safety programs and safety procedures. Neither the Owner nor the Engineer assumes responsibility for such programs or procedures.

A6 SUPERVISION OF WORK

The Contractor shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof and shall cooperate with the Engineer in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer regarding the same without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required.

A7 INSURANCE

Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT, the Contractor shall procure and maintain insurance of the types specified in paragraphs (a) to (d), inclusive, below, and to the limits for this insurance specified under SPECIAL CONDITIONS. All insurance shall be obtained from companies with an A.M. Best Co. rating of A.

Insurance shall be in such form as will protect the Contractor from all claims and liability for damages of any kind, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by any one directly or indirectly employed or engaged by him.

The following types of insurance shall be provided:

(a) Workmen’s Compensation and Employer’s Liability Insurance.

(b) General Liability Insurance including:
  (i) Bodily Injury Liability (including Personal Injury) Insurance for Operations and Completed Operations and Contractor’s Protective Bodily Injury Insurance.
  (ii) Property Damage Liability Insurance (including Broad Form Property Damage Liability Coverage) for Operations and Completed Operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires, conduits, pipes, mains, tanks, tunnels, or any similar property, and the collapse of, or structural injury to, any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract and no blasting shall be performed until such insurance has been secured.

(c) Insurance to cover liability for Bodily Injury and Property Damage resulting from the use of owned, non-owned, and hired motor vehicles while such vehicles are being operated in connection with the prosecution of the Work.

(d) Contractual Liability Insurance covering the liability assumed by the Contractor under the subsection titled OBLIGATIONS AND LIABILITY OF CONTRACTOR of this AGREEMENT.

All policies shall be so written that 1) the Owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment, and 2) the Owner will be designated as an additional insured on the General Liability Policy.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in duplicate with the Owner before operations are begun.

The Contractor shall furnish renewal certificates to the Owner at least thirty (30) days prior to the expiration date of any of the initial insurances.

The Contractor shall also furnish such other insurance as may be called for by the SPECIAL CONDITIONS.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

A8 PATENTS

The Contractor shall indemnify and save harmless the Owner and Engineer and all persons acting for or on behalf of the Owner and Engineer from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorney's fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights or any trademark or copyright or any alleged unfair competition relating to any invention, process, material, equipment, article, or apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

A9 COMPLIANCE WITH LAWS

The Contractor shall keep himself fully informed of all applicable Federal, State and local laws, ordinances, rules and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, employees and subcontractors to observe and comply with all such laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner and Engineer, their officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs, and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, employees or subcontractors.

A10 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, the Contract shall be read and enforced as though they were included herein and such provision shall prevail over any inconsistent language herein. If through mistake or otherwise any such provision is not inserted then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

A11 PERMITS

The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work

A12 NOT TO SUBLET OR ASSIGN

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

A13 DELAY BY OWNER

The Owner may delay the beginning of the work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, subject to Section 00700, of the SPECIAL CONDITIONS.

A14 TIME FOR COMPLETION

The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated under Section 00200 “INSTRUCTIONS TO BIDDERS”, except as otherwise expressly provided.

No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents and the occurrence of such will not relieve the Contractor of completing the Work within the stipulated time limit. No extension of time will be given, or if given will be valid, unless based on a written application stating all grounds on which the Contractor relies and delivered to the Engineer promptly upon the occurrence of such grounds as the application states, and in any event prior to the stipulated time for completion of the Work.

If delays are caused by acts of God, acts of government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time to perform and complete the Work as the

Engineer shall certify in writing to be just.[1] The Contractor agrees that he shall not have or assert any claim for, nor shall he be entitled to any additional compensation or damages on account of such delays.

The time in which the Work is to be performed and completed is of the essence of the AGREEMENT.

A15 LIQUIDATED DAMAGES

If the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended by written certification of the Engineer, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum set forth under Section 00700, for each calendar day of delay which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

A16 NIGHT AND SUNDAY WORK

No work shall be done at night or on Sunday except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above shall be done at night except when (a), in the sole judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) the Engineer has given written permission for such night work.

A17 EMPLOY COMPETENT PERSONS

The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by working people employed by the Contractor, any subcontractor, the Owner, the Engineer or any other contractor.

A18 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

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[1] This paragraph will be interpreted to include delays in receipt of equipment provided that the Contractor placed his order and submitted shop drawings for such equipment promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.

A19 INTOXICATING CHEMICALS

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating chemicals upon or about the Work.

A20 ACCESS TO WORK

The Owner, the Engineer, the Commonwealth of Massachusetts representatives, and their officers, agents, and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities thereof.

A21 EXAMINATION OF WORK

The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

A22 DEFECTIVE WORK

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, employees or subcontractors.

A23 PROTECTION AGAINST WATER, STORM OR ADVERSE WEATHER

The Contractor shall take all precautions necessary to prevent damage to the Work by storms, by water entering the site of the Work directly or through the ground and by adverse weather. In case of damage by storm, water or adverse weather, the Contractor shall, at his own cost and expense, make such repairs or replacement or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

The Contractor shall provide for protection against weather in accordance with MGL C. 149, SS 44F and 44G.

A24 MISTAKES OF CONTRACTOR

The Contractor shall promptly correct and make good any and all defects, damages, omissions or mistakes for which he and/or his agents, employees or subcontractors are responsible, and he shall pay to the Owner all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.

A25 RIGHT TO MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner.

A26 CHANGES

The Owner may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled EXTRA WORK; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer. All decisions with respect to any such changes shall be made by the Engineer and shall be conclusive and binding upon the Contractor.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

A27 EXTRA WORK

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Engineer, the Contractor shall furnish itemized statements of the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments under the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The fair rental for all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment," published by the Associated Equipment Distributors, or a similar publication approved by the Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the Work the actual cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 15 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) above by a subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he shall add 15 percent as in the case of the Contractor, and the Contractor shall be allowed an additional 15 percent of the subcontractor's cost for the extra work to cover the costs of the Contractor's overhead, use of capital, and the premium on the Bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of persons employed, the nature of the work performed, and hours worked, materials and equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed by the Contractor's authorized representative. A separate daily record shall be submitted for each Extra Work Order.

A28 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

When extra work is ordered at any time during the progress of the Work which in the sole judgment of the Engineer unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided under CONTRACT TIME.

A29 CHANGES NOT TO AFFECT BONDS

It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

A30 CLAIMS FOR DAMAGES

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement, together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the third paragraph of that subsection above of this AGREEMENT titled AUTHORITY OF THE ENGINEER including, but not limited to the filing of a written protest in the manner and within the time therein provided.

A31 ABANDONMENT OF WORK OR OTHER DEFAULT

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall certify in writing that the conditions herein specified as to rate of progress are not being complied with or that the Work or any part thereof is being unnecessarily or unreasonably delayed or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all work or any part thereof; thereupon the Contractor shall discontinue such Work forthwith or such part thereof as the Owner may designate, and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by

reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted by the Owner out of any moneys due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference; in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

A32 PRICES FOR WORK

The Owner shall pay and the Contractor shall receive the prices stipulated in the BID FORM made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

A33 MONEYS MAY BE RETAINED

The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

A34 USE OR PARTIAL PAYMENT NOT ACCEPTANCE

It is agreed that this is an entire contract for one whole and complete Work or result and that neither the Owner's entrance upon or use of the Work, or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

A35 PERIODIC ESTIMATES

Once a month, except as hereinafter provided, the Contractor shall make an estimate in writing to the Owner, in a format designated by the Engineer, of the total amount and value of the work done to the first of the month. The estimate shall be reviewed and recommended for payment by the Engineer before submittal to the Owner. Submittal without the Engineer's recommendation shall be considered not in the required form. The Owner shall retain a percentage of such estimated value, as set forth under SPECIAL CONDITIONS, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract. The Owner shall pay monthly to the Contractor the balance not

deducted and/or retained as aforesaid, except that payment may be withheld at any time if, in the sole judgment of the Engineer, the Work is not proceeding in accordance with the Contract. If the Owner deems it expedient to do so, it may cause estimates and payments to be made more frequently than once in each month. No periodic estimate or payment need be made when, in the sole judgment of the Engineer, the total value of the work done since the last estimate amounts to less than the amount set forth under SPECIAL CONDITIONS.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule shall be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore and if such materials and equipment are delivered and properly stored and protected, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the periodic estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Owner, transferring and assigning to the Owner full ownership and title to such materials or equipment. Prior to the subsequent payment estimate, the Contractor shall demonstrate that suppliers of such materials and equipment have been properly paid.

A36 FINAL ESTIMATE AND PAYMENT

Within sixty-five days after (a) the Contractor fully completes the Work or substantially completes the Work so that the value of the work remaining to be done is, in the estimate of the Owner, less than one percent of the original contract price, or (b) the Contractor substantially completes the Work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the contract as determined by the Engineer less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors. The Engineer also shall fix the date of completion of the work and incorporate the same into the final estimate.

All quantities shown on periodic estimates and all prior payments shall be subject to correction in the final estimate and payment.

The Contractor’s acceptance of such final payment shall constitute a waiver of all claims by the Contractor against the Owner, the Engineer and any agent, servant or employee of either, except for such claims as have previously been made in writing, and submitted to the Engineer.

A37 LIENS

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

A38 CLAIMS

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

A39 APPLICATION OF MONEYS RETAINED

The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

A40 NO WAIVER

Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination or decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment; nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to an injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

A41 LIABILITY OF OWNER

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any employee, servant or agent of the Owner or the Engineer and neither the Owner nor any employee, servant or agent of the Owner or the Engineer shall be liable for or be held to pay any money except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every employee, servant or agent of the Owner or the Engineer of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

A42 GUARANTEE

The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents,

that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate.

If part of the Work is accepted in accordance with that subsection of this Agreement titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

If at any time within the said period of guarantee, any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within ten (10) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

Nothing contained in the Section shall be construed as a limitation as to any and all rights the Owner may have against the Contractor for any neglect or for any breach of this AGREEMENT.

A43 RETURN OF DRAWINGS

All Drawings furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

A44 LEGAL ADDRESS OF CONTRACTOR

The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter notice, or other communication in a postpaid wrapper, directed to the Contractor's business address, in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

A45 HEADINGS

The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

A46 MODIFICATION OR TERMINATION

Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

A47 LIMITATION OF LIABILITY OF ENGINEER

Neither the Engineer's authority to act under any section of this Agreement or under any other provision in the Contract Documents, nor any decision made by the Engineer to either exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, to any subcontractor, manufacturer, fabricator, supplier, or distributor, or to any of their agents, employees, or any other person performing any of the work.

A48 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Discriminatory employment practices by contractors, subcontractors and suppliers of goods and services based on race, color, religion, national origin, ancestry, age or sex are prohibited. Contractors and suppliers of goods and services shall give written notice of their commitment to non-discrimination to any labor union, association or brotherhood with which they have a collective bargaining or other agreement.

(This page intentionally left blank)

IN WITNESS HEREOF, the parties of this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

FOR THE TOWN OF MARSHFIELD, MA

By: _____

_____

_____
Select Board (Party of the First Part)

and: _____

_____
(Party of the Second Part)

APPROVED AS TO FORM

_____ _____
Town Counsel Date

PROCUREMENT:

_____
Town Administrator

CERTIFICATE PURSUANT TO GL C44 & 31C

In accordance with M.G.L. C44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Select Board has been authorized to execute the contract and approve all requisitions and change orders.

By: _____
Town Accountant

(This page intentionally left blank)

CERTIFICATE OF ACKNOWLEDGMENT
OF CONTRACTOR IF A CORPORATION

For AGREEMENT

State of _____)

_____)ss:

County of _____)

On this _____ day of _____, 2026, before me personally came _____ to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

_____

Notary Public (Seal)

My commission expires _____

END OF SECTION

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SECTION 00610
CONTRACT BONDS

PERFORMANCE BOND:

(NOTE: This Bond is issued simultaneously with the attached Labor and Materials Bond in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS: That we

_____

(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of

_____, and having a usual place of

business at _____, as Principal, and

_____ a corporation duly

organized under the Laws of the State (or Commonwealth) of _____

and duly authorized to do business in the State (or Commonwealth) of_____,

and having a usual place of business at _____,

as Surety are holden and stand firmly bound and obligated unto the Town of Marshfield, MA as

obligee, in the sum of _____

lawful money of the United States of America, to and for the true payment whereof we bind

ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly

and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as

the "CONTRACT") dated _____ has entered into a contract with the said obligee for Damons Point Pier Improvements, Contract 2027-HM-1, a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be void; otherwise it shall remain in full force and effect.

Wherever the said Principal shall be, and declared by the Owner to be, in default under the said Contract, the Owner having performed the Owner's obligations thereunder, the Surety, for value received, shall promptly remedy the default, or, at the option of the Owner, shall promptly

(a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or
(b) Obtain a bid or bids for submission to and the approval of the Owner for completing the said AGREEMENT and/or Contract and any modifications thereof in accordance with the terms and conditions thereof, and upon determination by the Owner and the Surety of the lowest responsible and acceptable bidder, arrange for a contract between such bidder and the Owner, and make available to the Owner as the Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less a sum that shall be equal to the difference between the Contract price as fixed and provided in said AGREEMENT and/or Contract or any modifications thereof to be paid thereunder to the Principal and the amount previously paid by the Owner to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

No right of action shall accrue on this Bond to or for the use of any persons other than the Owner named herein or the heirs, executors, administrators, successors and assigns of the Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to counterparts of this Bond, this _____ day of _____, in the year Two Thousand Twenty-Six.

_____ *SEAL*
Principal

_____ *SEAL*
Principal

_____ *SEAL*
Surety

_____ *SEAL*
Surety

(NOTE:
If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a Corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.)

LABOR AND MATERIALS BOND:

(NOTE: This Bond is issued simultaneously with the attached Performance Bond in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____

as Principal, and _____

a corporation duly organized under the Laws of the State (or Commonwealth) of

_____ and duly

authorized to do business in the State (or Commonwealth) of_____ and

having a usual place of business at _____

as Surety, are holden and stand firmly bound and obligated unto the Town of Marshfield, MA, as

obligee, in the sum of _____
lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as

the "Contract") dated _____ has entered into a contract with the said obligee for Damons Point Pier Improvements, Contract 2027-HM-1, a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such, that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used in or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant,
   (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the said Work is located, save that such service need not be made by a public officer;
   (b) After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
   (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner of time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to counterparts of this Bond, this _____ day of _____, in the year Two Thousand Twenty-Six.

_____ *SEAL*
Principal

_____ *SEAL*
Principal

_____ *SEAL*
Surety

_____ *SEAL*
Surety

(NOTE:
If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a Corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.)

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION FOR CONTRACT BONDS

State of _____)

_____)

County of _____)

On this _____ day of _____, 2026,

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

_____ *SEAL*

Notary Public

My commission expires _____

SECTION 00680
NOTICE TO PROCEED

To: _____ Date: _____

_____ Work: Damons Point Pier Improvements,
Contract 2027-HM-1, Marshfield, MA

_____

You are hereby notified to commence Work in accordance with the Agreement dated

_____, 2026, and you are to complete the Work by April 1, 2027.

FOR THE TOWN OF MARSHFIELD, MA

_____

_____

_____

_____
Select Board

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
Is hereby acknowledged by:

_____

_____

This the _____ day of

_____, 2026

By: _____

Title: _____

END OF SECTION

(This page intentionally left blank)

SECTION 00700
SPECIAL CONDITIONS

SC1 CONFLICT OR INCONSISTENCY

If there be any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of the other Contract Documents, the provisions of the SPECIAL CONDITIONS shall prevail. If there be any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the AGREEMENT shall prevail.

SC2 AMOUNT OF LIQUIDATED DAMAGES

The amount of liquidated damages for delay to be assessed under that Subsection of the AGREEMENT entitled LIQUIDATED DAMAGES shall be $500 for each calendar day of delay.

SC3 PERCENTAGE OF PERIODIC ESTIMATES TO BE RETAINED

The percentage of estimated value to be retained under that Subsection of the AGREEMENT entitled PERIODIC ESTIMATES shall be five percent.

SC4 AMOUNT OF MINIMUM PERIODIC ESTIMATES

No periodic estimate or payment need be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than $10,000 as set forth in that Subsection of the AGREEMENT entitled PERIODIC ESTIMATES.

SC5 LIMITS FOR INSURANCE

The limits for the various types of insurance required under that Subsection of the AGREEMENT entitled INSURANCE shall be not less than:

(a) For Workmen's Compensation and Employers' Liability Insurance, as required by the provisions of MGL C. 149, S 34A.

