



Town of Brewster

2198 Main St., Brewster, MA 02631
bppc@brewster-ma.gov
(508) 896-3701

Amended Bay Property Planning Committee Meeting Agenda 2198 Main Street, Brewster, MA 02631 July 11, 2023 at 4:30 PM

Members:

Amanda Bebrin,
Chair
(Vision Planning
Committee)

Katie Miller Jacobus,
Vice Chair
(At Large)

Karl Fryzel,
Clerk
(At Large)

Mary Chaffee,
Select Board

David Whitney,
Select Board

Patricia Hughes,
Natural Resources
Commission

Peter Johnson,
At Large

Caroline McCarley,
At Large

Clare O'Connor-
Rice, At Large

John Phillips,
At Large

Tom Wingard,
Recreation
Commission

Town Staff:

Peter Lombardi,
Town Manager

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. **As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law.** Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly.

Members of the public who wish to access the meeting may do so in the following manner:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84863561303?pwd=bjhQazV3Y0NaN0dESk1LUmxmbGJCdz09>

Passcode: 467353

US: +1 312 626 6799 or +1 929 436 2866 Webinar ID: 898 0232 5739 Passcode: 467353

When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by accessing the meeting remotely, as noted above. Additionally, the meeting will be broadcast live, in real time, via **Live broadcast** (Brewster Government TV Channel 18), **Livestream** (livestream.brewster-ma.gov), or **Video recording** (tv.brewster-ma.gov).

Please note that the Committee may take official action, including votes, on any item on this agenda.

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. **Recording Statement:** As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the Chair.
5. **Public Announcements and Comment:** Members of the public may address the Committee on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The Committee will not reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
6. Committee Reorganization
7. Review and Discuss Draft Presentation Materials and Planned Format for Second Community Forum
8. Update on Brewster Community Pool
9. Review Upcoming Approved Interim Uses and Vote on Proposed New Interim Uses
10. *Feedback Request for Select Board Annual Retreat on Former Sea Camps Building Block*
11. Vote on Meeting Minutes: June 20, 2023
12. Discuss Future Meeting Agenda Items
13. Next Meeting: July 25, 2023
14. Matters Not Reasonably Anticipated by the Chair
15. FYIs
16. Adjournment

Date Posted:
06/29/2023

Date Revised:
07/07/23

Received by Town Clerk:

KEY INTERESTS

The following takeaways are a distilled list that reflect the predominant interests expressed by the community at Community Forum #1 and through the follow up survey.

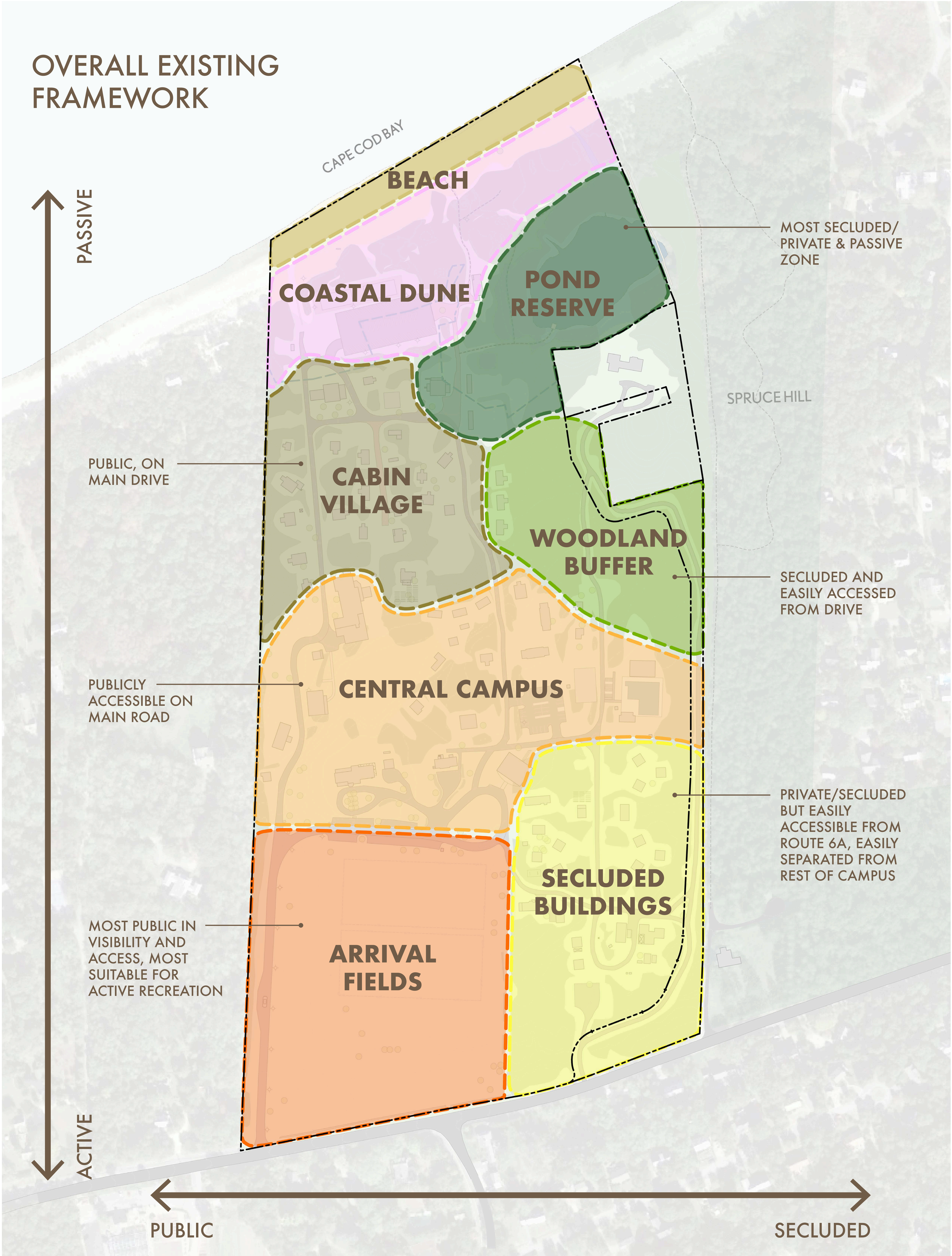
Key Interests - Bay Property

- Expand opportunities for community use, including a potential community center (education, wellness, meetings, arts and cultural programs)
- Provide accessible passive recreation opportunities for all ages and abilities (ADA compliant walking trails, picnic areas, outdoor gathering areas)
- Re-use existing buildings and amenities where feasible
- Manage cost (revenue generation and phasing)
- Build appropriate partnerships for activation and stewardship
- Protect coastal resources and build sustainably (protect buffer zones and ecological resources, limit impermeable paving, restore native ecosystems)
- Provide housing options, prioritizing J1 / seasonal workforce
- Create experiences for younger generations (day camp, education, playground) and older generations (continuing education, programming, accessible resources)

Key Interests - Pond Property

- Provide community beach access (swimming, kayaking and SUP)
- Increase accessibility to the property and its resources (update roads, add ADA compliant walking trails, connection to Long Pond Woodlands, small parking areas)
- Establish conservation areas to protect key habitat and water resources
- Re-use existing buildings where feasible (potential for nature center, children's day camp, storage)
- Limit new building but consider appropriately scaled housing (affordable, workforce) and nature center
- Build partnerships with BCT and Mass Audubon for activation and stewardship