For Employers Liability Insurance, *$500,000* on account of each accident, *$500,000* disease each employee, and *$500,000* disease policy limit.

(b) For general liability for bodily injury (including accidental death) and property damage combined, the combined single limit of *$1,000,000* for any one occurrence and *$3,000,000* aggregate of all occurrences.

(c) For liability for property damage and bodily injury combined covering the operation of motor vehicles, the combined single limit of *$1,000,000*.

(d) For Owner's Protective Public Liability and Property Damage Insurance, *$1,000,000* for one occurrence and *$3,000,000* aggregate for all occurrences.

(e) Builders' Risk Insurance as described below.

(f) For umbrella for excess liability endorsement not less than *$3,000,000*.

(g) For all liability other an as indicated above, the amounts required under (b) and (c) above.

The umbrella limit specified may be used to meet the underlying policy limits. However, excess liability limits over and above these stated amounts are recommended.

All subcontractors, where applicable, shall adhere to these limits.

All certificates shall provide for at least thirty (30) days notice to the Owner on cancellation of material change.

The Contractor shall procure and maintain Builders' Risk Insurance covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials and equipment to be built and installed. The policy shall indicate the Owner, the Contractor, and all Subcontractors as the named insured with loss payable to the Owner as Trustee. The policy shall provide for a 30-day notice to the Owner of cancellation of restrictive amendment. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer.

The Builders' Risk Insurance shall be obtained before the work is started and shall be maintained until the date of completion of the Work as stated in the final estimate, or until the Owner occupies or otherwise takes possession of the structure, whichever occurs first.

The Owner shall be named as an additional insured on the certificate of insurance to be provided by the Contractor and on all certificates of insurance of subcontractors hired by the Contractor.

SC6 EXCERPTS FROM MASSACHUSETTS STATUTES

In addition to the requirements as set forth under COMPLIANCE WITH LAWS in the AGREEMENT, particular attention is directed to certain stipulations of Chapter 149 of the General Laws of Massachusetts, as amended to date as follows:

Section 25. "Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. "In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect."

"Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rage or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of public works and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty."

Section 34. "Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or in case any towns subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid..."

"Provided, that in contracts entered into by the department of public works for the construction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void."

Section 34A. "Every contract for the construction, alteration, maintenance, repair or demolition of or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance

in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

"An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section."

"Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation."

Section 34B. "Every contract for the construction, alteration, maintenance, repair of demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers employed by him in such city or town."

Attention is also directed to Chapter 30, Section 39F, 39I, 39J, 39K, 39L, 39M, 39N, 39O, 39P and 39R of the General Laws as amended to date:

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor.

The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority.

The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general

contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party.

Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct

payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

(1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from the subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the

status of completion of the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the warding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor and materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph

(a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of ten thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against

the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

Section 39I. Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section willfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both.

Section 39J. Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law.

Section 39K. "Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: - Within fifteen days (twenty-four days in the case of the commonwealth) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payments as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on such periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate.

All periodic estimates shall contain a separate item for each filed subtrade and a column listing the amount paid to each filed subcontractor as of the date the periodic estimate is files. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt on the estimate.

Section 39L. The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.

Section 39M. Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.

Section 39N. Every contract subject to section forty-four A of the chapter one hundred and forty-nine or subject to section thirty-nine M chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims.

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of

such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Section 39O. Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Section 39P. Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Section 39R. (a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) “Contractor” means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A½ to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) “Contract” means any contract awarded or executed pursuant to sections thirty-eight A½ to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) “Records” means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) “Independent Certified Public Accountant” means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) “Audit”, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) “Accountant’s Report”, when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) “Management”, when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A½ to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) Until the expiration of six years after final payment, the office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) If the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) If the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) If the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

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

(1) Transactions are executed in accordance with management's general and specific authorization

(2) Transactions are recorded as necessary

i. To permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. To maintain accountability for assets;

(3) Access to assets is permitted only in accordance with management's general or specific authorization; and

(4) The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

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

(1) Whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts, which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital planning and operations during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The commissioner of capital planning and operations may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

Section 34. Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a

provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Section 44J.

(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital planning and operations may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specifications of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of sections forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district of municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

Attention is also directed to Chapter 82, Section 40 of the General Laws as amended to date:

Section 40. No person shall, except in an emergency, contract for, or make an excavation, which shall include, but not be limited to, the discharge of explosives and the demolition of any structure but which shall not be deemed to include gardening or tilling the soil in the case of privately owned land, in any public way, any public utility company right of way or easement, or any privately owned land under which any public utility company, municipal utility department, natural gas pipeline company, or cable television company maintains underground facilities, including pipes, mains, wires or conduits, unless at least seventy-two hours, exclusive of Saturdays, Sundays and legal holidays, but not more than thirty days, before the proposed excavation is to be made such person has given an initial notice in writing of the proposed excavation to such natural gas pipeline companies, public utility companies, cable television companies and municipal utility departments as supply gas, electricity, telephone or cable television service in or to the city or town where such excavation is to be made. Such notice shall set forth the name of the street or the route number of said way and a reasonably accurate description of the location in said way or on private property the excavation is to be made. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date on which the specific location at which such blasting is to occur; provided, however, that in no event shall any excavation by blasting take place unless written notice thereof, either in the initial notice or a subsequent notice, accurately specifying the date and location of such blasting shall have been given and received at least twenty-four hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice should not be less than four hours in advance to such natural gas pipeline companies, public utility companies, cable television companies and municipal utility departments as supply gas, electricity, telephone or cable television services in or to the city or town where such excavation

by blasting is to be made. If any such notice cannot be given as aforesaid because of an emergency, it shall be given as soon as may be practicable. Copies of such notices together with a statement certifying that they have been mailed or delivered to such cable television companies and public utility companies as required by this section shall be filed with the officer or board having charge of any such public way before a permit to excavate or to blast may be approved or issued, except in case of an emergency.

Where an excavation is to be made by a contractor as part of the work required by a contract with the commonwealth or with any political subdivision thereof or other public agency, for the construction, reconstruction, relocation or improvement of a public way or for the installation of a railway track, conduit, sewer or water main, such contractor shall be deemed to have complied with the requirements of this section by giving such notices as required by this section setting worth the location and the approximate time required to perform the work involved to each of said companies.

Within seventy-two hours, exclusive of Saturdays, Sundays and legal holidays, from the time said initial notice is received or at such time as said company and the excavator agree in writing, said company shall respond to the original written notice or to subsequent oral or written notice by designating at the locus, the location of pipes, mains, wires or conduits, in that portion of the public way, public utility company right-of-way or easement or privately owned land in which the excavation is to be made; provided, however, that in the event that the excavator has given notice of proposed excavation as aforesaid at a locus at which because of its length or size the company cannot reasonably designate the location of all such pipes, mains, wires or conduits within such seventy-two hour period, then the excavator shall notify the company of the portion of the locus in which excavation is to be first made and the company shall designate the location of such pipes, mains, wires or conduits in such portion within seventy-two hours and shall designate the location of the pipes, mains, wires or conduits in the remaining portion of the locus within a reasonable time thereafter; and the providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section. After a company has designated the location of such pipes, mains, wires and conduits at the locus of the excavation in accordance with the provisions of this section, the excavator shall be responsible for maintaining the designation markings at such locus, unless the said excavator requests re-marking at the locus due to the obliteration, destruction or other removal of such markings and the company shall then have twenty-four hours following the receipt of such request to re-mark such locus.

Any such excavation shall be performed in such manner, and such reasonable precautions taken to avoid damage to the pipes, mains, wires or conduits in use under the surface of said public way, public utility company right-of-way or easement, or privately owned land, including, but not limited to, any substantial weakening of structural or lateral support of such pipe, main, wire, or conduit, penetration or destruction of any pipe, main, wire or the protective coating thereof, or the severance of any pipe, main or conduit.

When any damage of any such pipe, main, wire or conduit or its protective coating occurs, the public utility company, natural gas pipeline company, cable television company or municipal utility department shall be notified immediately by the person or public agency responsible for the excavation causing the damage.

The making of an excavation without providing any or all notice or notices required by this section with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit or its protective coating shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person.

Notice to the public utility underground plant damage prevention system pursuant to section seventy-six D of chapter one hundred and sixty-four, which notice is given during normal business hours each day of the year exclusive of Saturdays, Sundays and legal holidays, and which notice is given with the time periods established in this section, shall constitute compliance with the written notice requirements of this section.

Nothing contained in this section shall be construed to affect or impair local ordinances or by-laws requiring permits to be obtained before excavation in a public way, except that, notwithstanding any contrary provision of local ordinances or by-laws, no permit to excavate in a public way shall be approved or issued by the officer or board having charge of any such way, except in any emergency, until such time as copies of such notices to public utility companies and cable television companies are filed with said officer or board by the applicant for a permit as required by this section and copies of such notices are served by said officer or board upon the appropriate water and sewer department.

Any person, contractor or company found by the department of telecommunications and energy, after a hearing, to have violated any provision of this section shall forfeit to the commonwealth the sum of two hundred dollars for the first offense and not less than five hundred nor more than one thousand dollars for any subsequent offense.

SC7 MINIMUM WAGE RATES

A schedule of minimum wage rates excerpted from that "Mechanics, Teamsters, Chauffeurs, and Laborers" issued for this contract by the Commissioner of Labor and Industries of Massachusetts in accordance with General Laws, Chapter 149, Sections 26 to 27D, as amended, is attached at the end of this Section. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on minimum wage rates for those trades people who may be employed for the proposed work under this contract.

In accordance with the MGL c149, s27B, the Contractor shall maintain a true and accurate record of all persons employed on the project for which the attached rates have been provided. The Payroll Form included indicates all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

Every contractor and subcontractor is required to submit a copy of weekly payroll records to the awarding authority. This is required to be done on a weekly basis.

Each such contractor or subcontractor shall furnish to the Executive Office of Labor, within fifteen days after completion of its portion of the work, a statement, executed by the contractor or subcontractor on the attached Statement of Compliance Form.

SC8 TIME FOR DECISIONS

All decisions concerning the interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall be made within thirty (30) days of the time the Owner or the Engineer receives from the Contractor, a written request for any such decision; provided that if any such decision requires further investigation and study by the Engineer, then in such case, the Owner or the Engineer shall within thirty (30) days after receipt of the written request for such decision give the party making such request written notice of the reason or reasons why such decision cannot be made within the thirty (30) day period and the date by which such decision will be made.

SC9 STANDARDS

Wherever the manufacturer of equipment or materials is referenced to a standard, the latest edition to the standard shall apply.

SC10 SPECIAL REQUIREMENTS

The Contractor shall provide the telephone number(s) of a responsible member(s) of his organization whose duty it shall be to take immediate action to correct unsafe or hazardous conditions. This person(s) is/are to be available 24 hrs. per day.

SC11 RIGHT-TO-KNOW LAW

The Contractor shall maintain documentation to indicate that he is in conformance with 105 CMR 670.000, the Right-to-Know Law, as promulgated by the Dept. of Public Health; with 310 CMR 33.00. Implementation of M.G.L. Chapter 111F, Employee and Community "Right-to-Know" as promulgated by the Department of Environmental Protection; and with 441 CMR 21.00 "Right-to-Know" M.G.L. Chapter 111F as promulgated by the Department of Labor and Industries, Division of Industrial Safety. The documentation shall include all pertinent Material Safety Data Sheets (MSDS) where such MSDS are available, letters to manufacturers indicating he has made a diligent effort to obtain the MSDS, personnel listings and any other documents or reports required by the regulations. In addition, in compliance with the regulations, all materials covered by the regulations shall be properly labeled.

SC12 SAFETY AND HEALTH REGULATIONS

This project is subject to all Safety and Health Regulations promulgated by the U.S. Department of Labor including, but not limited to, rules and regulations of the Occupational Safety and Health Administration (OSHA). Contractors are urged to make themselves familiar with the requirements of these regulations.

The Contractor shall be solely responsible for safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and other employees of other contractors or subcontractors; members of the public; and employees, agents and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipe and utilities, above and below ground.

The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill his obligations under this subsection.

The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This "competent person", as defined by OSHA, shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

SC13 INTERFERENCE WITH EXISTING WORKS

The Contractor shall develop a program, in cooperation with the Engineer and Owner, which shall provide for the construction and putting into service of the new work in the most orderly manner possible. All work shall be planned to interfere with the operation of the existing facilities for the shortest time possible when the demands on the facilities best permit such interference, even to the extent of working outside normal working hours to meet these requirements.

The Contractor shall have no claim for additional compensation by reason of delay or inconvenience in adapting his operations to meet the above requirements.

SC14 SANITARY REGULATIONS

The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or on adjacent property.

The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

SC15 PERMITS

The Owner has secured permits for the work, copies of which may be found in the Appendix. The Contractor is responsible for abiding by all permit conditions.

END OF SECTION

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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:	Marshfield - Select Board	**City/Town:**	MARSHFIELD
Wage Request No:	20261015174921	**Job Location:**	Damons Point Road - Pier
Description of Work:	Construction of a new wood pier off the existing concrete landing. Replace the existing five piles with five new greenheart piles. Construction of about 460 s.f. of wood decks off the existing timber pier.		
Contract Number:	2027-MH-1		

§§ 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 employees' 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/fld**; **(617) 727-3465.**

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$41.95	$16.17	$21.78	$0.00	$0.00	$79.90
	12/1/2026	$41.95	$16.17	$23.52	$0.00	$0.00	$81.64
	1/1/2027	$41.95	$16.77	$23.52	$0.00	$0.00	$82.24
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.02	$16.17	$21.78	$0.00	$0.00	$79.97
	12/1/2026	$42.02	$16.17	$23.52	$0.00	$0.00	$81.71
	1/1/2027	$42.02	$16.77	$23.52	$0.00	$0.00	$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.14	$16.17	$21.78	$0.00	$0.00	$80.09
	12/1/2026	$42.14	$16.17	$23.52	$0.00	$0.00	$81.83
	1/1/2027	$42.14	$16.77	$23.52	$0.00	$0.00	$82.43
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	1/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
AIR TRACK OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$42.41	$10.90	$9.75	$9.11	$0.00	$72.17
	12/1/2026	$43.85	$10.90	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.30	$10.90	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$46.75	$10.90	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.25	$10.90	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$49.75	$10.90	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$42.41	$10.90	$9.75	$9.21	$0.00	$72.27
	12/1/2026	$43.85	$10.90	$9.75	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/1/2025	$44.80	$14.50	$4.30	$6.75	$0.00	$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	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"							
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
LABORERS	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
LABORERS - ZONE 2	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	$42.41	$10.90	$9.75	$9.11	$0.00	$72.17
LABORERS	12/1/2026	$43.85	$10.90	$9.75	$9.11	$0.00	$73.61
LABORERS - ZONE 2	6/1/2027	$45.30	$10.90	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$46.75	$10.90	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.25	$10.90	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$49.75	$10.90	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	$42.41	$10.90	$9.75	$9.21	$0.00	$72.27
LABORERS	12/1/2026	$43.85	$10.90	$9.75	$9.21	$0.00	$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER	1/1/2024	$48.12	$7.07	$14.60	$6.00	$0.00	$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

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

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	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 (QUINCY)							

Construction

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

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	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"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	$50.40	$10.90	$9.75	$9.80	$0.00	$80.85
LABORERS	12/1/2026	$51.90	$10.90	$9.75	$9.80	$0.00	$82.35
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2026	$49.25	$10.90	$9.75	$9.80	$0.00	$79.70
LABORERS	12/1/2026	$50.75	$10.90	$9.75	$9.80	$0.00	$81.20
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2026	$49.58	$10.90	$9.75	$9.80	$0.00	$80.03
LABORERS	12/1/2026	$51.08	$10.90	$9.75	$9.80	$0.00	$81.53
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
LABORERS	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
LABORERS - ZONE 2	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

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

Apprentice: CARPENTER

Effective Date: 9/1/2026

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

Apprentice: CARPENTER

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$24.01	$11.08	$0.00	$1.73	$0.00	$36.82
2	45.00	$24.01	$11.08	$0.00	$1.73	$0.00	$36.82
3	55.00	$29.34	$11.08	$0.00	$3.40	$0.00	$43.82
4	55.00	$29.34	$11.08	$0.00	$3.40	$0.00	$43.82
5	70.00	$37.35	$11.08	$11.41	$5.10	$0.00	$64.94
6	70.00	$37.35	$11.08	$11.41	$5.10	$0.00	$64.94
7	80.00	$42.68	$11.08	$11.44	$6.80	$0.00	$72.00
8	80.00	$42.68	$11.08	$11.44	$6.80	$0.00	$72.00