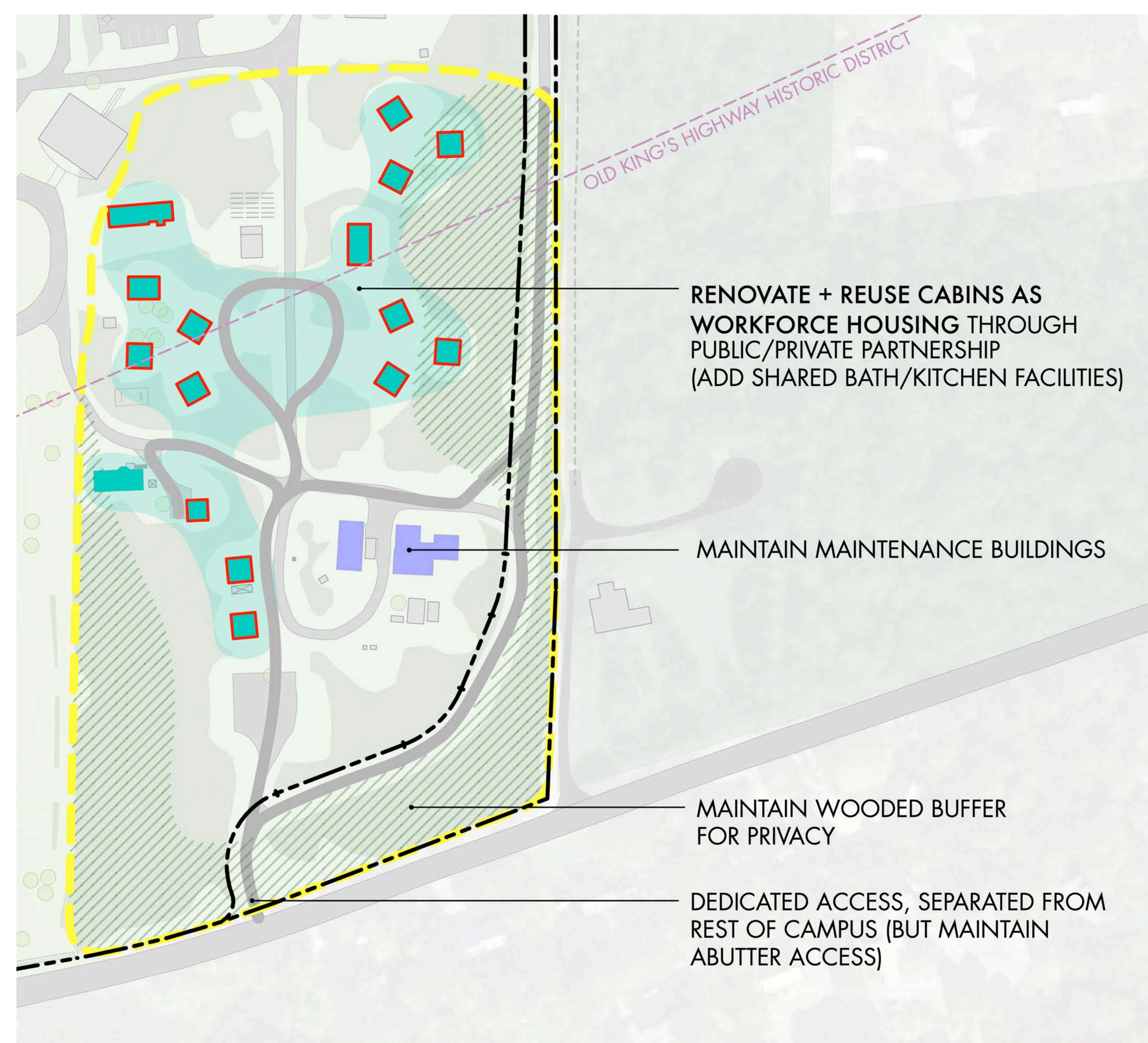
OVERALL EXISTING FRAMEWORK



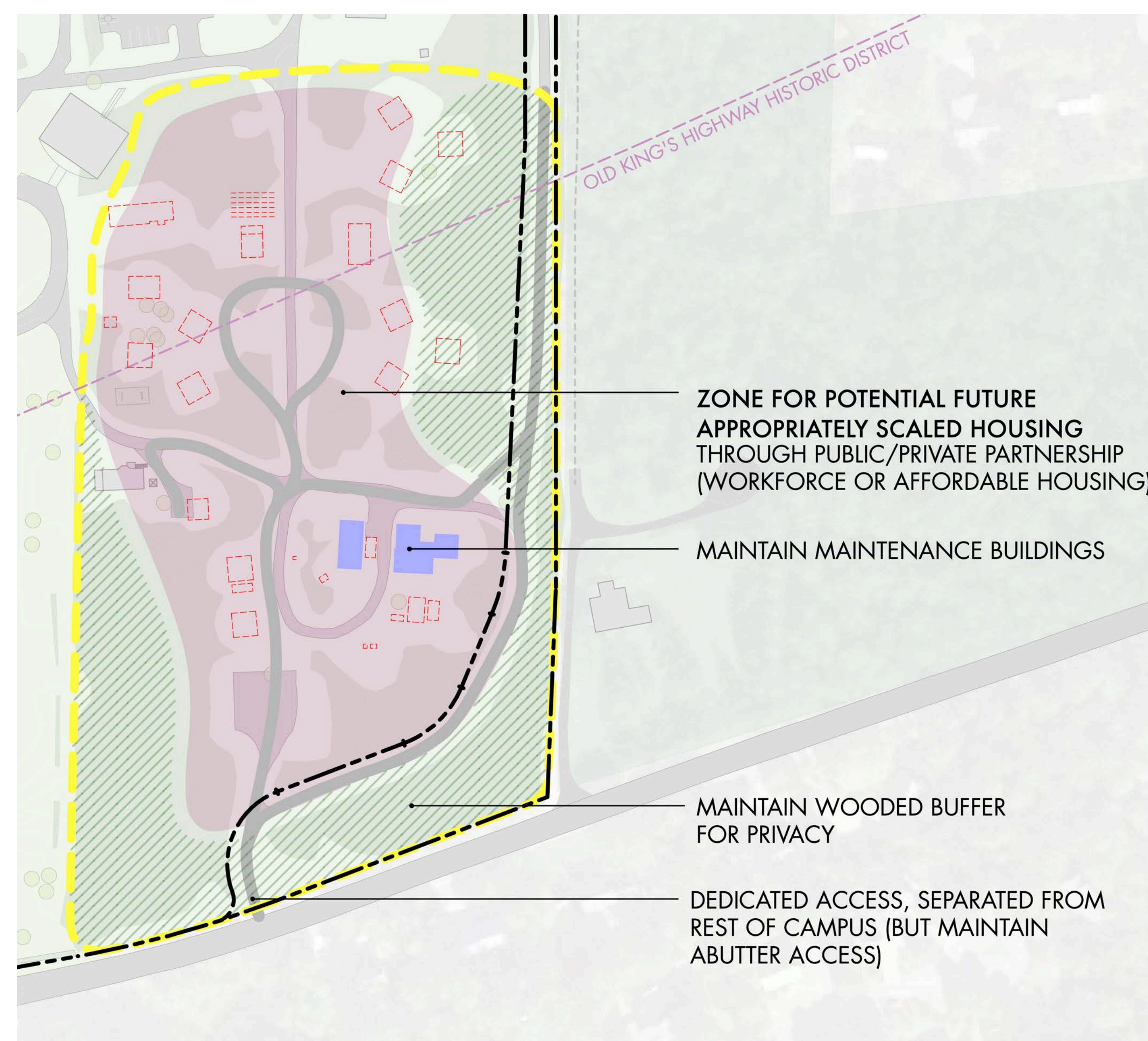
Secluded Building Zone

Bay Property

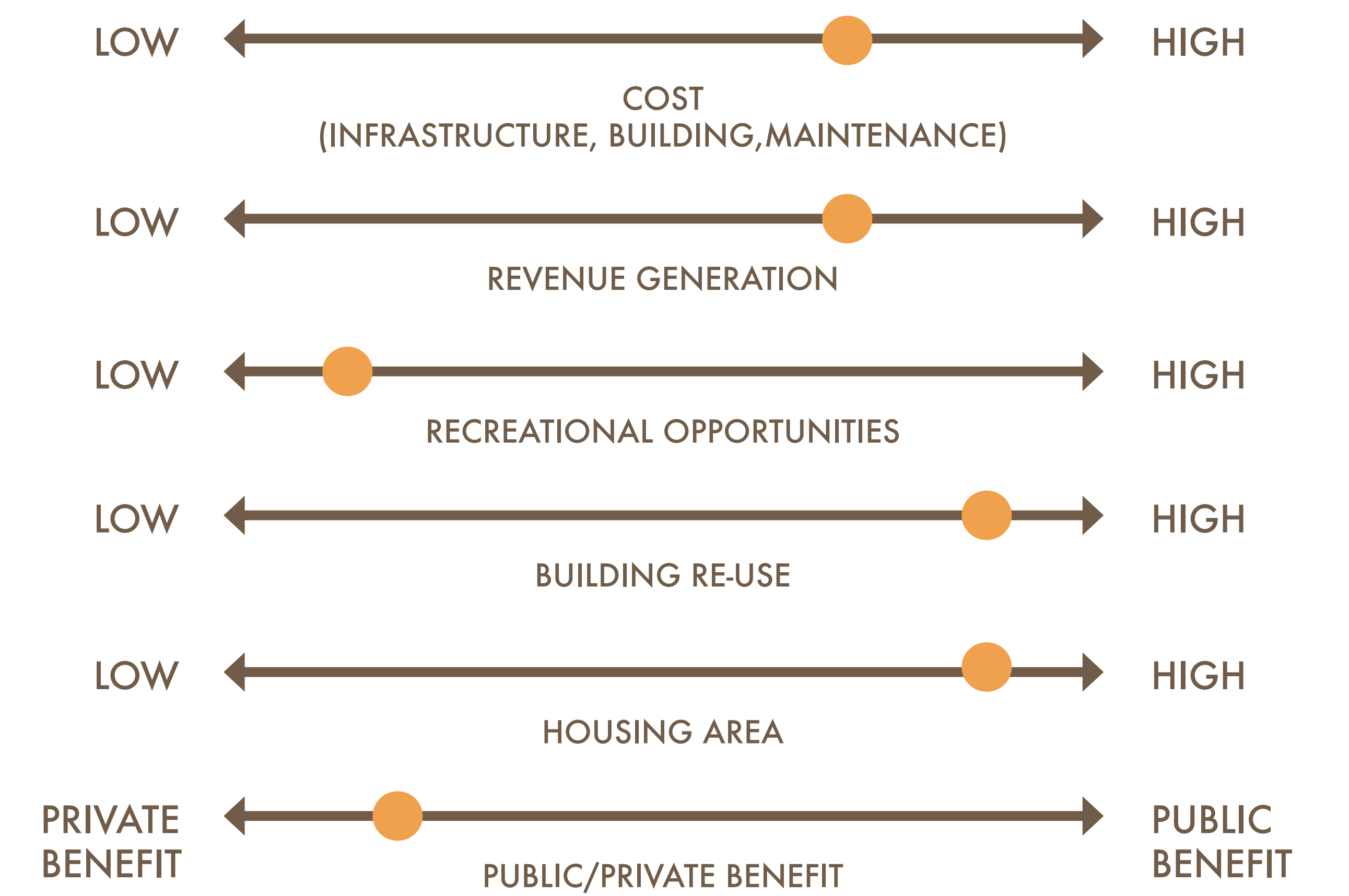
Option 1: Re-use Buildings for Seasonal Workforce Housing



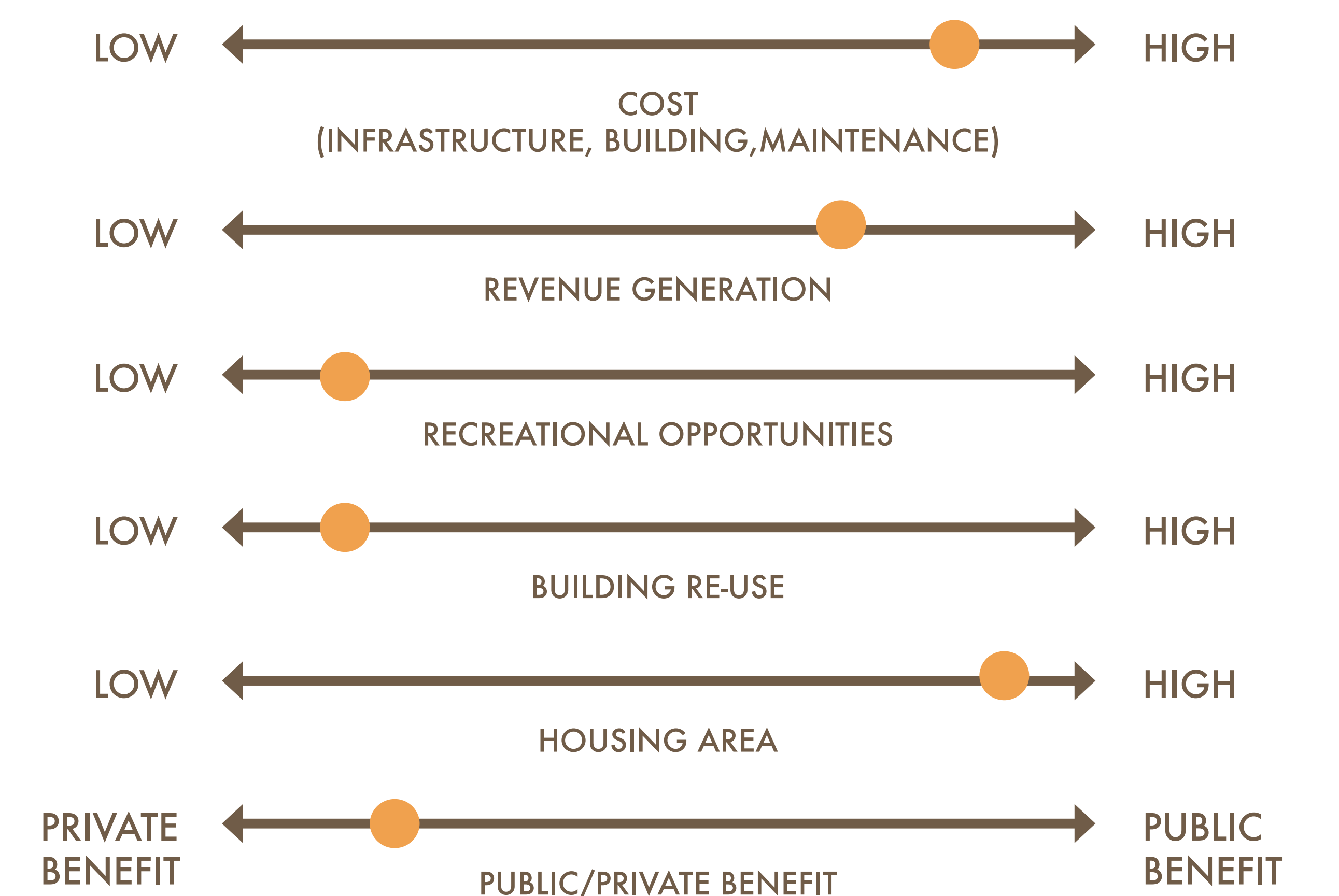
Option 2: New Housing (Affordable or Workforce)



Option 1: Re-use Buildings for Seasonal Workforce Housing



Option 2: New Housing (Affordable or Workforce)

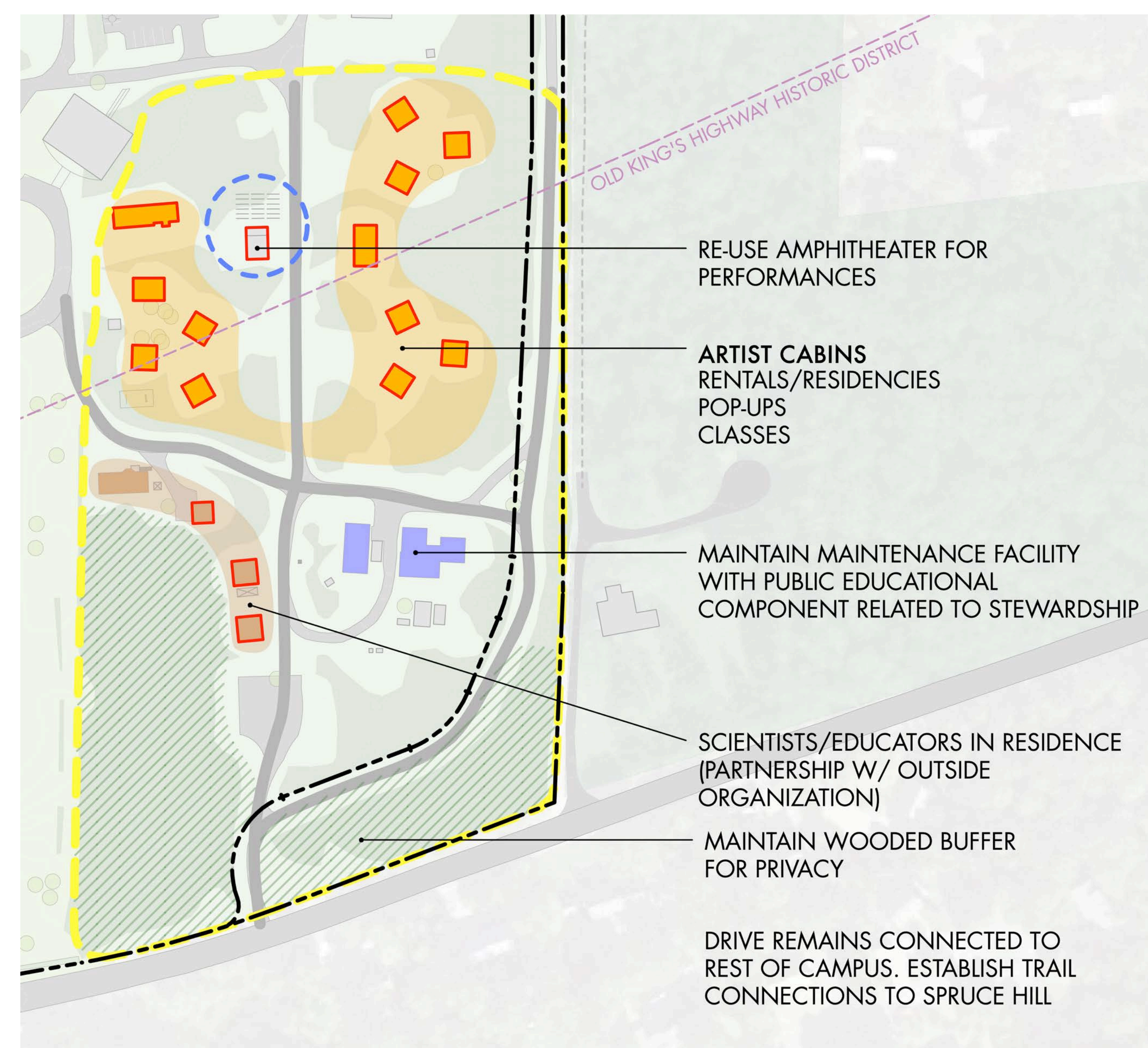
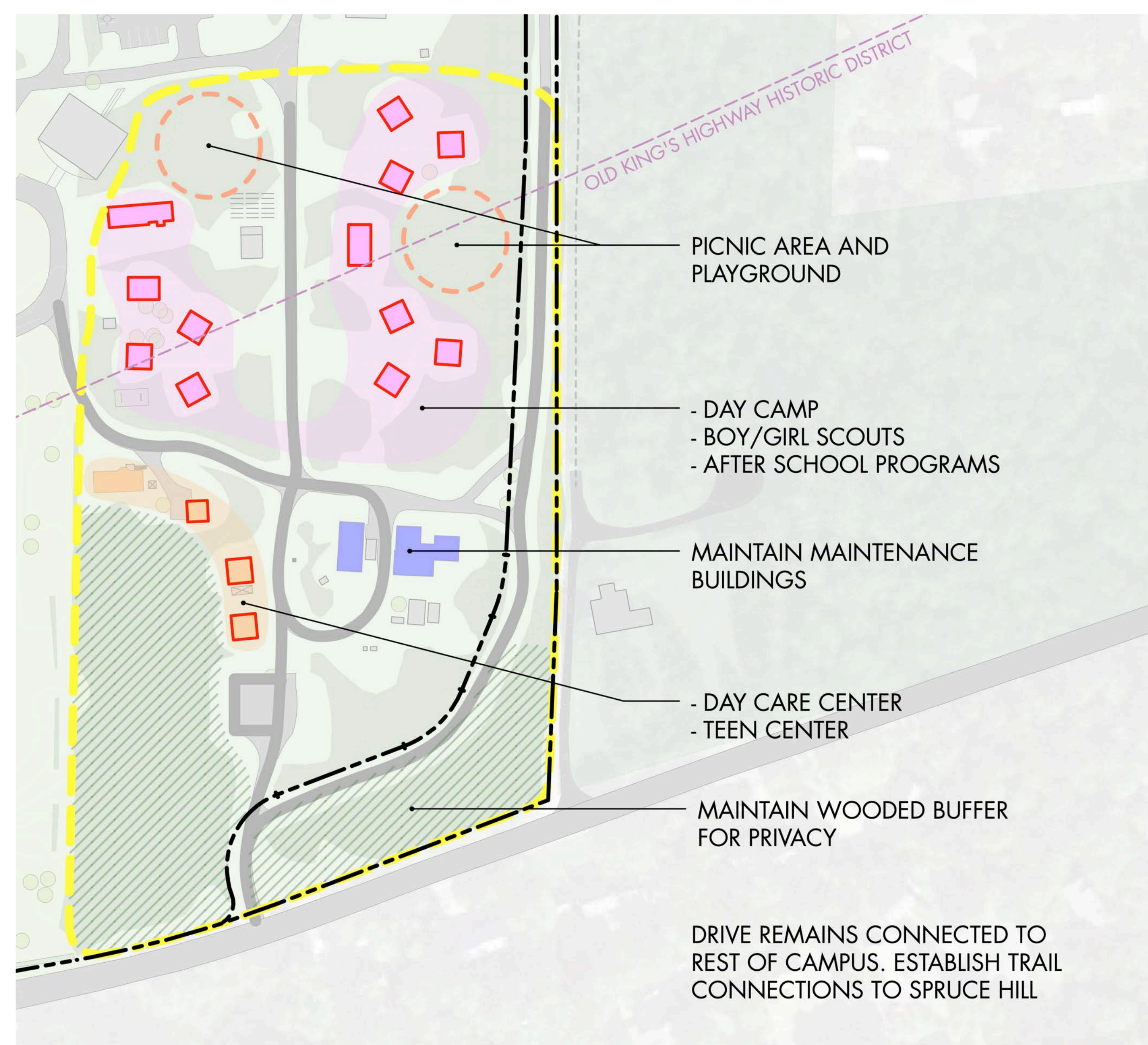