Apprentice to Journeyworker Ratio: 1:5

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME CARPENTERS CARPENTERS-ZONE 3 (Wood Frame)	10/1/2026	$28.14	$7.66	$4.47	$1.00	$0.00	$41.27

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$16.88	$7.66	$0.00	$0.00	$0.00	$24.54
2	60.00	$16.88	$7.66	$0.00	$0.00	$0.00	$24.54
3	65.00	$18.29	$7.66	$0.00	$0.00	$0.00	$25.95
4	70.00	$19.70	$7.66	$0.00	$0.00	$0.00	$27.36
5	75.00	$21.11	$7.66	$4.47	$0.00	$0.00	$33.24
6	80.00	$22.51	$7.66	$4.47	$0.00	$0.00	$34.64

Construction

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

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	85.00	$23.92	$7.66	$4.47	$0.00	$0.00	$36.05
8	90.00	$25.33	$7.66	$4.47	$0.00	$0.00	$37.46

Apprentice to Journeyworker Ratio: 1:5

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

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.25	$13.35	$16.43	$0.00	$0.00	$57.03
2	60.00	$32.69	$13.35	$16.43	$7.78	$1.80	$72.05
3	65.00	$35.42	$13.35	$16.43	$7.78	$1.80	$74.78
4	70.00	$38.14	$13.35	$16.43	$7.78	$1.80	$77.50
5	75.00	$40.87	$13.35	$16.43	$7.78	$1.80	$80.23
6	80.00	$43.59	$13.35	$16.43	$7.78	$1.80	$82.95
7	90.00	$49.04	$13.35	$16.43	$7.78	$0.00	$86.60

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	$13.35	$16.43	$0.00	$0.00	$80.13

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"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	$60.61	$17.05	$13.35	$3.25	$0.00	$94.26
OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.09	$17.05	$13.35	$3.25	$0.00	$95.74
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

Apprentice: DELEADER (BRIDGE)

Effective Date: 1/1/2026

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER LABORERS LABORERS - ZONE 2	6/1/2026	$50.30	$10.90	$9.75	$9.65	$0.00	$80.60
	12/7/2026	$51.80	$10.90	$9.75	$9.65	$0.00	$82.10
	6/7/2027	$53.40	$10.90	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.00	$10.90	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.68	$10.90	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.35	$10.90	$9.75	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$50.05	$10.90	$9.75	$9.65	$0.00	$80.35
	12/7/2026	$51.55	$10.90	$9.75	$9.65	$0.00	$81.85
	6/7/2027	$53.15	$10.90	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$54.75	$10.90	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.43	$10.90	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.10	$10.90	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS LABORERS - ZONE 2	6/1/2026	$49.30	$10.90	$9.75	$9.65	$0.00	$79.60
	12/7/2026	$50.80	$10.90	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.40	$10.90	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.00	$10.90	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.68	$10.90	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.35	$10.90	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$78.11	$10.08	$11.62	$10.04	$0.00	$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate							
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$83.69	$10.08	$11.62	$12.67	$0.00	$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	$26.77	$6.67	$3.93	$0.00	$0.16	$37.53

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN ELECTRICIANS LOCAL 223 ELECTRICIANS LOCAL 223	9/1/2026	$54.72	$12.50	$15.56	$4.00	$0.00	$86.78

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 ELEVATOR CONSTRUCTORS LOCAL 4	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

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

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTORS LOCAL 4 ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03
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 LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	$54.40	$16.55	$13.35	$3.25	$0.00	$87.55
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	11/1/2026	$55.69	$16.55	$13.35	$3.25	$0.00	$88.84
	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 OPERATING ENGINEERS LOCAL 4	11/1/2026	$57.32	$16.55	$13.35	$3.25	$0.00	$90.47
	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 OPERATING ENGINEERS LOCAL 4	11/1/2026	$27.04	$16.55	$13.35	$3.25	$0.00	$60.19
	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 ELECTRICIANS LOCAL 223 ELECTRICIANS LOCAL 223	9/1/2026	$54.72	$12.50	$15.56	$4.00	$0.00	$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 223 ELECTRICIANS LOCAL 223	9/1/2026	$54.72	$12.50	$15.56	$4.00	$0.00	$86.78
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 OPERATING ENGINEERS LOCAL 4	12/1/2026	$48.73	$17.05	$13.35	$3.25	$0.00	$82.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	$29.21	$10.90	$9.75	$9.21	$0.00	$59.07
LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$29.21	$10.90	$9.75	$9.21	$0.00	$59.07
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FLOORCOVERER	9/1/2026	$60.74	$10.33	$11.47	$8.80	$0.00	$91.34
FLOORCOVERERS LOCAL 2168 FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	$62.24	$10.33	$11.47	$8.80	$0.00	$92.84

Construction

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

Apprentice: FLOORCOVERER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$27.33	$10.33	$0.00	$1.76	$0.00	$39.42
2	45.00	$27.33	$10.33	$0.00	$1.76	$0.00	$39.42
3	55.00	$33.41	$10.33	$0.00	$3.52	$0.00	$47.26
4	55.00	$33.41	$10.33	$0.00	$3.52	$0.00	$47.26
5	70.00	$42.52	$10.33	$11.47	$5.28	$0.00	$69.60
6	70.00	$42.52	$10.33	$11.47	$5.28	$0.00	$69.60
7	80.00	$48.59	$10.33	$11.47	$7.04	$0.00	$77.43
8	80.00	$48.59	$10.33	$11.47	$7.04	$0.00	$77.43

Apprentice: FLOORCOVERER

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$28.01	$10.33	$0.00	$1.76	$0.00	$40.10
2	45.00	$28.01	$10.33	$0.00	$1.76	$0.00	$40.10
3	55.00	$34.23	$10.33	$0.00	$3.52	$0.00	$48.08
4	55.00	$34.23	$10.33	$0.00	$3.52	$0.00	$48.08
5	70.00	$43.57	$10.33	$11.47	$5.28	$0.00	$70.65
6	70.00	$43.57	$10.33	$11.47	$5.28	$0.00	$70.65
7	80.00	$49.79	$10.33	$11.47	$7.04	$0.00	$78.63
8	80.00	$49.79	$10.33	$11.47	$7.04	$0.00	$78.63

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48

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

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.88	$0.00	$44.21
3	60.00	$29.44	$10.35	$0.00	$7.50	$0.00	$47.29
4	65.00	$31.89	$10.35	$0.00	$8.13	$0.00	$50.37
5	70.00	$34.34	$10.35	$12.00	$8.75	$0.00	$65.44
6	75.00	$36.80	$10.35	$12.00	$9.38	$0.00	$68.53
7	80.00	$39.25	$10.35	$12.00	$10.00	$0.00	$71.60
8	90.00	$44.15	$10.35	$12.00	$11.25	$0.00	$77.75

Apprentice to Journeyworker Ratio: 1:1

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2026

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

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 12/1/2026

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

Apprentice to Journeyworker Ratio: 1:6

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223 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 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09
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 LABORERS - ZONE 2	6/1/2026	$42.41	$10.90	$9.75	$9.11	$0.00	$72.17
	12/1/2026	$43.85	$10.90	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.30	$10.90	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$46.75	$10.90	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.25	$10.90	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$49.75	$10.90	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$42.41	$10.90	$9.75	$9.21	$0.00	$72.27
	12/1/2026	$43.85	$10.90	$9.75	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2026	$59.02	$16.15	$11.46	$11.49	$0.00	$98.12

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (BOSTON AREA)	3/16/2026	$58.65	$9.25	$12.75	$15.00	$0.00	$95.65

Apprentice: IRONWORKER/WELDER

Effective Date: 3/16/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	$41.06	$9.25	$12.75	$5.00	$0.00	$68.06
2	80.00	$46.92	$9.25	$12.75	$5.00	$0.00	$73.92
3	90.00	$52.79	$9.25	$12.75	$5.00	$0.00	$79.79
4	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	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"

LABORER LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	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
	12/1/2027	$46.00	$10.90	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.50	$10.90	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.00	$10.90	$9.75	$9.11	$0.00	$78.76

Apprentice: LABORER

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.00	$10.90	$9.75	$9.11	$0.00	$54.76
2	70.00	$29.16	$10.90	$9.75	$9.11	$0.00	$58.92
3	80.00	$33.33	$10.90	$9.75	$9.11	$0.00	$63.09
4	90.00	$37.49	$10.90	$9.75	$9.11	$0.00	$67.25

Apprentice: LABORER

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.86	$10.90	$9.75	$9.11	$0.00	$55.62
2	70.00	$30.17	$10.90	$9.75	$9.11	$0.00	$59.93

Construction

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

Apprentice: LABORER

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	80.00	$34.48	$10.90	$9.75	$9.11	$0.00	$64.24
4	90.00	$38.79	$10.90	$9.75	$9.11	$0.00	$68.55

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.66	$10.90	$9.75	$9.21	$0.00	$71.52
	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
3	80.00	$33.33	$10.90	$9.75	$9.21	$0.00	$63.19
4	90.00	$37.49	$10.90	$9.75	$9.10	$0.00	$67.24

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.86	$10.90	$9.75	$9.21	$0.00	$55.72
2	70.00	$30.17	$10.90	$9.75	$9.21	$0.00	$60.03
3	80.00	$34.48	$10.90	$9.75	$9.21	$0.00	$64.34
4	90.00	$38.79	$10.90	$9.75	$9.21	$0.00	$68.65

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	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
	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 LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	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
	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"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 2	6/1/2026	$41.75	$10.90	$9.75	$9.65	$0.00	$72.05
	12/7/2026	$43.19	$10.90	$9.75	$9.65	$0.00	$73.49
	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 LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	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"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	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
	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 LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	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
	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 LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	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"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS	8/1/2026	$53.84	$12.84	$15.57	$5.78	$0.00	$88.03
BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	$54.96	$12.84	$15.57	$5.78	$0.00	$89.15

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

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

Apprentice: 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 BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	$71.57	$12.84	$15.57	$7.99	$0.00	$107.97

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 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

Construction

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

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	$50.10	$12.84	$15.57	$7.99	$0.00	$86.50
4	80.00	$57.26	$12.84	$15.57	$7.99	$0.00	$93.66
5	90.00	$64.41	$12.84	$15.57	$7.99	$0.00	$100.81

Apprentice to Journeyworker Ratio: 1:5

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

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 LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	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"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$25.07	$17.05	$13.35	$3.25	$0.00	$58.72
	12/1/2026	$25.74	$17.05	$13.35	$3.25	$0.00	$59.39

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$31.17	$17.05	$13.35	$3.25	$0.00	$64.82
	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 OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$59.56	$10.35	$12.00	$12.50	$0.00	$94.41

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) * * 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	1/1/2026	$50.46	$10.35	$12.00	$12.60	$0.00	$85.41

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

Construction

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

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

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

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) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$47.12	$10.35	$12.00	$12.60	$0.00	$82.07

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step / Percent		**Apprentice Base Wage**					
2 / 55.00		$25.92	$10.35	$0.00	$6.93	$0.00	$43.20
3 / 60.00		$28.27	$10.35	$0.00	$7.56	$0.00	$46.18
4 / 65.00		$30.63	$10.35	$0.00	$8.19	$0.00	$49.17
5 / 70.00		$32.98	$10.35	$12.00	$8.82	$0.00	$64.15
6 / 75.00		$35.34	$10.35	$12.00	$9.45	$0.00	$67.14
7 / 80.00		$37.70	$10.35	$12.00	$10.08	$0.00	$70.13
8 / 90.00		$42.41	$10.35	$12.00	$11.34	$0.00	$76.10
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.66	$10.90	$9.75	$9.21	$0.00	$71.52
	12/1/2026	$43.10	$10.90	$9.75	$9.21	$0.00	$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$41.78	$16.17	$21.78	$0.00	$0.00	$79.73
	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
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step / Percent		**Apprentice Base Wage**					
1 / 45.00		$25.11	$10.08	$0.00	$2.53	$0.00	$37.72
2 / 55.00		$30.68	$10.08	$0.00	$5.07	$0.00	$45.83
3 / 70.00		$39.05	$10.08	$11.62	$7.60	$0.00	$68.35
4 / 80.00		$44.63	$10.08	$11.62	$10.14	$0.00	$76.47
Apprentice to Journeyworker Ratio: 1:5							
PIPELAYER LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	$55.24	$10.80	$16.80	$4.60	$0.00	$87.44

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.) 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"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	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) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	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 LABORERS LABORERS - ZONE 2	6/1/2026	$42.66	$10.90	$9.75	$9.11	$0.00	$72.42
	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) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$42.66	$10.90	$9.75	$9.21	$0.00	$72.52
	12/1/2026	$44.10	$10.90	$9.75	$9.21	$0.00	$73.96

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	8/1/2023	$25.00	$13.91	$6.90	$0.00	$0.00	$45.81
TEAMSTERS 653							
TEAMSTERS 653 - Southeastern Concrete (Weymouth)							
RECLAIMERS	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
LABORERS	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
LABORERS - ZONE 2	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	8/1/2026	$55.25	$14.53	$12.67	$9.03	$0.00	$91.48
ROOFERS LOCAL 33	2/1/2027	$57.00	$14.53	$12.67	$9.03	$0.00	$93.23
ROOFERS LOCAL 33	8/1/2027	$58.75	$14.53	$12.67	$9.03	$0.00	$94.98
	2/1/2028	$60.50	$14.53	$12.67	$9.03	$0.00	$96.73
	8/1/2028	$62.25	$14.53	$12.67	$9.03	$0.00	$98.48
	2/1/2029	$64.00	$14.53	$12.67	$9.03	$0.00	$100.23
	8/1/2029	$65.65	$14.53	$12.67	$9.03	$0.00	$101.88
	2/1/2030	$67.40	$14.53	$12.67	$9.03	$0.00	$103.63

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

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

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$0.00	$14.53	$6.34	$0.00	$0.00	$20.87
2	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
3	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
4	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
5	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$0.00	$14.53	$6.34	$0.00	$0.00	$20.87
2	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
3	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
4	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
5	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	8/1/2026	$55.50	$14.53	$12.67	$9.03	$0.00	$91.73
	2/1/2027	$57.25	$14.53	$12.67	$9.03	$0.00	$93.48
	8/1/2027	$59.00	$14.53	$12.67	$9.03	$0.00	$95.23
	2/1/2028	$60.75	$14.53	$12.67	$9.03	$0.00	$96.98
	8/1/2028	$62.50	$14.53	$12.67	$9.03	$0.00	$98.73
	2/1/2029	$64.25	$14.53	$12.67	$9.03	$0.00	$100.48
	8/1/2029	$65.90	$14.53	$12.67	$9.03	$0.00	$102.13
	2/1/2030	$67.65	$14.53	$12.67	$9.03	$0.00	$103.88

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09

Apprentice: SHEETMETAL WORKER

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
2	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
3	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.53	$16.17	$21.78	$0.00	$0.00	$80.48
	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
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/1/2026	$73.65	$13.55	$7.45	$20.30	$0.00	$114.95
	1/1/2027	$73.65	$14.80	$7.50	$19.00	$0.00	$114.95

Apprentice: SHEETMETAL WORKER

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29
5	52.00	$32.72	$14.91	$11.66	$1.50	$1.74	$62.53
6	52.00	$32.72	$14.91	$11.66	$1.75	$1.75	$62.79
7	60.00	$37.76	$14.91	$12.84	$2.00	$1.93	$69.44
8	65.00	$40.90	$14.91	$13.58	$2.25	$2.04	$73.68
9	75.00	$47.20	$14.91	$15.06	$2.75	$2.28	$82.20
10	85.00	$53.49	$14.91	$16.53	$2.75	$2.49	$90.17

Apprentice to Journeyworker Ratio: 1:4

Apprentice: SPRINKLER FITTER

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$25.78	$13.55	$12.05	$2.50	$0.00	$53.88
2	0.00	$29.46	$13.55	$13.07	$2.50	$0.00	$58.58
3	0.00	$33.14	$13.55	$14.09	$2.50	$0.00	$63.28
4	0.00	$36.83	$13.55	$15.11	$2.50	$0.00	$67.99
5	0.00	$40.51	$13.55	$16.11	$2.50	$0.00	$72.67
6	0.00	$44.19	$13.55	$15.63	$4.00	$0.00	$77.37
7	0.00	$47.87	$13.55	$16.65	$4.00	$0.00	$82.07
8	0.00	$51.56	$13.55	$17.67	$4.00	$0.00	$86.78
9	0.00	$55.24	$13.55	$18.67	$4.00	$0.00	$91.46
10	0.00	$58.92	$13.55	$19.69	$4.00	$0.00	$96.16