Secluded Building Zone

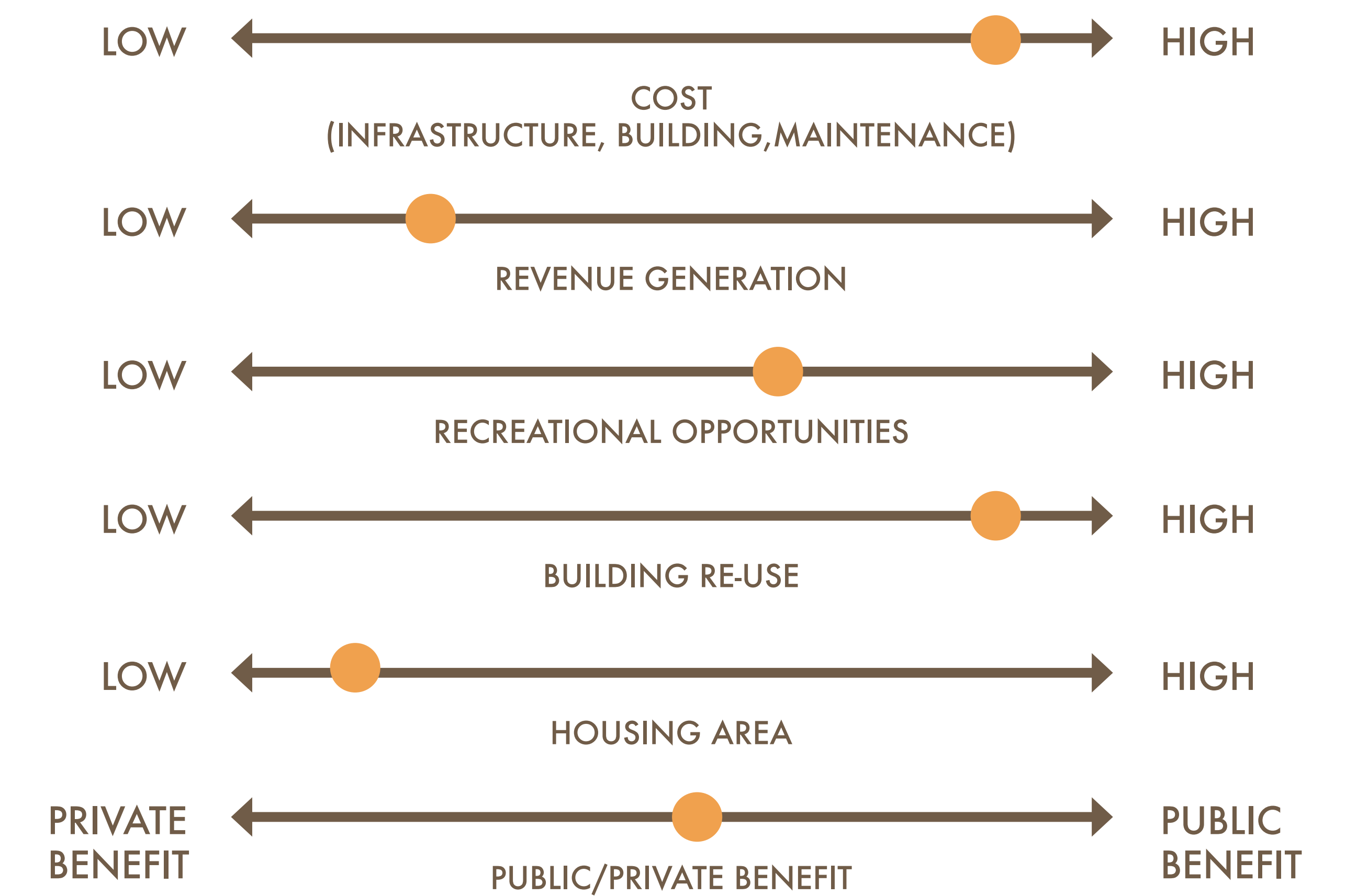
Bay Property

Option 3: Family Zone

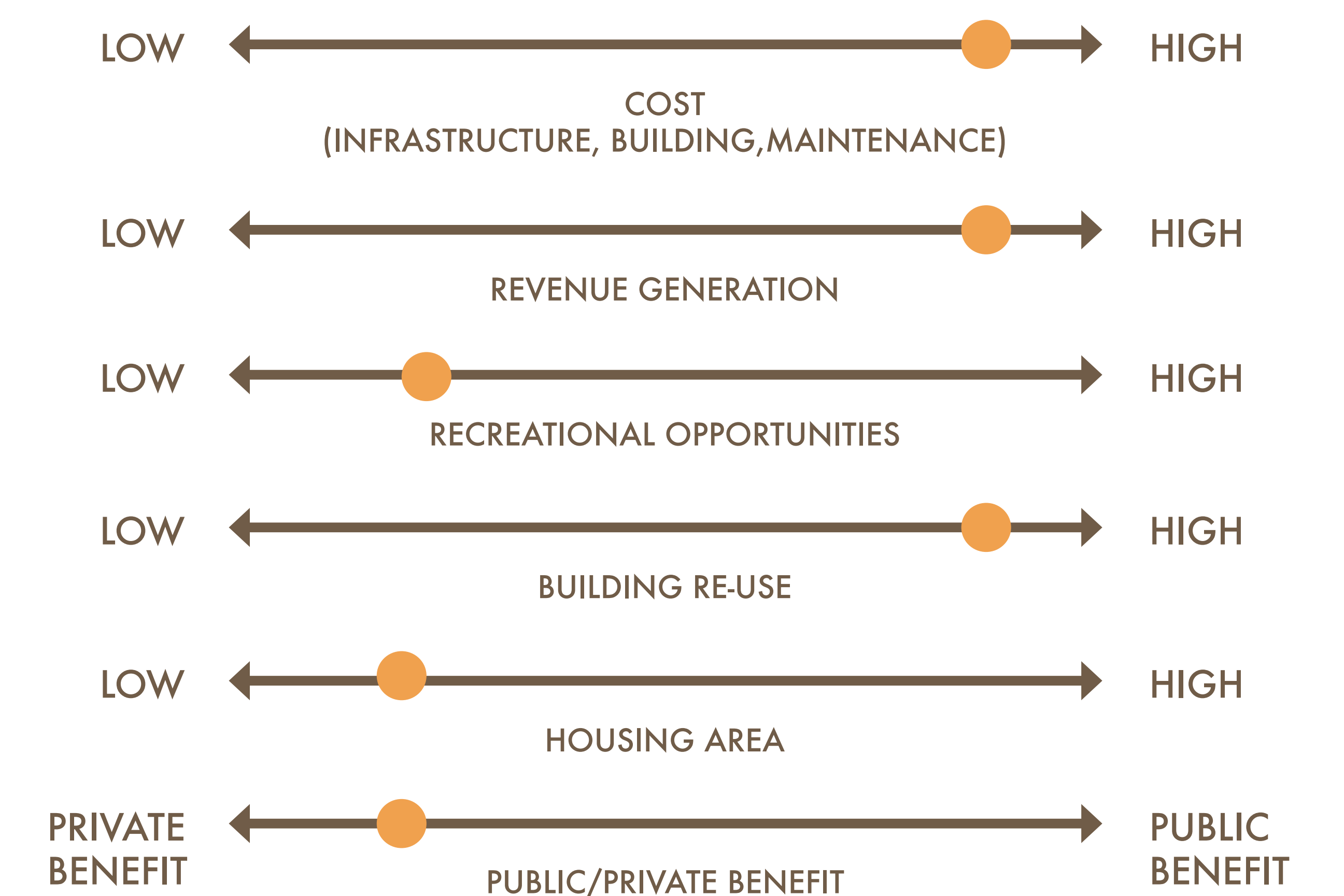
Option 4: Arts/Science/Nature



Option 3: Family Zone



Option 4: Arts/Science/Nature



Day Care Center

Cape Cod Children's Place
Eastham, MA



Picnic Pavilion

Camp Canaan
New Canaan, CT



Outdoor Theater

Wolf Trap National Park for the
Performing Arts
Vienna, VA



Artist Residency

Providence Dune Shacks
Providence, RI



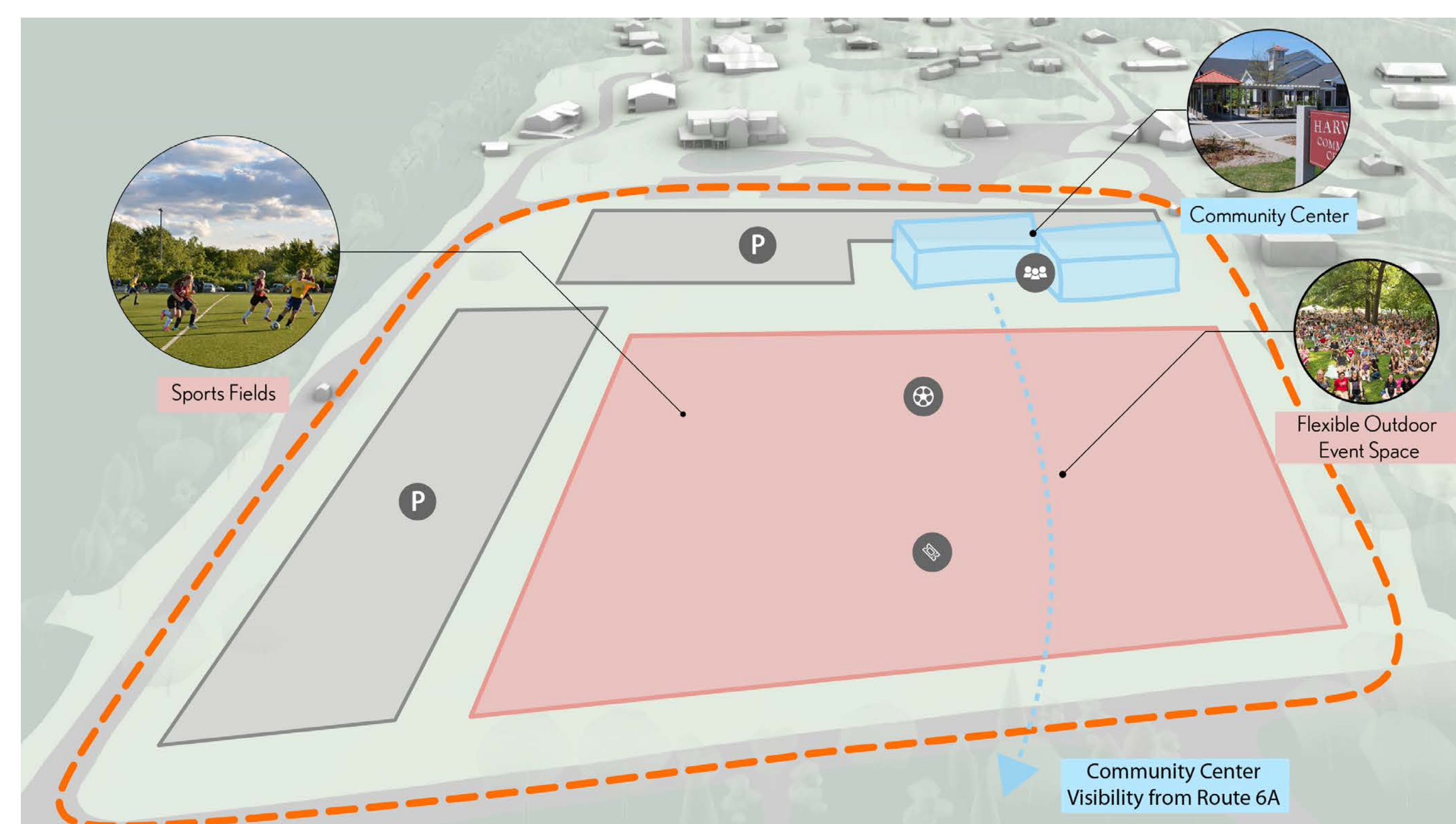
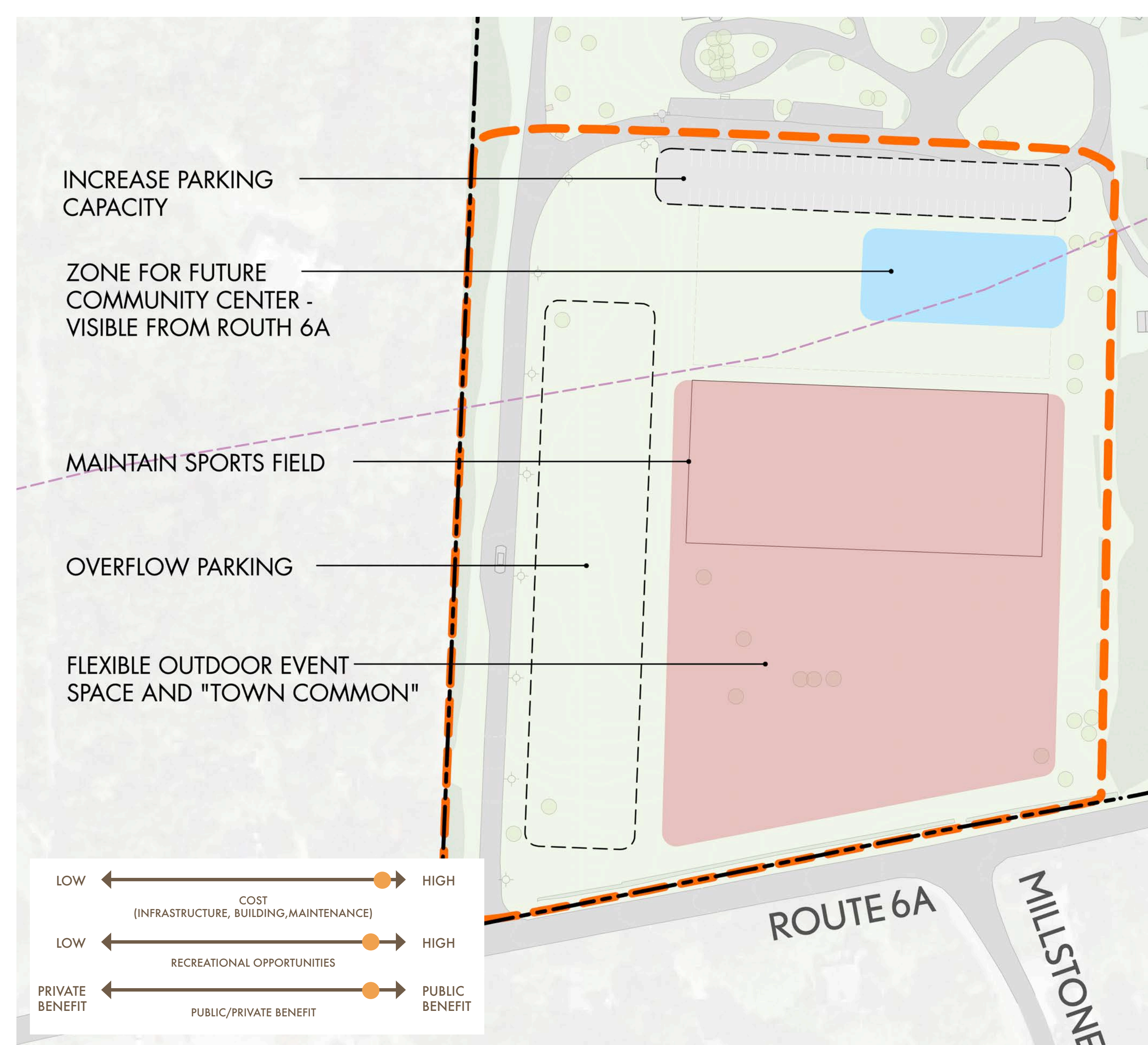
Artist Residency