Apprentice: SPRINKLER FITTER

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$25.78	$14.80	$11.65	$2.50	$0.00	$54.73
2	0.00	$29.46	$14.80	$12.60	$2.50	$0.00	$59.36

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER							
Effective Date: 1/1/2027							
Step / Percent		**Apprentice Base Wage**					
3 / 0.00		$33.14	$14.80	$13.55	$2.50	$0.00	$63.99
4 / 0.00		$36.83	$14.80	$14.51	$2.50	$0.00	$68.64
5 / 0.00		$40.51	$14.80	$15.45	$2.50	$0.00	$73.26
6 / 0.00		$44.19	$14.80	$14.90	$4.00	$0.00	$77.89
7 / 0.00		$47.87	$14.80	$15.85	$4.00	$0.00	$82.52
8 / 0.00		$51.56	$14.80	$16.81	$4.00	$0.00	$87.17
9 / 0.00		$55.24	$14.80	$17.75	$4.00	$0.00	$91.79
10 / 0.00		$58.92	$14.80	$18.70	$4.00	$0.00	$96.42
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	9/1/2026	$44.41	$12.25	$12.59	$3.50	$0.00	$72.75
TELECOMMUNICATION TECHNICIAN	9/1/2027	$46.51	$12.50	$13.18	$3.75	$0.00	$75.94
ELECTRICIANS LOCAL 223							
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							
Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2026							
Step / Percent		**Apprentice Base Wage**					
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

Construction

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

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 LABORERS - FOUNDATION AND MARINE	12/1/2026	$54.75	$10.90	$9.75	$9.80	$0.00	$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	6/1/2026	$49.37	$10.90	$9.75	$9.80	$0.00	$79.82
LABORERS LABORERS - FOUNDATION AND MARINE	12/1/2026	$50.87	$10.90	$9.75	$9.80	$0.00	$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2026	$49.25	$10.90	$9.75	$9.80	$0.00	$79.70
LABORERS LABORERS - FOUNDATION AND MARINE	12/1/2026	$50.75	$10.90	$9.75	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2026	$42.82	$16.17	$21.78	$0.00	$0.00	$80.77
TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.82	$16.17	$23.52	$0.00	$0.00	$82.51
	1/1/2027	$42.82	$16.77	$23.52	$0.00	$0.00	$83.11
TUNNEL WORK - COMPRESSED AIR	6/1/2026	$61.48	$10.90	$9.75	$10.25	$0.00	$92.38
LABORERS 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)	6/1/2026	$63.48	$10.90	$9.75	$10.25	$0.00	$94.38
LABORERS 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	6/1/2026	$53.55	$10.90	$9.75	$10.25	$0.00	$84.45
LABORERS 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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE)	6/1/2026	$55.55	$10.90	$9.75	$10.25	$0.00	$86.45
LABORERS 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 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
WAGON DRILL OPERATOR	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"							
WAGON DRILL 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)"							
WASTE WATER PUMP OPERATOR	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	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"							

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.

WEEKLY CERTIFIED PAYROLL REPORT AND WORKFORCE PARTICIPATION FORM

CERTIFIED PAYROLL REPORT: Pursuant to MGL c. 149, s. 27B, **every contractor and subcontractor is required to submit a true and accurate copy of their certified weekly payroll records** to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

WORKFORCE PARTICIPATION GOALS: The Commonwealth of Massachusetts has set the following goals for workforce participation for minorities and women. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The Contractor shall strive to achieve on this project the labor workforce participation goals contained herein. **The Contractor shall enter the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority below.**

Company Name:	Address:	Phone No.:		Payroll No.:
Employer's Signature:	**Title:**	**Contract No:**	**Tax Payer ID #:**	**Work Week Ending:**
Awarding Authority Name:	**Public Works Project Name:**	**Public Works Project Location:**		**Min. Wage Rate Sheet Number:**
General / Prime Contractor's Name:	**Subcontractor's Name:**	**Employer Hourly Fringe Benefit Contributions**		
		(B+C+D+E)	(A x F)	

Employee Name & Complete Address	Work Classification	Project Hours Non-Minority	Project Hours Minority	Project Hours Women	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C/)	ERISA Pension Plan (D)	Supp. Unemp. (E/)	Total Hourly Prev. Wage (F)	Project Gross Wages / Total Gross Wages	Check No. (H)

APPRENTICESHIP DOCUMENTATION: **Please answer the questions below.**

(1) Are any apprentice employees identified above? **YES** ☐ **NO** ☐

(2) If yes, are all apprentice employees identified above currently registered with the MA DLS Division of Apprentice Standards? **YES** ☐ **NO** ☐

(3) If yes, is a copy of the apprentice ID card issued by the MA DLS Division of Apprentice Standards included for all apprentice employees identified above? **YES** ☐ **NO** ☐

WEEKLY STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or email, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

WEEKLY STATEMENT OF COMPLIANCE

_____, 20____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

SECTION 01100
SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Work

B. Contract Type

C. Work Sequence

D. Use of Premises

1.02 DESCRIPTION OF WORK

A. This contract is for the Damons Point Pier Improvements, Marshfield, MA.

B. The existing Damons Point Pier consists of a bituminous concrete road/drive that leads to a timber bulkhead. The road/drive and bulkhead are surrounded by riprap stone revetment. There is a concrete handicap ramp that leads to the existing 4-ft. wide by 40-ft. long aluminum gangway which lands on three 10-ft. wide by 20-ft. long wood floats held in place with five pressure-treated pilings.

C. Work under this contract generally includes (but is not necessarily limited to) the following:

1. Construction of a new steel-framed wood pier/deck off the existing concrete landing. The new steel-framed wood pier/deck will change the location and angle of the existing aluminum gangway.
2. Replace five existing piles that hold the existing floats in place with five new Greenheart piles in the location shown on the plans. Note that the new piles and existing floats will be in a slightly different location than the existing configuration.
3. Construct a new pile-supported, wood-framed deck off the existing wood bulkhead. The new deck will require the installation of twelve new Greenheart piles. The new deck will be 'L' shaped with a ±35-ft. long by ±11.5-ft. wide main leg off the north end of the pier with a ±13.5-ft. by ±9.5-ft. leg off the east side of the pier.

1.03 CONTRACT TYPE

A. Construct the Work under a unit price type contract.

1.04 WORK SEQUENCE

A. The Contractor shall coordinate his work with the Owner as necessary.

B. The work shall be scheduled so that the project is completed and functional within the specified time for completion.

1.05 USE OF PREMISES

A. Contractor shall limit use of premises for work storage and access and shall allow:
   1. Owner occupancy on Owner's property.

B. Coordinate use of premises with the Owner.

C. Assume full responsibility for protection and safekeeping of products under this Contract.

END OF SECTION

SECTION 01200
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 PROCEDURES

A. For lump sum items, the Contractor shall be paid in accordance with the progress schedule and schedule of values on the basis of actual percentage of work accepted until the work item is completed. Upon completion of the item, 100% of the lump sum price may be paid, less retainage.

B. For unit price items, the Contractor shall be paid for the actual amount of work accepted during the period of construction. After the work is completed, before final payment is made, the Engineer shall make final measurements to determine the quantities of the various items of work accepted as the basis for final payment.

C. Once each month the Contractor will prepare and sign an Application for Payment, and submit the original and five (5) copies for review and signature of the Owner and the Engineer. These completed forms will provide the basis upon which payment will be made to the Contractor.

D. No payment of any application for Payment or of any retained percentage shall relieve the Contractor of his obligation to repair or replace any defective parts of the construction or to be responsible for all damage due to such defects during the construction period or the one-year guarantee period.

1.02 SCOPE OF PAYMENT

A. Payments to the Contractor shall be made for the actual quantities of the contract unit price items performed and accepted in accordance with the Contract Documents. Upon completion of construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid, the contract unit prices will still prevail, except as provided in the General Conditions, Supplementary Conditions or Special Conditions.

B. No payment of any Application for Payment or of any retained percentage shall relieve the Contractor of his obligation to repair or replace any defective parts of the construction or to be responsible for all damage due to such defects during the construction period or the one-year guarantee period.

1.03 PARTIAL PAYMENTS

A. Partial payment shall be made monthly as the work progresses. All partial invoices and payments shall be subject to correction in subsequent partial payments or the final Application for Payment.

1.04 PAYMENT

The payment for various unit and lump sum items listed below shall include all materials, labor, tools, equipment and incidental work necessary to complete the item in accordance with the plans and specifications whether or not the particular work is mentioned in the following paragraphs.

A. ITEM 1 – REMOVE AND REPLACE EXISTING FLOAT SUPPORT PILES

1. Measurement. The number of piles removed and replaced to be paid for under Item 1 shall be the actual number of piles removed, replaced with Greenheart piles and driven as shown on the drawing and as specified.
2. Payment. The unit price bid for Item 1 shall constitute full compensation for all labor, materials, tools, and equipment necessary to remove and dispose of the existing piles; furnish and install the new Greenheart piles, including stainless steel straps and pile caps, as shown and as directed. The unit price shall also include removing the existing floats from the existing piles and reinstalling the floats to the new piles.

B. ITEM 2 – CONSTRUCT STEEL-FRAMED DECK/PIER

1. The lump-sum price paid for Item 2 shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary for constructing the steel-framed deck/pier, complete, as indicated on the drawings and as specified herein, including cutting the existing fender piles, removing existing railing section, removing existing gangway connection 'ears', furnishing, fabricating and installing the cap beam, HSS frame, steel joists, new gangway connection assembly, railing, decking, and all required connectors and fasteners. The lump-sum price for Item 2 shall also include removing and reinstalling the existing gangway.

C. ITEM 3 – FURNISH AND INSTALL GREENHEART DECK SUPPORT PILES

1. Measurement. The number of Greenheart piles to be paid for under Item 3 shall be the actual number of piles furnished and driven as shown on the drawing and as specified.
2. Payment. The unit price bid for Item 2 shall constitute full compensation for all labor, materials, tools, and equipment necessary to furnish and install the wood piles as shown and as directed.

D. ITEM 4 – CONSTRUCT 'L' SHAPED WOOD-FRAMED DECK

1. The lump-sum price paid for Item 4 shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary for constructing the wood-framed deck, complete, as indicated on the drawings and as specified herein, including cutting the existing fender piles, cutting and removing the existing railing section, furnishing and installing the cap beams, wood joists, railing, decking, and all required connectors and fasteners. The lump-sum price for Item 4 shall also include saw-cutting and removing 24 s.f. of bituminous concrete and repaving to meet the existing bulkhead cap grade.

SECTION 01300
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Coordination and project conditions.

B. Field engineering.

C. Preconstruction meeting.

D. Progress meetings.

1.02 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project to ensure efficient and orderly sequence of construction.

B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.

1.03 FIELD ENGINEERING

A. Confirm drawing dimensions and elevations.

1.04 PRECONSTRUCTION MEETING

A. Owner will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Engineer and Contractor.

C. Agenda:
1. Submission of list of schedule of values, progress schedule, suppliers and vendors.
2. Designation of personnel representing parties in Contract and Engineer.
3. Procedures and processing of submittals, substitutions, applications for payments, Change Orders, and Contract closeout procedures.
4. Scheduling.
5. Owner’s requirements.
6. Security and housekeeping procedures.
7. Application for payment procedures.
8. Inspection and acceptance of facilities.
9. Safety procedures.

D. Engineer will record minutes and distribute copies within two days after meeting to participants.

1.05 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

C. Attendance Required: Job superintendent, Owner and Owner, as appropriate for each meeting.

D. Agenda:
1. Review of Work progress.
2. Field observations, problems, and decisions.
3. Identification of problems impeding planned progress.
4. Review of submittals schedule and status of submittals.
5. Review of delivery schedules.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Coordination of projected progress.
10. Maintenance of quality and work standards.
11. Effect of proposed changes on progress schedule and coordination.
12. Other business relating to Work.

E. Engineer will record minutes and distribute copies within two days after meeting to participants.

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedule.

C. Shop drawings.

D. Samples.

E. Design data.

F. Test reports.

G. Certificates.

H. Manufacturer's field reports.

I. Erection drawings.

1.02 SUBMITTAL PROCEDURES

A. Transmit each submittal with Contractor's standard forms.

B. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

C. Certify that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

D. Schedule submittals to expedite Project. Coordinate submission of related items.

E. Allow space on submittals for Contractor and Architect/Engineer review stamps.

F. When revised for resubmission, identify changes made since previous submission.

G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

H. Submittals not requested will not be recognized or processed.

1.03 CONSTRUCTION PROGRESS SCHEDULE

A. Submit initial progress schedule within 7 days after date established in Notice to Proceed. After review, resubmit required revised data within ten days.

1.04 SHOP DRAWINGS

A. Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.

1.05 SAMPLES

A. Samples: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.

B. Samples For Selection as Specified in Product Sections:
   1. Submit to Engineer for aesthetic, color, or finish selection.
   2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Owner's selection.

C. Include identification on each sample.

1.06 DESIGN DATA

A. Submit for Engineer's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.07 TEST REPORTS

A. Submit for Engineer's knowledge as contract administrator or for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.08 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.09 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Engineer's benefit as contract administrator or for Owner.

B. Submit report within 30 days of observation to Engineer for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 ERECTION DRAWINGS

A. Submit drawings for Engineer's benefit as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

END OF SECTION

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SECTION 01400
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Quality control and control of installation.

B. Tolerances.

C. References.

D. Testing and inspection services.

E. Manufacturers' field services.

F. Examination.

G. Preparation.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.04 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.05 TESTING AND INSPECTION SERVICES

A. Owner will pay for specified services of an independent firm to perform concrete testing and inspection.

B. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

C. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

D. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

1.06 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Refer to Section 01330 - SUBMITTAL PROCEDURES, Manufacturers' Field Reports article.

PART 2 PRODUCTS

A. Unless otherwise indicated on the drawings or specified, only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed for, fabricated for, or delivered to the work without prior approval of the Engineer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

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SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities:
1. Temporary sanitary facilities.
2. Progress cleaning and waste removal.
3. Barriers.
4. Security.
5. Water control.
6. Dust control.
7. Pollution control.

1.02 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.03 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.04 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide protection for plants designated to remain. Replace damaged plants.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 SECURITY

A. Security Program:
1. Protect Work from theft, vandalism, and unauthorized entry.
2. Initiate program at project mobilization.
3. Maintain program throughout construction period.

B. Entry Control:
   1. Restrict entrance of persons and vehicles into Project site.
   2. Allow entrance only to authorized persons with proper identification.
   3. Maintain log of workers and visitors, make available to Owner on request.

1.06 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water.

1.07 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

1.08 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

1.02 PRODUCTS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

1.03 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.05 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.06 PRODUCT SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension, which may subsequently become apparent.

5. Will reimburse Owner for review or redesign services associated with re-approval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
3. Engineer will notify Contractor in writing of decision to accept or reject request.

END OF SECTION

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SECTION 01700
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Closeout procedures.

B. Protecting installed construction.

C. Project record documents.

1.02 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.

B. Provide submittals to Engineer required by authorities having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.03 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Prohibit traffic from landscaped areas.

1.04 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured horizontal and vertical locations of underground appurtenances referenced to permanent surface improvements.
   2. Field changes of dimension and detail.
   3. Details not on original Contract drawings.

G. Submit documents to Engineer.

END OF SECTION

SECTION 02050
SOILS AND BORROW MATERIAL

PART 1 GENERAL

1.01 SUMMARY

A. Section includes materials for pavement base materials, backfill, fill and grading purposes.

B. Related Sections:
1. Section 02200 - Earth Excavation, Backfill, Fill, and Grading
2. Section 02740 – Flexible Pavement

1.02 REFERENCES

A. MHD M1.03.0, Type c (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition) - Bank Run Gravel, 2 inches Largest Dimension

B. MHD M1.03.1 (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition) - Processed Gravel for Subbase.

C. MHD M1.04.0, Type A (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition) – Sand Borrow, 1/4-inch maximum particle size.

D. MHD M1.09.0, (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition) – Reclaimed Pavement Borrow Material

E. MHD M2.01.0 (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition) – Crushed Stone

F. MHD M2.01.7 (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition) - Dense-Graded Crushed Stone for Sub-base.

G. MHD M2.05.0 (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition) – Stone Screenings (Stone Dust).

H. ASTM D422 - Method for Sieve Analysis of Fine and Coarse Aggregates.

I. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 inch Drop.

J. ASTM D2487 - Classification of Soils for Engineering Purposes.

K. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

L. ASTM D3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

M. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.03 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal procedures.

B. Materials Source: Submit name of imported materials suppliers.

C. Submit grain size analysis and curve performed in accordance with ASTM D422 for each proposed source of material for review by the Engineer. The grain size analysis shall indicate that the material conforms to the gradation requirements specified.

1.04 QUALITY ASSURANCE

A. Perform Work in accordance Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition.

PART 2 PRODUCTS

2.01 MATERIALS

A. Bank-Run Gravel:
1. Bank-run gravel shall conform to meet Massachusetts Standard Specification M1.03.0, Type c.
2. Bank-run gravel shall be a granular material well graded from fine to coarse with a maximum size less than 2 inches, obtained from approved natural deposits and unprocessed except for the removal of unacceptable material and stones larger than the maximum size permitted. It shall not contain vegetation, masses of roots or individual roots more than 12 inches long or more than 1/2 inch in diameter. It shall be substantially free from loam and other organic matter, clay and other fine or harmful substances.

B. Processed Gravel:
1. Processed gravel shall meet Massachusetts Standard Specification M1.03.1.
2. The gravel shall consist of hard, durable stone and coarse sand. Approved source material shall be processed by mechanical means. Material shall be well graded and stockpiled in such a manner to prevent segregation of particles. Material shall be free of loam, clay or other deleterious material.

C. Reclaimed Pavement (asphalt):
1. Reclaimed pavement shall meet the gradation requirements of Massachusetts Standard Specification M1.09.0.
2. The material shall be free of loam, clay and deleterious material including

brick, steel, wood, paper, plaster, lathing and building rubble.

D. Crushed Stone:
   1. Crushed stone shall meet the gradation requirements of Massachusetts Standard Specification M2.01.1.
   2. The material shall be screened and well graded in size and shall consist of clean, hard and durable particles of rock, free from dirt, vegetation or other objectionable matter, and free from soft, thin elongated, laminated or disintegrated pieces.

E. Dense Graded Crushed Stone:
   1. Dense-graded crushed stone shall meet Massachusetts Standard Specification M2.01.7.
   2. The material shall be uniformly mixed and well graded in size. The crushed stone shall be uniformly mixed coarse and fine aggregates. Coarse aggregates shall consist of hard durable, particles or fragments of stone or gravel. Fine aggregates shall consist of natural or crushed stone. The composite material shall be free from clay, loam or other deleterious material.

G. SOURCE QUALITY CONTROL

F. Section 01400 - Quality Requirements: Testing and inspection services.

G. Testing and Analysis: Perform in accordance with referenced specifications and/or as specified by the Engineer.

H. When tests indicate materials do not meet specified requirements, change material or material source and retest.

I. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 STOCKPILING

A. Stockpile materials on site at locations designated by the Engineer or Owner.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

E. Stockpile materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.02 PLACING AND COMPACTING

A. Bank-Run Gravel:
   1. The bank-run gravel shall be spread in layers of uniform thickness not exceeding 8 inches before compaction and moistened or allowed to dry as directed. Then it shall be thoroughly compacted by means of suitable power-driven tampers or other power-driven equipment.

B. Processed Gravel:
   1. The material shall be placed in layers of uniform thickness not greater than 6 inches and then shall be thoroughly compacted by means of a suitable vibrator, vibratory roller or mechanical tamper.

C. Reclaimed Pavement (asphalt):
   1. The material shall be placed in layers of uniform thickness not greater than 6 inches and then shall be thoroughly compacted by means of a suitable vibrator, vibratory roller or mechanical tamper.

D. Crushed Stone:
   1. The material shall be spread in layers of uniform thickness not greater than 6 inches and then shall be thoroughly compacted by means of a suitable vibrator or mechanical tamper.

E. Dense Graded Crushed Stone:
   1. The material shall be placed in layers of uniform thickness not greater than 6 inches and then shall be thoroughly compacted by means of a suitable vibratory roller or mechanical tamper.

G. STOCKPILE CLEANUP

F. ALL unused materials shall be removed from the project site.

G. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent freestanding surface water.

END OF SECTION

SECTION 02117
CLEAN UP

PART 1 GENERAL

1.01 SUMMARY

A. Section includes clean up procedures for the Contractor and/or Sub-Contractors to follow throughout construction.

1.02 CLEANUP

A. The Contractor is advised that the work site is an environmentally sensitive area. The Contractor shall take care to conduct the work such that hazardous materials and oil or fuel required by the Contractor's equipment shall be well contained and not released on the site. The Contractor shall immediately notify the Town of any such release, REGARDLESS of the extent, and shall clean up the release immediately and in a manner approved by the Town and MassDEP.

B. During its progress the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.

C. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., shall, upon completion of the work, be left in a clean and neat condition.

D. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around privies, houses, and other buildings used by him; shall remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

E. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration.

F. The Contractor shall thoroughly clean all materials and equipment installed by him and his subcontractors, and on completion of the work shall deliver it undamaged and in fresh and new-appearing condition. All mechanical equipment shall be left fully charged with lubricant and ready for operation.

G. The Contractor shall smooth all ruts and track marks on the beach at the end of each work day.

H. The Contractor shall thoroughly clean the work area(s) daily, or as directed by the Owner. The Contractor shall dispose of all unsuitable materials and debris in an approved manner.

END OF SECTION

SECTION 02200
EARTH EXCAVATION, BACKFILL, FILL AND GRADING

PART 1 GENERAL

1.01 SUMMARY

A. This section includes excavating, backfilling, filling and grading required pavement foundations, site grading, site structures and utility trenches.

B. Related Sections:
1. Section 02050 – Soils and Borrow Materials
2. Section 02221 – Demolition
3. Section 02230 – Site Clearing

1.02 REFERENCES

A. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 inch Drop.

B. ASTM D2487 - Classification of Soils for Engineering Purposes.

C. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

D. ASTM D3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL

A. Make excavations in earth for trenches and structures; backfill and grade such excavations to the extent necessary and construct embankments and fills. All such work shall be done as indicated on the drawings and as herein specified.

B. Excavation shall be carried out in such manner as to eliminate all possibility of undermining or disturbing the foundations of existing structures or of work previously completed under this contract.

C. Perform all sheeting work, cofferdaming, pumping, and draining to eliminate undermining and to render the bottom of all excavations firm and dry prior to the placement of any structure.

D. In no case, except as provided for in the sections EXCAVATION FOR

STRUCTURES and PREPARATION OF SUBGRADE, shall the earth be plowed, scraped, or dug by machinery so as to disturb material below finished subgrade.

3.02 SEPARATION OF SURFACE MATERIALS.

A. Remove only as much of any existing pavement as is necessary for the prosecution of the work. Prior to excavation, pavement shall be cut along straight edges and, where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.

B. From areas within which excavations are to be made, topsoil shall be carefully removed and separately stored to be used again as directed; or, if the Contractor prefers not to separate the surface materials, he shall furnish, as directed, topsoil at least equal in quantity and quality to that excavated.

3.03 SHEETING AND BRACING

A. Furnish, install, and maintain such sheeting, bracing, trench box, etc., as may be necessary to support the sides of the excavation and to prevent any movement of earth which could in any way diminish the width of the excavation to less than that necessary for proper construction, or could injure personnel or delay the work, or endanger adjacent structures.

B. Leave in place to be embedded in the backfill or concrete, all sheeting, bracing, etc., which is indicated on the drawings to be so left in place. Leave in place any other sheeting, bracing, etc., which the Engineer may direct in writing to leave in place, at any time during the progress of the work, for the purpose of preventing injury to structures or property. All other sheeting shall be removed.

C. All sheeting and bracing not to be left in place shall be carefully removed in such manner as not to endanger the construction or other structures. All voids left or caused by the withdrawal of sheeting shall be backfilled immediately using approved materials and compaction methods. Such sheeting and bracing, when incidental to normal excavation, shall be included in the work to be done under items involving normal excavation.

3.04 DRAINAGE / DEWATERING

A. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices with which to intercept and/or remove promptly, and dispose of properly, of all water, which is not the result of tidal fluctuations, entering trenches and other excavations. Such excavations shall be kept dry until the structures, pipes and appurtenances to be built therein have been completed.

B. All water pumped or drained from the work shall be disposed of in a suitable manner without interference with other work or damage to pavement, other

surfaces or property.

3.05 EXCAVATION FOR STRUCTURES

A. Excavate to the exact depth required for all foundations and structures.

B. Excavations shall conform to elevations and dimensions shown on the Drawings and extending a sufficient distance from foundations to permit erection and removal of concrete forms, other required construction and for inspection. The Contractor shall exercise care so as not to disturb the bottom of the excavation.

3.06 EXCAVATION NEAR EXISTING STRUCTURES

A. Attention is directed to the fact that there are pipes, drains and other utilities in certain locations. Some of these have been indicated on the drawings, but all such existing utilities are not necessarily shown. The completeness or accuracy of the information given is not guaranteed.

B. As the excavation approaches pipes, conduits or other underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools. Such manual excavation when incidental to normal excavation shall be included in the work to be done under items involving normal excavation.

3.07 PROTECTION OF EXISTING STRUCTURES

A. All existing pipes, poles, wires, fences, buildings, decks, patios, curbing, pavements, property line markers and other structures which the Engineer decides must be preserved in place, without being temporarily or permanently relocated, shall be carefully supported and protected from injury by the Contractor.

B. Should such items be injured, the Contractor, without compensation shall restore them therefor, to at least as good condition as that in which they were found immediately before the work was begun.

3.08 RELOCATION AND REPLACEMENT OF EXISTING STRUCTURES

A. Whenever encountering certain existing structures as described below and so ordered in writing, do the whole or such portions of the work as may be directed to change the location of, remove and later restore, replace such structures or to assist the Owner thereof in so doing. For all such work payment shall be made under such items of work as may be applicable, otherwise as Extra Work.

B. In removing existing pipes or other structures, care shall be used to avoid damage to materials and the Engineer shall include for payment only those new materials, which, in his judgment, are necessary to replace those unavoidably damaged.

C. The structures to which the provisions of the preceding two paragraphs shall apply include pipes, wires, decks, patios and other structures which meet all of the

following:

1. Are not indicated on the drawings or otherwise provided for.
2. Encroach upon or are encountered near and substantially parallel to the edge of the excavation.
3. In the opinion of the Engineer will impede progress to such an extent that satisfactory construction cannot progress until they have been changed in location, removed (to be later restored) or replaced.

3.09 CARE AND RESTORATION OF PROPERTY

A. Protect all private and public property adjacent to work from injury due to work.

B. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels so shaped as to cut or otherwise injure such surfaces.

C. Property injured by the Contractor's operations shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

D. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period.

3.10 UNAUTHORIZED EXCAVATION

A. If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled and thoroughly compacted at the Contractor's expense with bank-run gravel, crushed stone or suitable excavated material from the work.

3.11 ELIMINATION OF UNSUITABLE MATERIAL

A. If, in the opinion of the Engineer, material unsuitable for foundation is found at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, remove such material to the required width and depth and replace it with thoroughly compacted processed gravel, bank-run gravel, crushed stone or concrete as directed.

3.12 DISPOSAL/STOCKPILING OF SURPLUS EXCAVATED MATERIALS

A. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or approved.

B. At the direction of the Owner, and at no additional cost to the Owner, suitable surplus excavated material shall be stockpiled on-site until the work is completed.

C. Surplus excavated materials suitable for backfill shall be used to replace other materials unacceptable for use as backfill; or shall be neatly deposited for other purposes within a haul of one mile from the point of excavation; all as directed or

approved and without additional compensation.

D. All excavated beach sand and cobble shall remain on the beach and shall not be hauled away. Beach sand and cobble shall be reused for backfill as shown on the Drawings. All excess beach sand and cobble shall be placed on the beach and graded to match the profile of the beach.

E. Except for beach sand and cobble, surplus excavated materials not needed as specified above shall be hauled away by the Contractor, at his expense, at approved locations, and in accordance with arrangements made by him.

3.13 DUST CONTROL

A. During the progress of the work, conduct operations and maintain the area of activities, including sweeping and sprinkling of streets, so as to minimize the creation and dispersion of dust.

3.14 BRIDGING EXCAVATIONS

A. Provide at no expense to the Owner, suitable and safe bridges and other crossings, where required for the accommodation of travel, or access to private property during construction and remove said structures thereafter.

3.15 BACKFILLING - GENERAL

A. In general, and unless other material is indicated on the drawings or specified, material used for backfilling trenches and excavations around structures shall be suitable material which was removed in the course of making the construction excavations.

B. Frozen material shall not be placed in the backfill nor shall backfill be placed upon frozen material. Previously frozen material shall be removed or shall be otherwise treated as required before new backfill is placed.

C. Wherever a percentage of compaction for backfill is indicated or specified, it shall be the percent of maximum density at optimum moisture as determined by Method D of ASTM Standard Methods of Test for Moisture-Density Relations of Soils Using 10-lb. Rammer and 18-in. Drop, Designation D1557.

3.16 FILL AND BACKFILL UNDER STRUCTURES

A. Unless otherwise indicated or specified, all fill and backfill under structures and pavements adjacent to structures shall be compacted bank-run gravel as specified in Section 02050 – SOILS AND BORROW MATERIALS.

B. The fill and backfill materials shall be placed in layers not exceeding 6 inches in thickness. Unless otherwise indicated or specified, each layer shall be compacted to 95 percent.

3.17 BACKFILL AROUND STRUCTURES

A. Backfill shall not be placed against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking or other damage. As soon as practicable after the structures are structurally adequate backfilling shall be started and then shall proceed until its completion. The best of the excavated materials shall be used in backfilling within 2 feet of the structure. Unequal soil pressures shall be avoided. Material shall be placed evenly around the structure to avoid unequal soil pressures.

B. The materials shall be placed and compacted to 95 percent unless otherwise indicated or specified.

3.18 MATERIALS FOR FILLING AND EMBANKMENTS

A. Approved selected materials available from the excavations and not required for backfill around pipes or against structures may be used for filling and building embankments, except as otherwise specified. Material needed in addition to that available from construction operations shall be obtained from approved gravel banks or other approved sources.

B. All material, whether from the excavations or from borrow, shall be of such nature that after it has been placed and properly compacted it will make a dense, stable fill. It shall not contain vegetation, masses of roots, individual roots more than 12 inches long, or more than 1/2 inch in diameter, stones over 6 inches in diameter or porous matter. Organic matter shall not exceed minor quantities and shall be well distributed.

3.19 PREPARATION OF SUBGRADE

A. The Contractor shall remove loam and topsoil, loose vegetable matter, stumps, large roots, etc., from areas upon which embankments will be built or material will be placed for grading. The subgrade shall be shaped as indicated on the drawings and shall be prepared so that the first layer of the new material placed thereon will be well bonded to it.

3.20 PLACING AND COMPACTING EMBANKMENT MATERIAL

A. After the subgrade has been prepared as hereinbefore specified, the material shall be placed thereon and built up in successive layers until it has reached the required elevation.

B. Layers shall not exceed 8 inches in thickness before compaction. In embankments at structures, the layers shall have a slight downward slope away from the structure; in other embankments the layers shall have a slight downward slope away from the center. In general, the finer and less pervious materials shall be placed against the structures or in the center, and the coarser and more

pervious materials, upon the outer parts of embankments.

C. Each layer of material shall be compacted by the use of approved rollers or other approved means so as to secure a dense, stable and thoroughly compacted mass. At such points as cannot be reached by mobile mechanical equipment, the materials shall be thoroughly compacted by the use of suitable power-driven tampers.

D. Previously placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction. No compacting shall be done when the material is too wet, from either rain or too great an application of water, to compact it properly; at such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compaction or such other precautions shall be taken as may be necessary to obtain proper compaction.

E. Except as noted on the drawings, the portion of embankment constructed below proposed structures shall be compacted to 95 percent, the top 2 feet of an embankment below a pavement base shall be compacted to 95 percent, and all other embankments shall be compacted to 95 percent.

END OF SECTION

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SECTION 02230
SITE CLEARING

PART 1 GENERAL

1.01 SUMMARY

A. This section includes removal of surface debris; clearing and grubbing, removal/chipping of trees, shrubs, other vegetation; and topsoil excavation, screening and stockpiling.

B. Related Sections:
1. Section 02200 - Earth Excavation, Backfill, Fill, and Grading.
2. Section 02300 - Rock Excavation and Disposal.
3. Section 02900 - Landscape.