Haystack Mountain School of
Crafts
Deer Isle, MA

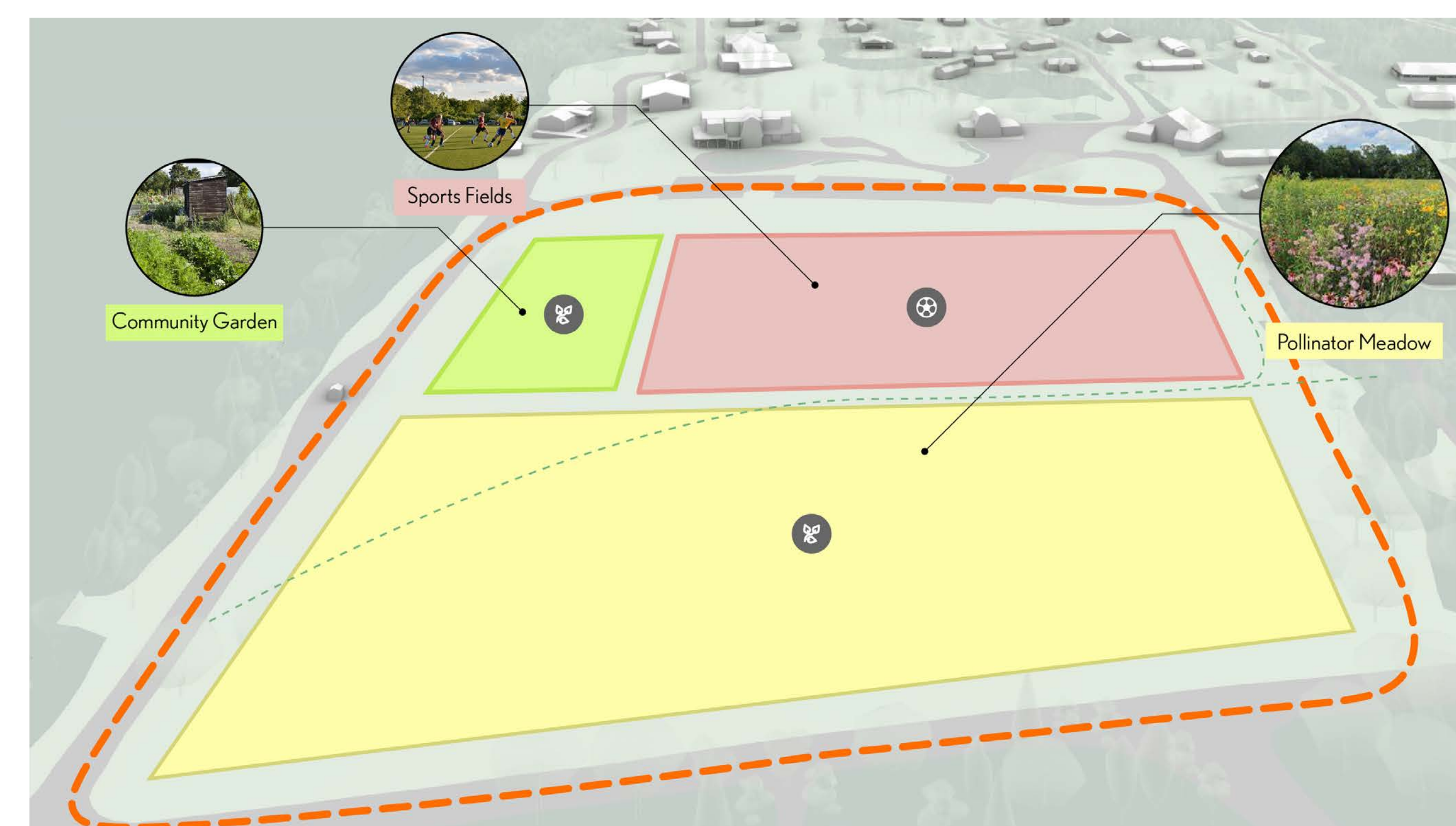
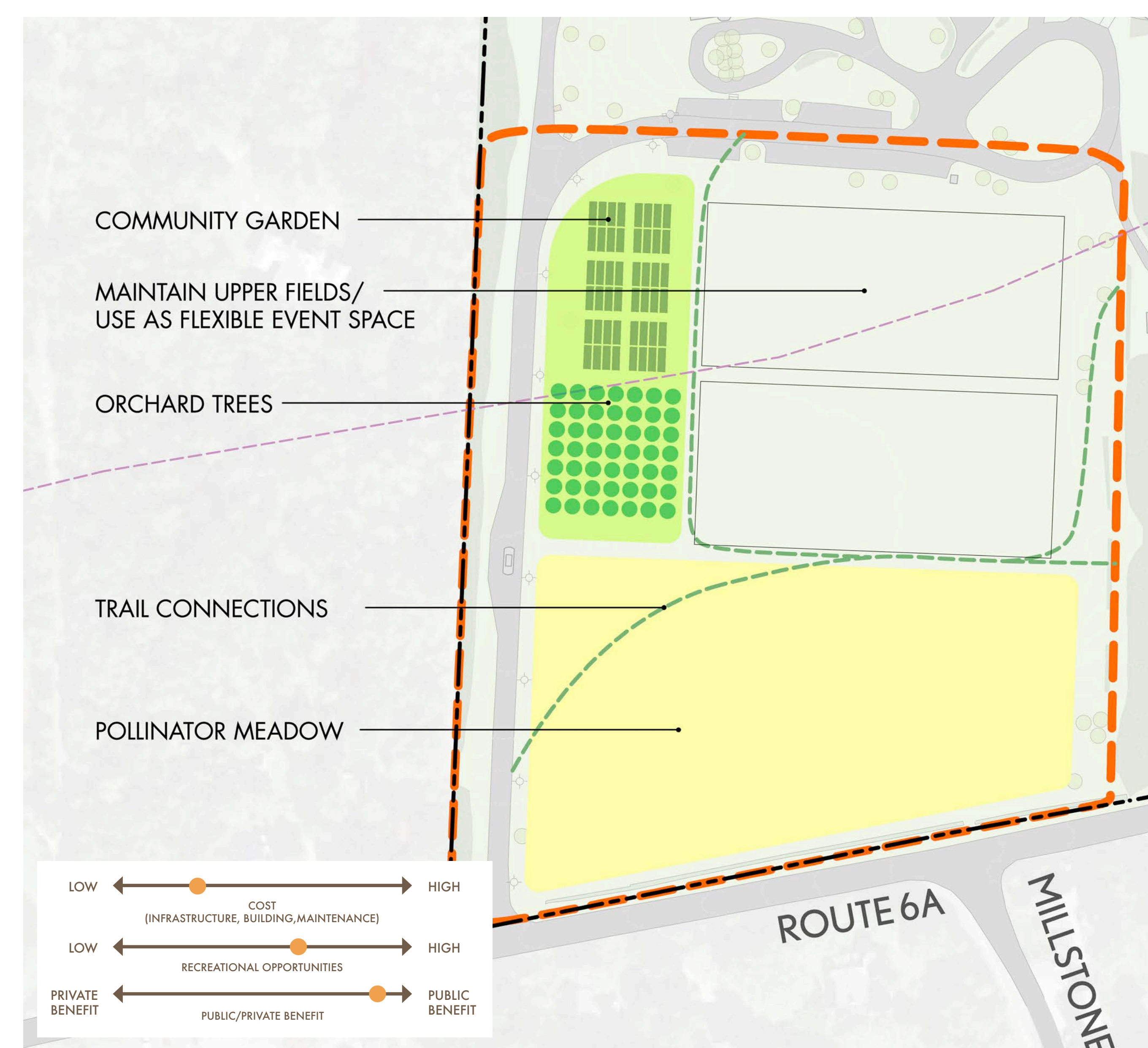
Arrival Fields

Bay Property

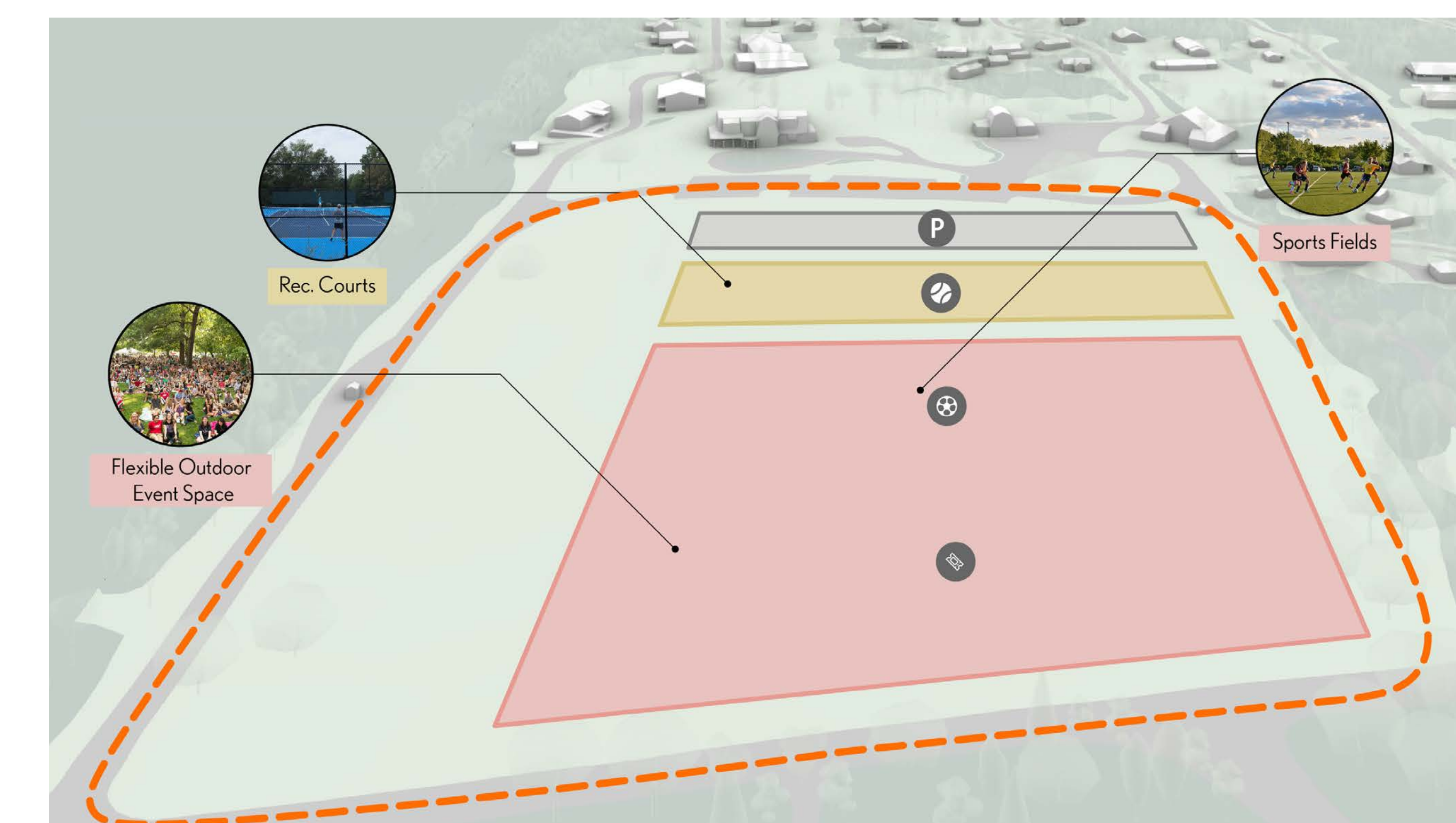
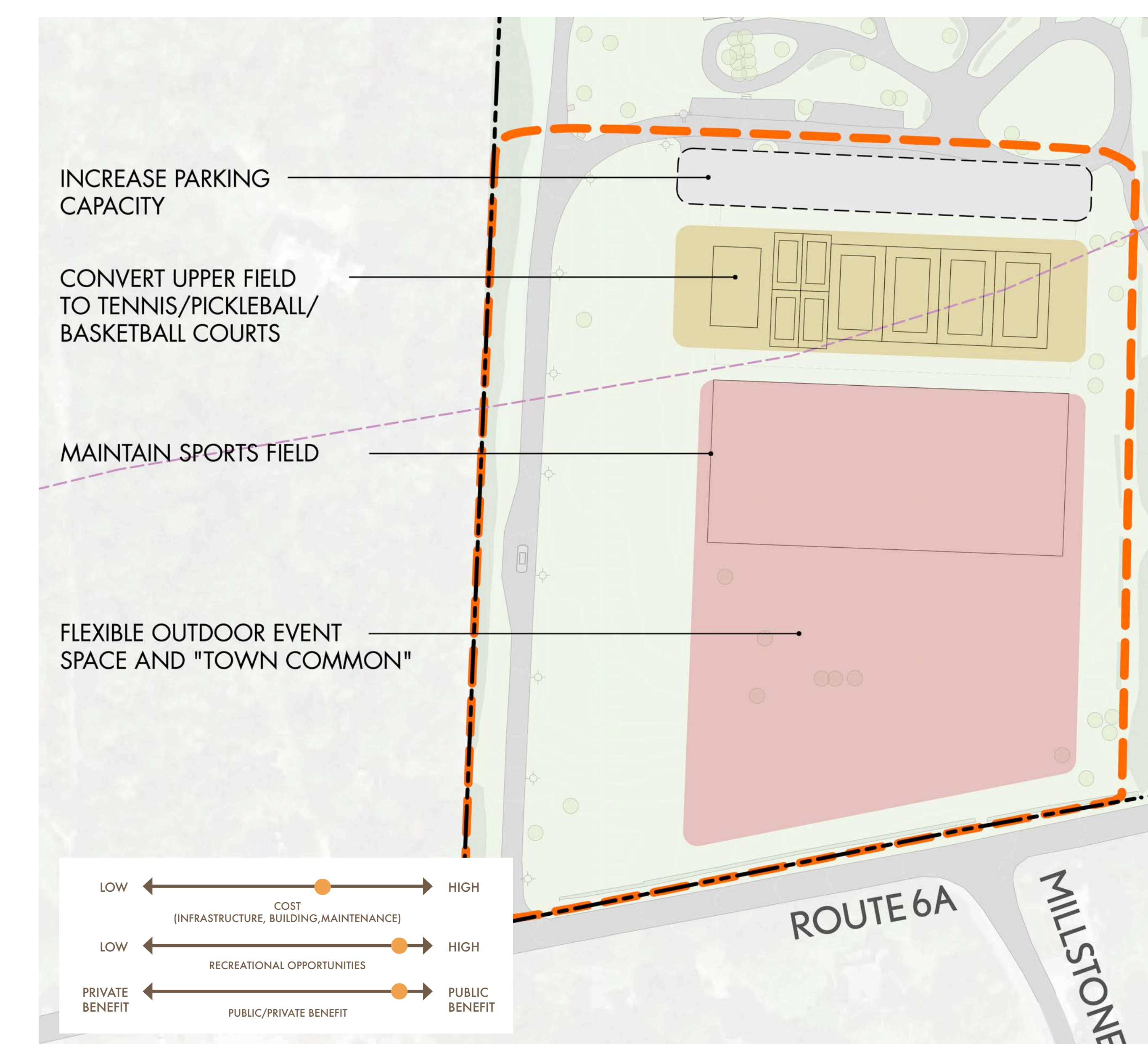
Option 1: Community Center and Flexible Outdoor Gathering



Option 2: Partial "Re-wild"