PART 2 PRODUCTS

SECTION NOT USED

PART 3 EXECUTION

3.01 STOCKPILING

A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.

B. Existing vegetation designated to remain shall be tagged or identified.

3.02 PROTECTION

A. Locate, identify and protect from damage utilities, trees, and structures to remain.

B. The Contractor shall not cut or injure any trees or other vegetation outside the limits of the areas on which work is to be done. These limits shall be clearly marked in the field prior to site preparation.

3.03 CLEARING

A. Clear areas required for access to site and execution of Work.

B. From areas to be cleared, cut or otherwise remove all trees, saplings, brush and vines; windfalls, logs, and trees lying on the ground; dead trees and stubs including their stumps; and any other debris in the area, without disturbing subsoil.

C. Except where clearing is done by uprooting with machinery or where stumps are left to facilitate subsequent grubbing operations, trees, saplings, brush, vines, stumps to be cleared shall be cut flush with the ground surface.

3.04 GRUBBING

A. In areas to be grubbed, remove completely all stumps, remove to a depth of 12-in. all roots larger that 3-in. in diameter, and remove to a depth of 6-in. all roots larger than 1/2-in. in diameter. Such depths shall be measured from the existing ground surface or the proposed finished grade whichever is the lower.

3.05 CHIPPING

A. All acceptable exfoliated branches, limbs, etc., of trees/saplings, brush and shrubs shall be chipped to a size no larger than 5-inches in any dimension by use of a chipper approved by the Engineer and used on site as wood chip mulch.

B. Excess wood chip mulch shall be spread on exposed slopes on site for erosion control.

3.06 REMOVAL

A. Remove debris, rock and extracted plant life from site, unless otherwise directed.

B. Temporary removal and suitable storage of statues, plaques, etc. as directed by the Engineer.

C. All logs and other wood to be removed in the course of clearing, grubbing and stripping shall become the property of the Contractor and shall be disposed of by him away from the site in an approved manner.

3.07 TOPSOIL EXCAVATION

A. All stumps, roots, foreign matter, topsoil, loam and unsuitable earth shall be stripped from the ground surface in areas cleared and grubbed. The topsoil and loam shall be utilized for finish surfacing.

B. Excavate existing topsoil from areas to be excavated, landscaped or graded, without mixing with foreign materials, for use in finish grading.

C. Excavated topsoil shall be mechanically screened in an approved manner to achieve the requirements designated in Section 02900 LANDSCAPE.

D. Do not excavate wet topsoil.

E. Stockpile topsoil in area designated on site to depth not exceeding 8-ft. and protect from erosion.

END OF SECTION

SECTION 02740
FLEXIBLE PAVEMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section includes gravel base course, permanent pavement, and cutback asphalt and tack coat.

B. Related Sections:
1. Section 02050 - Soils and Borrow Material
2. Section 02200 - Earth Excavation, Backfill, Fill, and Grading

1.02 REFERENCES

A. Section 460 (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition).

B. Section M3 (Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition).

1.03 PERFORMANCE REQUIREMENTS

A. The Contractor shall maintain permanently placed surfaces under this contract until the expiration of the guarantee period.

B. Should an area that the Contractor has paved settle, he will remove and replace the entire pavement in the area.

1.04 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit product information and mix design.

C. Certificate: Certify Products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

A. Perform Work in accordance with Massachusetts Highway Department, Standard Specifications for Highways and Bridges.

B. Mixing Plant: Conform to Massachusetts Standard Specification M3.11.07.

C. Obtain materials from same source throughout.

D. Maintain one copy of each document on site.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Section 01600 - Product Requirements: Environmental conditions affecting products on site.

B. Permanent pavement shall not be placed between November 15 and April 1.

C. Do not place asphalt when ambient air or base surface temperature is less than 40º F, or surface is wet or frozen.

D. Place bitumen mixture when temperature is not more than 15º F below bitumen supplier's bill of lading and not more than maximum specified temperature.

PART 2 PRODUCTS

2.01 MATERIALS

A. Bank Run Gravel: In accordance with Section 02050 Bank-Run Gravel conforming to meet Massachusetts Standard Specification M1.03.0, Gravel Borrow Type c.

B. Processed Gravel: In accordance with Section 02050 Processed Gravel conforming to meet Massachusetts Standard Specification M1.03.1, Processed Gravel for Subbase.

C. Reclaimed asphalt: In accordance with Section 02050 Reclaimed Pavement conforming to meet Massachusetts Standard Specification M1.09.0.

D. Asphalt Cement: Shall conform to Massachusetts Standard Specifications M3.01.0.

E. Binder Course: Shall conform to Class I Bituminous Concrete Pavement, Type I-l, of Section 460 of the Massachusetts Standard Specifications.

F. Binder Course: Shall conform to Class I Bituminous Concrete Pavement, "Binder Course," of the Massachusetts Standard Specification M3.11.00.

G. Wear Course: Shall conform to Class I Bituminous Concrete Pavement, Type I-l, of Section 460 of the Massachusetts Standard Specifications.

H. Wear Course: Shall conform to Class I Bituminous Concrete Pavement, "Top Course," of the Massachusetts Standard Specification M3.11.00.

I. Cutback Asphalt: Shall conform to Massachusetts Standard Specifications M3.02.0.

J. Tack Coat: Shall be emulsified asphalt, grade RS-1 and shall conform to Massachusetts Standard Specifications M3.03.0.

2.02 SOURCE QUALITY CONTROL AND TESTS

A. Section 01400 - Quality Requirements: Testing, inspection and analysis requirements.

B. Section M3.11.00 of the Massachusetts Standard Specifications.

C. Submit proposed mix design of each class of mix for review prior to beginning of Work.

PART 3 EXECUTION

3.01 EXAMINATION

A. Section 01300 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify compacted subgrade is ready to accept and support paving and imposed loads.

C. Verify gradients and elevations of base are correct.

3.02 BASE COURSE

A. Base course shall be reclaimed asphalt to the lines and grades shown on the Contract Drawings. The base course shall be placed in 6-in. maximum lifts and shall be thoroughly compacted with a road roller or by vibratory compactors.

B. Base course gravel shall provide a stable surface when spread on the road and rolled.

3.03 BITUMINOUS CONCRETE PAVEMENT

A. Bituminous concrete pavement shall consist of a gravel base course, and two courses of bituminous concrete (binder and wearing) to the minimum thicknesses shown on the drawings.

B. The edges of existing pavement shall be cleaned, and painted with cut-back asphalt to ensure a satisfactory bond between old and new pavement.

C. All pavement edges shall be square and straight. Irregular, jagged edges will not be allowed.

D. There shall be no feathered edges.

3.04 PREPARATION – CUTBACK ASPHALT

A. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate of 1/3 gal/sq. yd.

B. Apply cutback asphalt to clean cut edges of existing paved surfaces.

3.05 PREPARATION - TACK COAT

A. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate of 1/3 gal/sq. yd.

B. Apply tack coat to contact surfaces of asphalt curbs and existing paved surfaces.

C. Coat surfaces of manhole, catch basin and utility frames, grates and covers with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

3.06 PLACING ASPHALT PAVEMENT

A. Install Work in accordance with Massachusetts Highway Department, Standard Specifications for Highways and Bridges, latest edition.

B. The binder course shall be carefully spread and raked to a uniform surface and thoroughly rolled.

C. Place wearing course only after cleaning and applying tack coat to the binder surface.

D. Place asphalt wearing course within 24 hours of applying tack coat.

E. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.

F. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.07 TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Flatness: Maximum variation of 1/4-in. measured with 10-ft. straight edge.

C. Scheduled Compacted Thickness: Within 1/4-in.

D. Variation from Indicated Elevation: Within 1/4-in.

3.08 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Section M3.11.00 of the Massachusetts Standard Specifications.

3.09 PROTECTION OF FINISHED WORK

A. Section 01700 - Execution Requirements: Protecting finished work.

B. Immediately after placement, protect pavement from mechanical injury for 24 hours or until surface temperature is less than 140º F, whichever is the longer.

3.10 PRICE ADJUSTMENT FOR HOT MIX ASPHALT MIXTURES

A. Payment for asphalt material will be adjusted as follows:

1. The price for liquid asphalt shall be as listed in Mass DOT Highway Division website: https://www.mass.gov/service-details/massdot-current-contract-price-adjustments

   The "Base Price" shall be the per ton liquid asphalt price on the date of the bid for this Contract.
   The "Period Price" shall be the per ton liquid asphalt price on the date asphalt is actually placed under this Contract.
   An adjustment factor, representing the percentage increase or decrease in the "Period Price" compared to the "Base Price", shall be applied to the "Materials" price bid for this work. The Contractor shall be paid for adjusted unit price for "Materials".

END OF SECTION

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SECTION 02900
LANDSCAPE

PART 1 GENERAL

1.01 SUMMARY

A. Section includes preparation of subsoil, placing topsoil, seeding/hydroseeding, mulching and fertilizer.

B. Related Sections:
1. Section 02050 - Soils and Borrow Material.
2. Section 02200 - Earth Excavation, Backfill, Fill, and Grading.

1.02 DEFINITIONS

A. Weeds: Vegetative species other than specified species to be established in given area.

1.03 CLOSEOUT SUBMITTALS

A. Section 01700 - Execution Requirements: Closeout procedures.

B. Operation and Maintenance Data: Include maintenance instructions, cutting method and maximum grass height.

1.04 QUALITY ASSURANCE

A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging and location of packaging.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Section 01600 - Product Requirements: Product storage and handling requirements.

B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

C. Deliver fertilizer in waterproof bags showing weight, chemical analysis and name of manufacturer.

1.06 COORDINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

PART 2 PRODUCTS

2.01 MATERIAL

A. Topsoil:
   1. Topsoil shall consist of fertile, friable, natural topsoil.
   2. Free of roots, rocks larger than ½ inch, subsoil, debris, large weeds and foreign matter.

B. Seed:
   1. Seed shall meet Massachusetts Standard Specification M6.03.0 and shall conform to the following:

a.	Creeping Red Fescue Grass:	50 percent.
b.	Kentucky Blue Grass:	25 percent.
c.	Domestic Rye:	10 percent.
d.	Red Top:	10 percent.
e.	Ladino Clover:	5 percent.

PART 3 EXECUTION

3.01 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify building and trench backfilling have been inspected.

C. Verify substrate base has been contoured and compacted.

3.02 SUBSTRATE PREPARATION

A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

B. Remove debris, roots, branches, and stones, in excess of ½ inch in size.

C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.03 PLACING TOPSOIL

A. Place topsoil during dry weather and on dry unfrozen subgrade.

B. Place topsoil in areas where seeding, sod, and planting is required to nominal depth of 4-inches.

C. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage. Maintain profiles and contour of subgrade.

D. Remove roots, weeds, rocks, and foreign material while spreading.

E. Manually spread topsoil close to building to prevent damage.

F. Roll placed topsoil.

G. SURPLUS SUBSOIL AND TOPSOIL TO REMAIN ON SITE.

3.04 FERTILIZING

A. Apply lime and fertilizer based on results of soil analysis.

B. Apply after smooth raking of topsoil [and prior to roller compaction].

C. Do not apply fertilizer at same time or with same machine used to apply seed.

D. Mix fertilizer thoroughly into upper 2-in. of topsoil.

E. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

3.05 SEEDING

A. Apply seed at rate of approximately 50 lb. per acre evenly in two intersecting directions. Rake in lightly.

B. Do not seed areas in excess of that which can be mulched on same day.

C. Planting Season: Between March 15 and June 1, or August 15 to October 15.

D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.

E. Roll seeded area with roller not exceeding 100 lbs per tread.

F. The surface shall be kept moist by a fine spray until the grass shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 2 sq. ft., the Contractor shall re-seed, roll, and water as necessary to obtain proper germination and shall otherwise maintain and protect seeded areas as necessary to produce a dense, healthy growth of perennial lawn grass.

3.06 HYDROSEEDING

A. Apply fertilizer and seeded slurry with hydraulic seeder at rate that will yield

deposits of the fertilizer and seed that equal the quantity specified above.

B. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4-in. of soil and maintain moisture levels two to four inches.

C. The surface shall be kept moist by a fine spray until the grass shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 2 sq. ft., the Contractor shall re-seed, roll, and water as necessary to obtain proper germination and shall otherwise maintain and protect seeded areas as necessary to produce a dense, healthy growth of perennial lawn grass.

3.07 SCHEDULE

A. Loam and Seed Area: Grass seed mixture specified, 4-in. topsoil.

B. Sloped Wood Chip Mulched Area: 4-in. depth.

3.08 TOLERANCES

A. Section 01400 - Quality Requirements: Tolerances.

B. Depth of Topsoil: Plus or minus 1/2-in.

3.09 PROTECTION OF INSTALLED WORK

A. Section 01700 - Execution Requirements.

B. Protect landscaping and other features remaining as final Work.

C. Protect existing structures, fences, sidewalks, utilities, paving, and curbs.

D. Prohibit construction traffic over topsoil.

END OF SECTION

SECTION 05102
MISCELLANEOUS METALWORK

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:
1. Aluminum gangway
2. All other miscellaneous metalwork indicated

B. Related Sections:
1. Section 06100 - ROUGH CARPENTRY.
2. Section 06130, HEAVY TIMBER CONSTRUCTION.

1.02 SUBMITTALS

A. Refer to Section 01330, SUBMITTALS for submittal provisions and procedures.

B. Shop Drawings: Submit shop drawings of work showing size and thickness of each member, type of material, method of connection and assembly. Show dimensions, clearances, anchorages, relationships to surrounding work, coatings, and other pertinent details of fabrication and installation.
1. Show profiles, reinforcing, fasteners, and any accessories.
2. Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.

C. Product Data: Provide manufacturer's product data, installation instructions, use limitations, and recommendations for each material used. Provide certifications that materials comply with requirements.

D. Welders Certification: Provide certifications, signed by Contractor, certifying that welders employed at project comply with requirements specified under AWS D1.1 and AWS D1.2.

E. Test Reports: Submit certified reports for tests required.

1.03 QUALITY ASSURANCE

A. Shop fabricate work to greatest extent possible. Label each piece in shop to facilitate field assembly.

B. Welding: Perform welding in conformance with AWS D1.1 and D1.3 as applicable.

C. Metal Bar Gratings: Comply with NAAMM MBG 531, "Metal Bar Grating Manual for Steel, Stainless Steel, and Aluminum Gratings and Stair Treads".

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products in accordance with Section 01600, PRODUCT REQUIREMENTS.

B. Store work off ground and under cover. Protect from damage. Repair and clean work before erection.

1.05 PROJECT CONDITIONS

A. Do not permit use of stairs, ladders, handrails, or other work until work is completely and fully installed and ready to assume intended design loads. Do not permit overloading of metal fabrication systems.

PART 2 PRODUCTS

2.01 MATERIALS

A. General: Provide products and materials of new stock, free from defects, and of best commercial quality for each intended purpose.

B. Abrasive cast aluminum shall be Alumalun made by American Abrasive Metals Co., Alumogrit made by Wooster Products, Inc., Wooster, OH; Perma Grit made by Andco Building Specialty, Inc., Greensboro, NC; or an approved equal product.

Aluminum work shall be fabricated of plates, rolled of extruded shapes, sheets or castings conforming to the following alloy and temperature designations of The Aluminum Association:

1.	Structural rolled or extruded shapes	6061-T6
2.	Extruded shapes	6063-T5
3.	Plates	6061-T6
4.	Castings	241
5.	Sheets	Alclad 3003-H14 and 3003
6.	Bolts and nuts	2024-T4

C. Stainless steel shall be Type 304 unless otherwise indicated or specified. Stainless steel to be welded shall be Type 304L.

D. Steel Plates, Shapes, and Bars: ASTM A36.

E. Bolts and Fasteners: ASTM A307 and A325.

F. Inserts: Type 316 stainless steel, threaded or wedge type. Provide threaded inserts and wedge inserts manufactured by one of the following or Designer approved equal:

1. Hilti
2. Red Head

3. Powers/Rawl

G. Provide anchors, bolts, sockets, sleeves, and other parts required for securing each item of work to other construction. Furnish inserts and sleeves to be set into concrete formwork and concrete under Section 03300, CAST-IN-PLACE CONCRETE.
   1. Anchor bolts, bolts smaller than 5/8-in., and fasteners shall be Type 316 stainless steel.

H. Provide exposed fastenings of same material and finish as metal to which applied, unless otherwise noted.

I. Welding Rods: Conform to AWS Standards and recommendations of welding rod manufacturer.

J. Grout for Exterior Applications: Provide Factory-packaged, non-shrink, non-staining, hydraulic controlled expansion cement formulation for mixing with water at project site. Provide formulation that is resistant to erosion from water exposure without need for protection by a sealer or waterproof coating. Provide Super Por-Rok, Erosion-Resistant Anchoring Cement, manufactured by Minwax Construction Products Division, or equal as approved by Designer.

2.02 FABRICATION- GENERAL

A. Fabricate work of this Section to be straight, plumb, level and square, and to sizes, shapes and profiles indicated on approved shop drawings. Ease exposed edges. Cut, reinforce, drill and tap metal work as required for proper assembly.
   1. Fabricate miscellaneous supports, brackets, braces and the like required to fully complete the work.
   2. Obtain loading requirements from suppliers of work to be supported. Design and support systems with a safety factor of at least 6 unless otherwise indicated.
   3. Allow for thermal movement resulting from 100º F change in ambient temperature.
   4. Shear and punch metals accurately. Remove burrs.
   5. Ease exposed edges to a radius of approximately 1/32-in., unless indicated otherwise. Form bent corners to smallest radius possible without causing grain separation or impairing work.
   6. Remove sharp or rough areas on exposed traffic surfaces.
   7. Weld seams continuously. Spot welding is permitted for temporary welding only.

B. Work Exposed to View: For work exposed to view, select materials with special care. Provide materials, which are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness. Fabricate work with uniform hairline joints. Form welded joints and seams continuously. Grind welds flush to be smooth after painting. For exposed fasteners, use hex head bolts or Phillips head machine screws.

C. Galvanizing: Hot-dip galvanize exterior metal fabrications and other items indicated to be galvanized, in compliance with ASTM A123, ASTM A153, or ASTM A386. Provide minimum 1.5 oz./ft.2 nickel zinc coating. Galvanize after fabrication.

D. Rough Hardware: Furnish bent, or otherwise custom-fabricated, bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 6 Sections.

1. Fabricate items to sizes, shapes, and dimensions required. Furnish malleable-iron washers for heads and nuts that bear on wood structural connections, and furnish steel washers elsewhere.

E. Miscellaneous Bearing and Leveling Plate Fabrication: Provide miscellaneous loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Fabricate units flat, free from warps or twists, and of required thickness and bearing area. Drill plates to receive anchor bolts as required.

F. Miscellaneous Items: Items of miscellaneous metalwork not particularly specified hereinafter shall be of the shape, size, material, and details indicated on the drawings or suitable for the purpose as approved.

G. Aluminum Railings: The aluminum pipe railings shall be all-welded railings fabricated as indicated and shall consist of 1-1/2-in. IPS, Schedule 80 aluminum pipe, alloy 6063-T6 for stanchions and 1-1/2-in. Schedule 40 aluminum pipe, alloy 6063-T6 for top and intermediate rails and returns. The railings shall be fabricated in panels with joints made in a neat and inconspicuous manner. All exposed welds shall be ground smooth.

The stanchions set into concrete shall be set into preformed holes and secured in place with nonshrinking grout. The holes shall be at least ½-in. greater in diameter than the outside diameter of the stanchions and shall be a minimum of 4-in. deep.

The complete railing assembly including anchoring of posts and framing of members shall be capable of withstanding a minimum load of at least 200 lb. applied in any direction at any point on the top rail.

After fabrication, all aluminum pipe railings shall receive an Aluminum Association Standard Anodic Finish, Designation C22A31, followed by a shop coat of methacrylate lacquer.

2.03 HOT-DIP GALVANIZING OF GALVANIZED SURFACES

A. Galvanizing: For those items shown for galvanizing, apply nickel zinc coating by the hot-dip process complying with the following requirements:

1. ASTM A153 for galvanizing iron and steel hardware.

2. ASTM A123 for galvanizing both fabricated and unfabricated iron and steel products made of uncoated rolled, pressed, and forged shapes, plates, bars, and strip 0.0299-inch (0.76 mm) thick or thicker.

B. Hot-Dip Galvanizing: Provide coating for iron and steel fabrications applied by the hot-dip process with 0.05 to 0.09 percent nickel and other earthly materials in the galvanizing kettle forming an alloy, DELTAGALV by Duncan Galvanizing or approved equal meeting all requirements of this specification. Comply with ASTM A123 for fabricated products and ASTM A153 for hardware. Provide thickness of galvanizing specified in referenced standards.

C. Galvanizing Application: Galvanize materials in accordance with specified standards and this specification. Galvanizing shall provide an acceptable substrate for applied coatings. The dry kettle process shall be used to eliminate any flux inclusions on the surface of the galvanized material.

2.04 FINISHING OF ALUMINUM

A. Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish fabricated; Chemical Finish: etched, medium matte; Anodic Coating: clear coating 0.018 mm or thicker) complying with AAMA 607.1.

PART 3 EXECUTION

3.01 PREPARATION

A. Coordinate and furnish anchorage devices, setting drawings, diagrams, templates, instructions, and directions for installation of concrete inserts, sleeves, anchor bolts, and miscellaneous items to be embedded or attached to concrete work, masonry work, or structural steel work.

3.02 INSTALLATION, GENERAL

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners necessary for securing work of this Section to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws and other connectors required.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installation of work of this Section

C. Erect work square, plumb and true, accurately fitted, and with tight joints and intersections. All anchors, inserts and other members to be set in concrete or masonry shall be furnished loose by this trade to be built-into concrete and masonry by those trades. Avoid field cutting or drilling to greatest extent possible.

D. Brace work rigid and secure to surrounding construction. Provide temporary bracing or anchors where required.

E. Fit exposed connections accurately together to form hairline joints. Shop weld connections, except when work cannot be shop welded due to shipping size or galvanizing limitations.

F. Field Welding: Comply with AWS D1.1 and UI.Z for procedures of manual metal-arc welding, appearance and quality of welds, and correction methods for defective welds.

G. Where members other than expansion bolts or inserts are fastened into concrete, set such members in proprietary-type expanding grout manufactured specifically for such purpose. Use grouts strictly in accordance with manufacturer's directions. Form to receive members with galvanized metal sleeves, or other approved method to provide at least 1/2-in. clearance around entire perimeter. At exposed applications, hold expanding grout back 1/2-in. from finish surface and fill voids with Portland cement grout to match color and texture of surrounding concrete surface.

3.03 INSTALLATION

A. Miscellaneous Bearing and Leveling Plates: Clean concrete and masonry surfaces of bond reducing materials. Roughen surfaces if required to improve bond to surface. Clean bottom surface of leveling plates immediately prior to installation.
   1. Set loose leveling and bearing plates on wedges or other adjustable devices. Tighten anchor bolts after plates have been positioned plumb and level. Pack voids between plates and bearing surfaces solidly with specified grout.

B. Miscellaneous Items: Carefully review Drawings for miscellaneous metal items required by various trades but not specifically listed above, such as miscellaneous clip angles, miscellaneous steel bracketing, and other miscellaneous metal items as indicated on Drawings, reasonably implied therefrom, or reasonably necessary for thorough completion of work.

3.04 REPAIRING, CLEANING, AND PROTECTION

A. Touch-Up and Repair: For damaged and field-welded metal-coated surfaces, clean welds, bolted connections and abraded areas.
   1. At galvanized surfaces, apply organic zinc repair paint complying with requirements of ASTM A780. Galvanizing repair paint shall have 65 percent zinc by weight, ZIRP by Duncan Galvanizing, Tnemec 90-97 Zinc-Rich Primer, or approved equal. Thickness of applied galvanizing repair paint shall be not less than coating thickness required by ASTM A123 or ASTM A153, as applicable. Touch-up of galvanized surfaces with aerosol spray, silver paint, bright paint, or aluminum paints shall not be acceptable.

B. Aluminum Work Protection: Aluminum surfaces which after erection would be in contact with concrete or brick masonry, or with mortar, shall be protected from contact therewith by a coat of Bitumastic Super Service Black manufactured by the Koppers Co., Inc., Pittsburgh, PA; Tarmastic 102 manufactured by Porter Coating Division, Louisville, KY; or an approved equal product. Areas where the paint has been damaged by abrasion or other cause shall be cleaned and repainted as directed so that the aluminum will have a complete protective paint film when brought into contact with the material against which it is being protected. Before application of coating, the surface shall be cleaned of all dirt, heavy deposits of grease or oil, and other foreign substances; and shall be immersed n or swabbed with an approved solvent. Next the surfaces shall be rinsed with clear water and thoroughly dried.

During construction, care shall be taken to prevent damage to the aluminum work from splashing or the accumulation of paint, concrete, mortar, or other similar materials.

C. Cleaning Aluminum Work: After aluminum has been erected, it shall be cleaned with mild soap and water, followed by a clear water rinse.

END OF SECTION

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SECTION 06100
ROUGH CARPENTRY

PART 1 GENERAL

1.01 GENERAL PROVISIONS

A. Attention is directed to the AGREEMENT and all Sections within DIVISION 1, which are hereby made a part of this Section of the Specifications.

B. Where the specifications/requirements of this section conflict with those on the Contract Drawings, the Contract Drawings shall govern.

1.02 DESCRIPTION OF WORK

A. Work Included: Provide all rough carpentry work, as indicated on the Drawings and as specified herein. Rough carpentry shall include but not be limited to:
   1. Rough hardware, inserts, and related metal components, for work of this Section, except those items specifically specified to be provided by other trades.
   2. Plywood backing panels for electrical and telephone work.
   3. Rough carpentry framing, sleepers, blockings, curbs, cants, edgings, grounds, nailers, furring, strapping, sheathing, etc., required for all trades. Pressure treated if within 8 inches of exterior finish grade.
   4. Wood preservative treatments and applications.
   5. Other usual items of normal rough carpentry work indicated on the Drawings or necessary for the proper completion of the Project, even though not specifically mentioned herein.

B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
   1. Section 05102, MISCELLANEOUS METALWORK.
   2. Section 06130, HEAVY TIMBER CONSTRUCTION

1.03 SUBMITTALS

A. Refer to Section 01330, SUBMITTALS for submittal provisions and procedures.

B. Product Data: Submit manufacturer’s printed product data, specifications, standard details, installation instructions, use limitations and recommendations for each product used. Provide certifications that materials and systems comply with specified requirements.

1.04 QUALITY ASSURANCE

A. All material supplied shall be of the best grade material and construction.

B. Lumber and plywood shall bear the grade-trademark of the association under the rules or standards of which they were produced. Grade-trademarks shall conform to the rule or standard under which the material is produced, including requirements for qualifications and authority of the inspection organization, usage of authorized identification, and information included in the identification.

1. Grades specified are the minimum acceptable. Lumber grades shall be determined in accordance with ASTM D 245.
2. Lumber shall bear the grade mark of an American Lumber Standards Committee, Board of Review-approved agency. Lumber shall conform to USDC PS 20.
3. Lumber shall bear a mark of mill identification.
4. Plywood shall comply with APA grading requirements. USDC PS I, and ANSI A199.1.

1.05 COORDINATION

A. Work under this section shall be properly coordinated with the work of other sections to assure the steady progress of all the work of the Contract.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products in accordance with Section 01600, PRODUCT REQUIREMENTS.

B. Deliver items in manufacturer's original unopened protective packaging.

C. Rough carpentry materials shall be stored on elevated piles to allow for air circulation below and tipped in one direction to effectively drain moisture. Lumber shall be wrapped completely, including bottoms, in waterproof tarps. Tarps shall be tied down to protect against wind blow-off. Should delays in Project be anticipated, lumber shall be stored in covered storage trailers.

D. Do not leave any newly installed wood blocking exposed. Cover and protect all new wood daily with the new roof systems or other suitable covering approved by the Designer.

PART 2 PRODUCTS

2.01 MATERIALS

A. Lumber shall be of sound stock, new, straight, of consistent size, free of stains and mildew, and kiln dried to a moisture content of not more than 19%, by weight. Where exposed or semi-exposed, wood members shall be selected for best possible appearance from the grade of stock specified.

1. Lumber shall be surfaced four sides (S4S) and shall bear the grade and trademark of the association under whose rules it is produced, and a mark of mill identification.
2. Lumber shall be furnished in longest practical lengths with respect to each intended use, and single length pieces shall be used wherever possible.

B. SEE THE APPENDIX AND CONTRACT DRAWINGS FOR ADDITIONAL SPECIFICATIONS.

PART 3 EXECUTION

3.01 ROUGH CARPENTRY WORK, GENERAL

A. No attempt is made in this Specification to list the various elements of rough carpentry work, as the major part of the work to be done is clearly shown on or reasonably inferred from the Drawings. The rough carpentry work required shall include all such work, regardless of whether or not each and every item is specifically called for. Refer to Drawings to determine the major extent of the rough carpentry work required.

B. The Contractor shall be responsible for structural integrity, connections, and anchorage of rough carpentry work. All nailing shall be in accordance with the Building Code.

C. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned, or too small to fabricate with minimum number of joint or optimum jointing arrangements, or which are of defective quality with respect to surfaces or sizes.

D. Butt joints in wood shall be flush to provide a smooth, uniform line with no irregularities. Built-up blocking shall have butt joints staggered 4-in. minimum layer to layer.

E. Construct all rough carpentry work plumb, level, and true with tight, close fitting joints, securely attached and braced to surrounding construction, all in a first class workmanlike manner. Counterbore for bolt heads, nuts, and washers where required to avoid interference with other materials.

F. All connections, nailing, and fastening of rough carpentry work shall conform to requirements of the governing laws and codes.

END OF SECTION

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SECTION 06130
HEAVY TIMBER CONSTRUCTION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes heavy structural timber for piles, posts, beams and joists; and connection hardware.

B. Related Sections:
   1. Section 05102, MISCELLANEOUS METALWORK.
   2. Section 06100 - ROUGH CARPENTRY.

1.2 REFERENCES

A. American Institute of Timber Construction:
   1. AITC 108 - Standard For Heavy Timber Construction.

B. ASTM International:
   1. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
   2. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

C. American Wood-Preservers' Association:
   1. AWPA M4 - Standard for the Care of Preservative-Treated Wood Products.
   2. AWPA U1 - Use Category System: User Specification for Treated Wood.

D. Forest Stewardship Council:
   1. FSC Guidelines - Forest Stewardship Council Guidelines.

E. Southern Pine Inspection Bureau:
   1. SPIB - Standard Grading Rules for Southern Pine Lumber.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit technical data on wood preservative materials.

C. Shop Drawings: Indicate dimensions, wood species and grades, component profiles, drilled holes, fasteners, connectors, erection details. Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.

1.4 QUALITY ASSURANCE

A. Lumber Grading Agency: Certified by DOC PS 20.

B. Perform Work in accordance with the Building Code.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacture of heavy timber framing certified by AITC.

PART 2 PRODUCTS

2.1 HEAVY TIMBER FRAMING

A. Manufacturers:
   1. Georgia-Pacific Building Products.
   2. Louisiana-Pacific Corporation.
   3. Substitutions: Section 01600 - Product Requirements.

2.2 PILES

A. Piles shall be Greenhearts (Chlorocardium rodiei).

2.3 SEE THE APPENDIX AND CONTRACT DRAWINGS FOR ADDITIONAL SPECIFICATIONS

PART 3 EXECUTION

3.1 ERECTION

A. Set structural timber framing level and plumb, in correct position.

B. Install structural timbers with minimum 1/2 inch clearance around timbers set into concrete or masonry for air circulation.

C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in indicated alignment until completion of erection and installation of permanent bracing.

D. Do not field cut or alter structural members without approval of Architect/Engineer.

END OF SECTION

APPENDIX

General Notes

Permits

GENERAL NOTES

1. The Contractor shall obtain all necessary permits for the work. The Contractor is responsible for conforming to all permits as an integral part of his work. Fees for Town permits are waived.

2. The Contractor shall notify Dig-Safe prior to the start of construction and shall comply with all regulations.

3. The Contractor shall verify the location of underground utilities with utility owners and shall comply with their requirements for protection of utilities.

4. The Contractor shall immediately repair any damage to existing utilities resulting from his work at no expense to the Owner.

5. The Contractor shall immediately repair any damage to adjacent structures resulting from his work at no expense to the Owner.

6. Care shall be taken to prevent damage to vegetation intended to remain.

7. The Contractor shall not restrict traffic circulation in the project area, including nearby roads.

8. All landscaping, driveway, sidewalk or roadway surfaces, paved or gravel, removed or damaged by work under this contract shall be restored to a condition at least equal to that existing prior to the start of work.

9. All backfill shall be mechanically tamped; no jetting shall be allowed.

10. The Contractor shall handle groundwater, where encountered, in an approved manner.

11. The Contractor shall provide telephone numbers of responsible personnel of his organization whose duty it shall be to take immediate action to correct unsafe or hazardous conditions. Such persons shall be available 24 hours per day to correct such conditions.

12. The Contractor is responsible for the method of removing asphalt, concrete, debris, unsuitable material, etc. from the work site.

13. Spills by the Contractor of any hazardous material must be reported and remedied immediately by the Contractor, to the satisfaction of the Engineer, at no cost to the Owner.

14. Construction equipment left at the work site during off hours shall be stored safely outside of resource areas.

15. Police details are not anticipated to be required. Should police details be required, the Owner will pay for details directly.

The Commonwealth of Massachusetts

PL 25 - 371

2025 00056361
Bk: 60287 Pg: 92 Page: 1 of 4
Recorded: 08/29/2025 09:10 AM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

No. WW01-0000657

Whereas, Town of Marshfield

of -- Marshfield -- in the County of -- Plymouth -- and Commonwealth aforesaid, has applied to the Department of Environmental Protection for license to -- maintain an existing revetment, construct and maintain four floats, a ramp, and two pile supported decks --

and has submitted plans of the same; and whereas due notice of said application, ~~and of the time and place fixed for a hearing thereon~~, has been given, as required by law, to the -- Select Board -- of the -- Town of Marshfield. --

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses the said

-- Town of Marshfield --, subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to -- maintain an existing revetment, construct and maintain four floats, a ramp, and two pile supported decks --

in and over the waters of the -- North River -- at -- 0 Damon's Point Road -- in the -- Town of Marshfield -- and in accordance with the locations shown and details indicated on the accompanying DEP License Plan No. WW01-0000657 (4 sheets).

Y

PLB Engineering LLC
49 Tupelo Rd
Marshfield Ma 02050.

The structures hereby authorized shall be limited to the following use(s): to provide shoreline stabilization and docking, boating, and waterfront access to navigable waters for public use.

This license is issued for an unlimited term in accordance with 310 CMR 9 .15(1)(c).

Existing structures and/or uses previously authorized under DEP License No. 9713, issued to the Town of Marshfield DPW on July 3, 2003, shall be maintained in accordance with the terms and conditions of said license and plans, or as modified herein.

Special Waterways Conditions:

1. In accordance with any license condition, easement, or other public right of lateral passage that exists in the area of the subject property lying between the high and low water marks, the Licensee shall allow the public in the exercise of such rights to pass freely over all structures within such intertidal area. Nothing in this condition shall be construed as preventing the Licensee from excluding the public from portions of said structure(s) or property not intended for lateral passage.

2. The use of unencapsulated polystyrene as part of any permanent or temporary component of the structures and/or fill authorized herein is prohibited.

3. The float(s) shall be constructed with an appropriate number of piles/pipes with float-stops in order to maintain at least thirty (30) inches of clearance off the bottom at all tides. The Department may approve alternative float-stop structural designs, provided that written approval from the Department is granted prior to the deployment of the float(s).

4. No dredging (including, but not limited to the effects of prop wash) is permitted herein.

5. All work authorized herein shall be completed within five (5) years of the date of license issuance. Said construction period may be extended by the Department for one or more one-year periods without public notice, provided that the Applicant submits to the Department, thirty (30) days prior to the expiration of said construction period, a written request to extend the period and provides an adequate justification for said extension.

6. Within sixty (60) days of completion of the licensed project, the Licensee shall request, in writing, that the Department issue a Certificate of Compliance in accordance with 310 CMR 9.19. The request shall be accompanied by a certification by a registered professional engineer licensed in the Commonwealth that the project was completed in accordance with the License.

Duplicate of said plan, number WW01-0000657 is on file in the office of said Department, and original of said plan accompanies this License, and is to be referred to as a part hereof.

STANDARD WATERWAYS LICENSE CONDITIONS

1. Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform with all terms and conditions stated herein.

2. This License is granted upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity or use authorized pursuant to this License.

3. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new Waterways License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this Waterways License void.

4. This Waterways License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This license may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.

5. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein and the details indicated on the accompanying license plans.

6. Nothing in this Waterways License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner or owners thereof.

7. This Waterways License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to the Wetlands Protection Act, G.L. Chapter 131, s.40.

8. This Waterways License is granted upon the express condition that the use of the structures and/or fill authorized hereby shall be in strict conformance with all applicable requirements and authorizations of the MassDEP.

9. This License authorizes structure(s) and/or fill on:

___ Private Tidelands. In accordance with the public easement that exists by law on private tidelands, the licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, and the natural derivatives thereof.

_X_ Commonwealth Tidelands. The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. Said lands are held in trust by the Commonwealth for the benefit of the public.

___ a Great Pond of the Commonwealth. The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high-water mark for any lawful purpose.

___ Navigable River and Streams. The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, in the waterway.

No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this license.

10. Unless otherwise expressly provided by this license, the licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon.

The amount of tide-water displaced by the work hereby authorized has been ascertained by said Department, and compensation thereof has been made by the said -- Town of Marshfield -- by paying into the Treasury of the Commonwealth -- zero dollars and zero cents ($ 0.00) -- for each cubic yard so displaced, being the amount hereby assessed by said Department. (0 cy = $ 0.00)

Nothing in this License shall be so construed as to impair the legal rights of any person.

This License shall be void unless the same and the accompanying plan are recorded within 60 days from the date hereof, in the Registry of Deeds for the County of Plymouth.

IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their hands this 6th day of August in the year two thousand twenty-five.

for Program Chief _____

Department of Environmental Protection

Commissioner _____

THE COMMONWEALTH OF MASSACHUSETTS

This license is approved in consideration of the payment into the treasury of the Commonwealth by-the said -- Town of Marshfield --

of the further sum of -- zero dollars and zero cents ($0.00) --

the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.

BOSTON,

Approved by the Governor.

_____

Governor

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

October 9, 2025

Regulatory Division
File Number: NAE-2015-00553

Michael DiMeo
Town of Marshfield Harbormaster
1639 Ocean Street
Marshfield, Massachusetts 02050
Sent by email: mdimeo@marshfieldpolice.org

Dear Michael DiMeo:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to maintain an existing 600 square foot (200 linear feet) riprap slope by replacing about 35 cubic yards of material to stabilize the stone revetment. The applicant also proposes to remove and replace the existing float system. The existing eight-foot by 60-foot float held by five 12-inch diameter piles will be removed. A ten-foot by 62-foot float system including a two-foot by ten-foot rack will be placed at a slightly different location and supported by five 12-inch diameter timber piles. Two decks totaling about 476 square feet will be installed along the revetment and supported by nine 12-inch diameter timber piles. The float-support piles will be driven from an approximately 1,000 square foot barge while the remaining nine piles will be installed from land. All piles will be driven using a vibratory hammer and a slow start will be utilized. Work is proposed in the fall of 2026. This project is located in the North River at the end of Damon's Point Road in Marshfield, MA 02050. The work is shown on the enclosed plans titled "PLAN ACCOMPANYING PETITION OF THE TOWN OF MARSHFIELD TO MAINTAIN THE EXISTING REVETMENT, REMOVE THE EXISTING FLOAT SYSTEM, CONSTRUCT AND MAINTAIN PILE FLOATS, AND TO CONSTRUCT AND MAINTAIN TWO PILE SUPPORTED DECKS," on four sheets, and dated "7/15/2025."

Based on the information that you have provided, we verify that the activity is authorized under General Permit # 2 and 4 of the June 2, 2023, federal permit known as the Massachusetts General Permits (GPs). The GPs are available at https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit.

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

1. All work shall be performed outside of the time of year (TOY) restrictions of April 1 to June 15 and July 15 to November 20 in order to minimize impacts to the federally listed Rufa red knot.

2. A “soft start” is required to allow animals an opportunity to leave the project vicinity before sound pressure levels increase. In addition to using a soft start at the beginning of the workday for pile driving, one must also be used at any time following cessation of pile driving for a period of 30 minutes or longer. Pile driving will commence with an initial set of three strikes by the hammer at 40% energy, followed by a one-minute wait period, then two subsequent three-strike sets at 40% energy, with one-minute waiting periods, before initiating continuous impact driving. This is required to protect listed endangered species pursuant to Section 7 of the Endangered Species Act.

3. You must complete and return the enclosed Certificate of Compliance within one month following the completion of the authorized work.

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

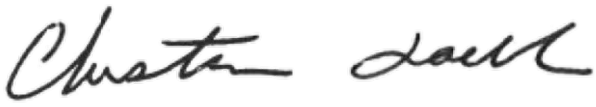
This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

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

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

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

Sincerely,



Christine Jacek
Chief, Massachusetts Branch
Regulatory Division

cc:
Patrick Brennan, PGB Engineering, LLC, PGBEngineeringLLC@gmail.com
EPA Region 1, R1_CWA404_REG@epa.gov
Alexa Cacacie, NMFS, Gloucester, MA; alexa.cacacie@noaa.gov
Maissoun Reda, Chief, DEP SERO, Wetlands and Waterways, Lakeville, MA; maissoun.reda@mass.gov
MassDEP-WRP, Boston, MA; dep.waterways@mass.gov
David Robinson, MA Board of Underwater Archaeological Resources (BUAR); david.s.robinson@mass.gov
Marshfield Conservation Commission, bgrafton@townofmarshfield.org, lkeenliside@townofmarshfield.org, lanoja@townofmarshfield.org

MARSHFIELD TOWN CLERK
RECEIVED
2024 SEP 24 PM 2:58
True Copy Attest
Town Clerk

DATE:	SEPTEMBER 10, 2024
DECISION:	GRANT OF SPECIAL PERMIT CASE #24-61
APPLICANT:	TOWN OF MARSHFIELD/HARBORMASTER
PROPERTY OWNER:	TOWN OF MARSHFIELD
PROPERTY ADDRESS:	DAMON'S POINT ROAD REVETMENT SITE
OWNER'S ADDRESS:	870 MORAINE STREET, MARSHFIELD, MA
APPLICANT'S ADDRESS:	SAME
MAILING ADDRESS:	PATRICK BRENNAN, P.E. 49 TUPELO ROAD MARSHFIELD, MA 02050
TITLE REFERENCE:	PLYMOUTH COUNTY REGISTRY OF DEEDS BOOK #01800, PAGE #361

The Marshfield Zoning Board of Appeals has considered the request of **Town of Marshfield/Harbormaster**, the Petitioner, who is seeking a Variance under §305-10.11 of the Marshfield Municipal Code for relief from §305-6.02, Site Plan approval under §305-12.02 and Special Permits under §305-10.12 and §305-13.01.3.A to remove the existing pile held float system and add an 8' x 14' deck and ramp for access to a pile held 10' x 60' relocated float system and a second 10' x 38' ramp and an 8' x 12' L-shaped deck located at the Damon's Point Revetment Site on the North River located at the end of **Damon's Point Road** which is further identified on the Assessors' Maps as being on parcel E19-03-09 and Maps E20 and F20 and is located in an R-1 zoning district. Locus is also identified on "Damon's Point Site Plan" dated March, 2024 with a latest revision date of July 18, 2024 and is signed and stamped by Patrick G. Brennan, Professional Engineer. A sketch of the area was also submitted that shows the stakes for the decks and the floats as well as two (2) photographs depicting the proposed work.

The Board certifies that it has complied with all statutory requirements and has filed copies of this decision and all plans referred to herein with the Town Clerk, Planning Board and the Building Department pursuant to Mass. Gen. L. c. 40A, Section 11. The Board has taken into consideration the testimony of the applicant and its representatives, communications from various town boards and with interested parties. A Hybrid Public Hearing was held on September 10, 2024 at 6:30 P.M. at Marshfield Town Hall and on Zoom.

The Board, consisting of Chair Brian Murphy, Heidi Conway, Larry Keane, Grover Hensley, Jr., Brian Sullivan, Jean Lee and Mack Brothers considered the request.

VARIANCE DECISION:

Upon a motion duly made and seconded, the Board unanimously voted 5-0 to **DENY** the Variance as **MOOT** with Murphy, Conway, Keane, Hensley and Sullivan voting in favor.

SITE PLAN DECISION:

Upon a motion duly made and seconded, the Board unanimously voted 5-0 to **GRANT** Site Plan approval in accordance with §305-12.02 of the Marshfield Municipal Code with Murphy, Conway, Keane, Hensley and Sullivan voting in favor.

SPECIAL PERMIT DECISIONS:

Upon a motion duly made and seconded, the Board unanimously voted 5-0 to **GRANT** the Special Permits in accordance with §305-10.12 and §305-13.02.C.1 of the Marshfield Municipal Code with Murphy, Conway, Keane, Hensley and Sullivan voting in favor.

CONDITIONS:

1. The Petitioner shall obtain a Building Permit before work commences;
2. A Certified Final "As-Built Plan" prepared by a Professional Land Surveyor shall be submitted to the Zoning Board of Appeals and the Building Department prior to occupancy;
3. The Petitioner shall comply with the Floodplain Bylaw;
4. The Petitioner shall comply with all local, state and federal laws and regulations;
5. For this Special Permit and Site Plan to become effective, a copy of this decision bearing the certification of the Town Clerk that 20 days have elapsed after the decision was filed in that office, that no appeal has been filed, or if an appeal has been filed, that it was dismissed or denied, shall be recorded in the Plymouth County Registry of Deeds.

REASON FOR DECISION:

Testimony indicated that the proposed work is a permitted activity in the Coastal Wetlands District and the relocation and slight enlargement of the existing pile-held float system is

intended to comply with the Massachusetts Department of Environmental Protection's request to bring the floats into compliance with present day requirements which requires moving the floats to deeper water. There will no change to the present use of the structure and there will be no additional uses intended for this site. The proposed work will include the removal of the existing pile-held float system along the northwesterly side of the revetment and a new pile held float system replacement at a slightly different location. The new location will require the construction of a pile supported deck for access at the same location as the existing access point. Additional work will include the construction of a second pile-supported which will provide handicap access and will improve the existing staging area for emergency personnel responding to water and other related emergencies. Also include will be maintenance of the public access riprap steps to the tidal flats located on the northeasterly side of the revetment.

The proposed work will not create any undue traffic congestion around the site or obstruct boating in the North River. There will not be any changes to the concrete ramp and there will not be any additional parking. The Petitioner has received approval from the Conservation Commission (SE42-3097) and will pursue the required approvals from Chapter 91 Waterways and the Army Corps of Engineers.

Before granting a Special Permit for extension or alteration of such nonconforming use or structure, the Board, with due regard to the nature and condition of all adjacent structures and uses and the district within which the same is located, has found that requirements of §305-10.12 (1-10) have been fulfilled.

1) The use requested for extension or alteration is listed in the Table of Use Regulations as permitted, or permitted by special permit, in at least one district within the Town.
2) The requested extension or alteration of the use or structure is essential or desirable to the public convenience or welfare.
3) The requested extension or alteration of the use or structure will not further create undue traffic congestion or unduly impair pedestrian safety.
4) The requested extension or alteration of the use or structure will not further overload any public water, drainage, or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the Town will be unduly subjected to hazards affecting health, safety, or the general welfare.
5) Any special regulations for the use or structure as set forth in Article XII are fulfilled.
6) The requested extension or alteration of the use or structure will not impair the integrity or character of the district or adjoining zones, nor be detrimental to the health, morals, or welfare.
7) The requested extension or alteration of the use or structure will not bring the use or structure into violation of, or further violation of, the regulations set forth in Article VI, Table of Dimensional and Density Regulations, unless a variance is also granted subject to the provisions of §305-10.11 of this bylaw.
8) The extended or altered use or structure will not be substantially different in character.
9) The extended or altered use or structure will not be more detrimental or objectionable to the neighborhood.

10) The extended or altered use or structure does not cause violation or further violation of Article VII of this bylaw.

The Board also determined that the Petitioner has met the requirements of 305-13.02.C.1 and §305-12.02 of the Marshfield Municipal Code.

APPEAL:

Any judicial appeal from this decision shall be made pursuant to MGL 40A, Section 17, and must be filed with the office of the Town Clerk within 20 days from the filing of this decision.

MARSHFIELD ZONING BOARD OF APPEALS,

BRIAN MURPHY, CHAIR

cc: Town Clerk, Planning Board, Fire Department, Building Department, Board of Assessors, Board of Selectmen, Town Engineer, Conservation Commission, Historical Commission, Board of Health, Police Department, Applicant & Abutters, Town Counsel