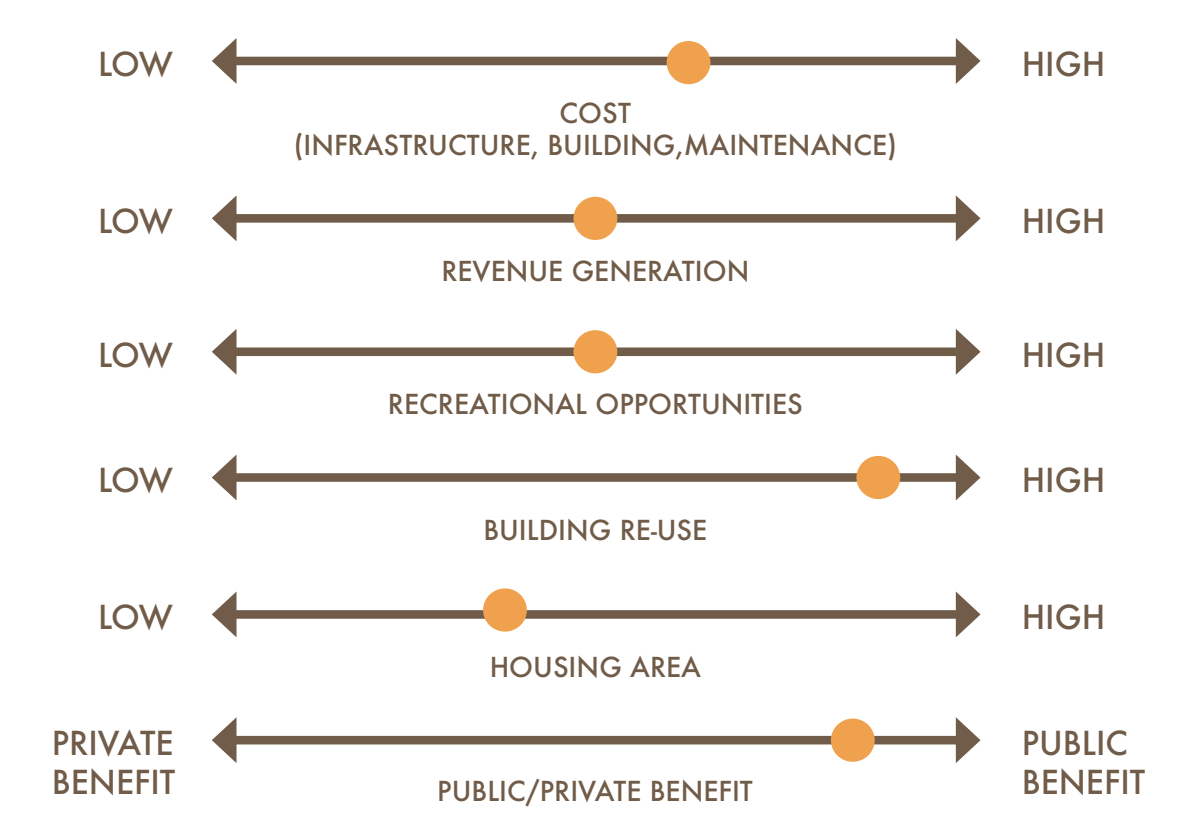
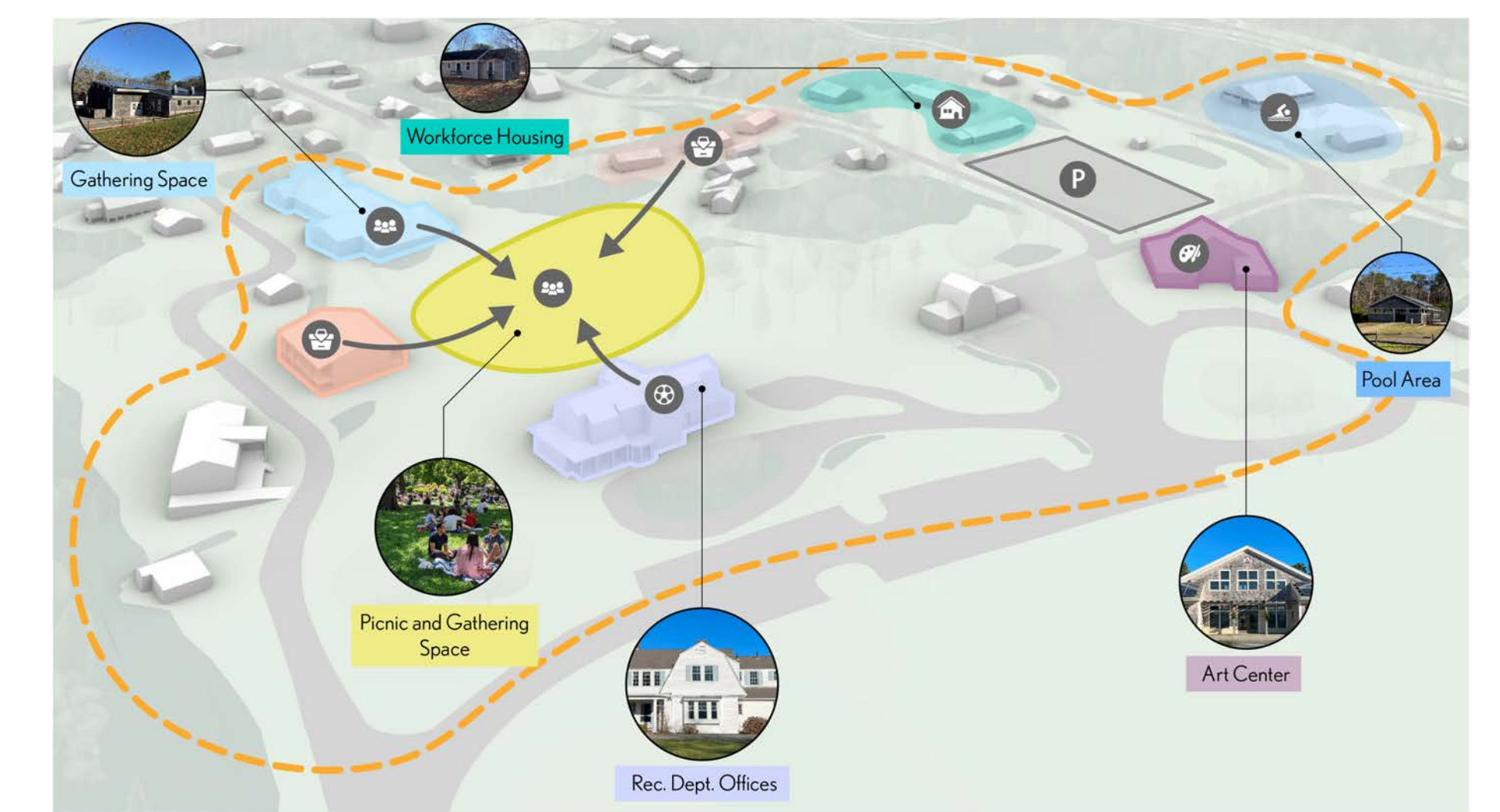
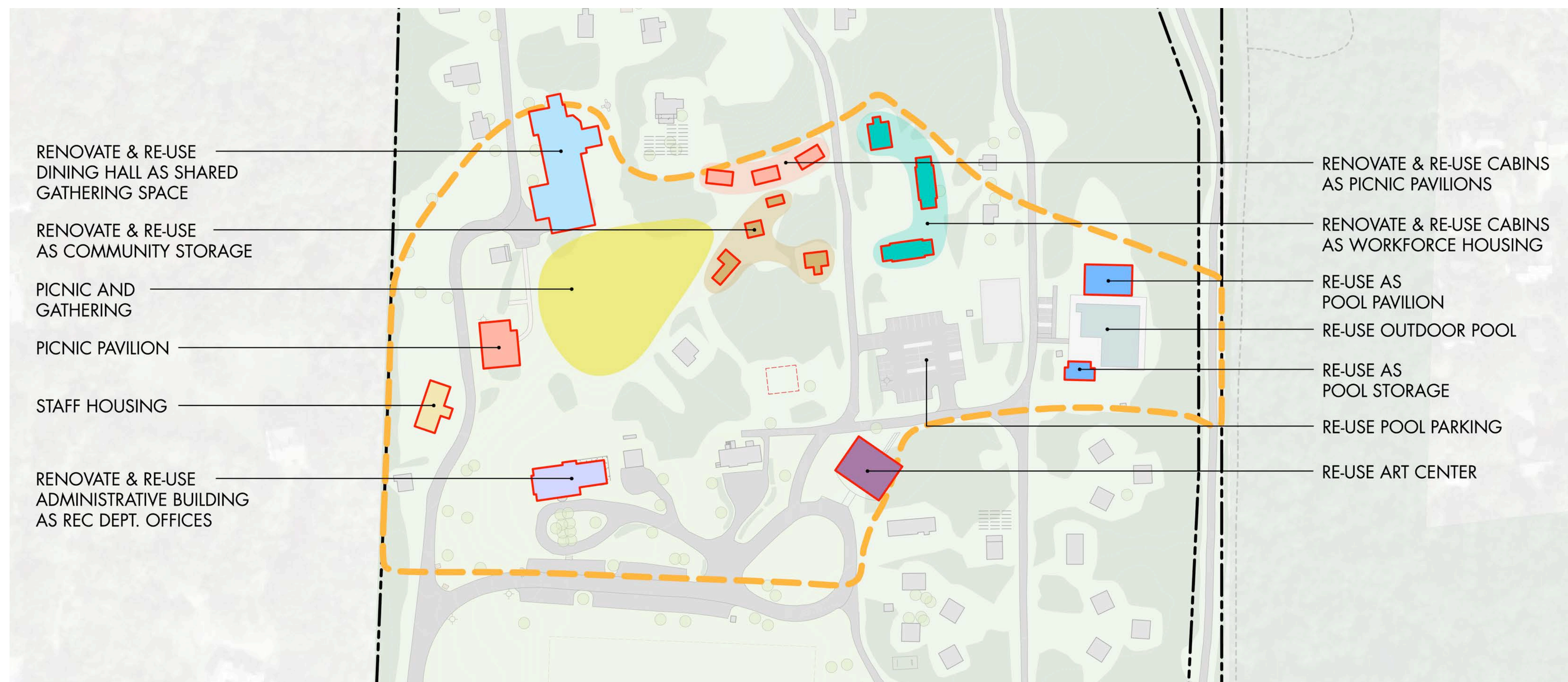
Option 3: Recreation Focus



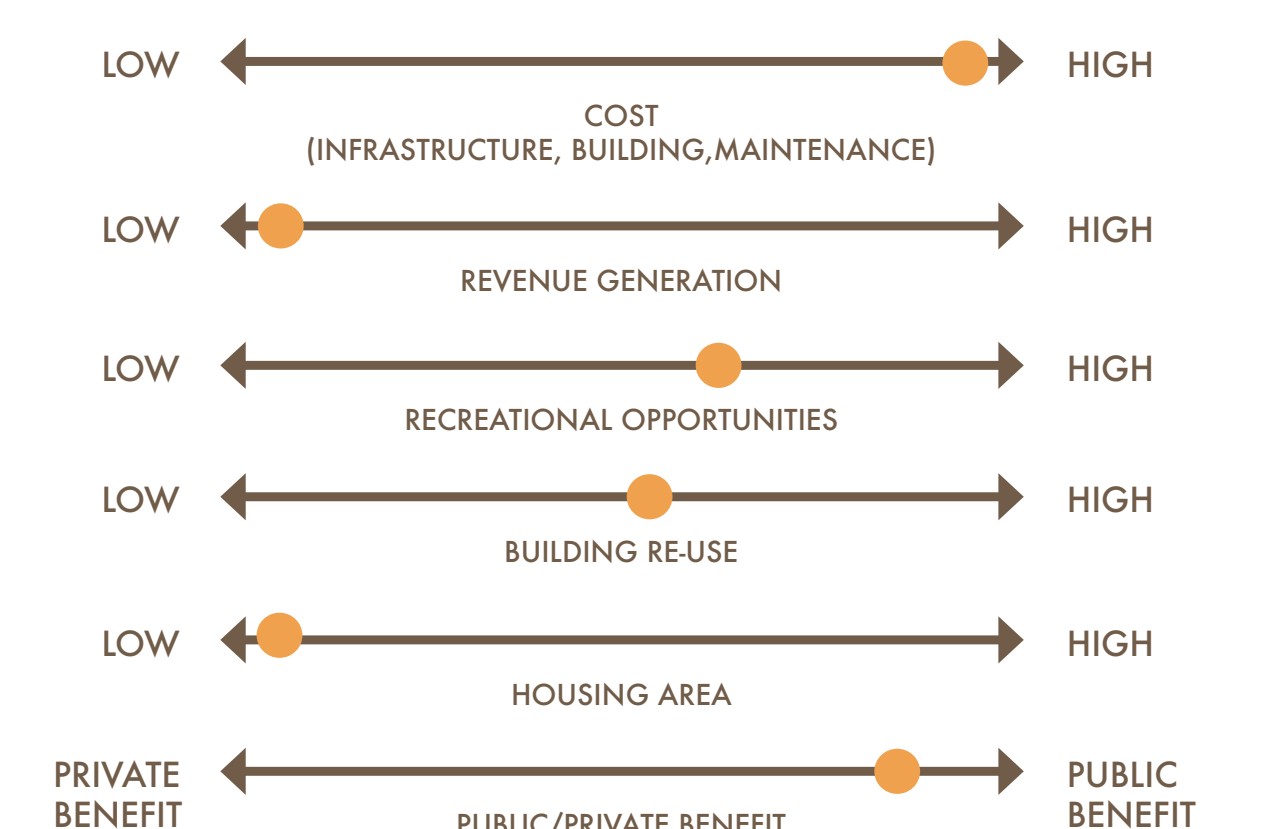
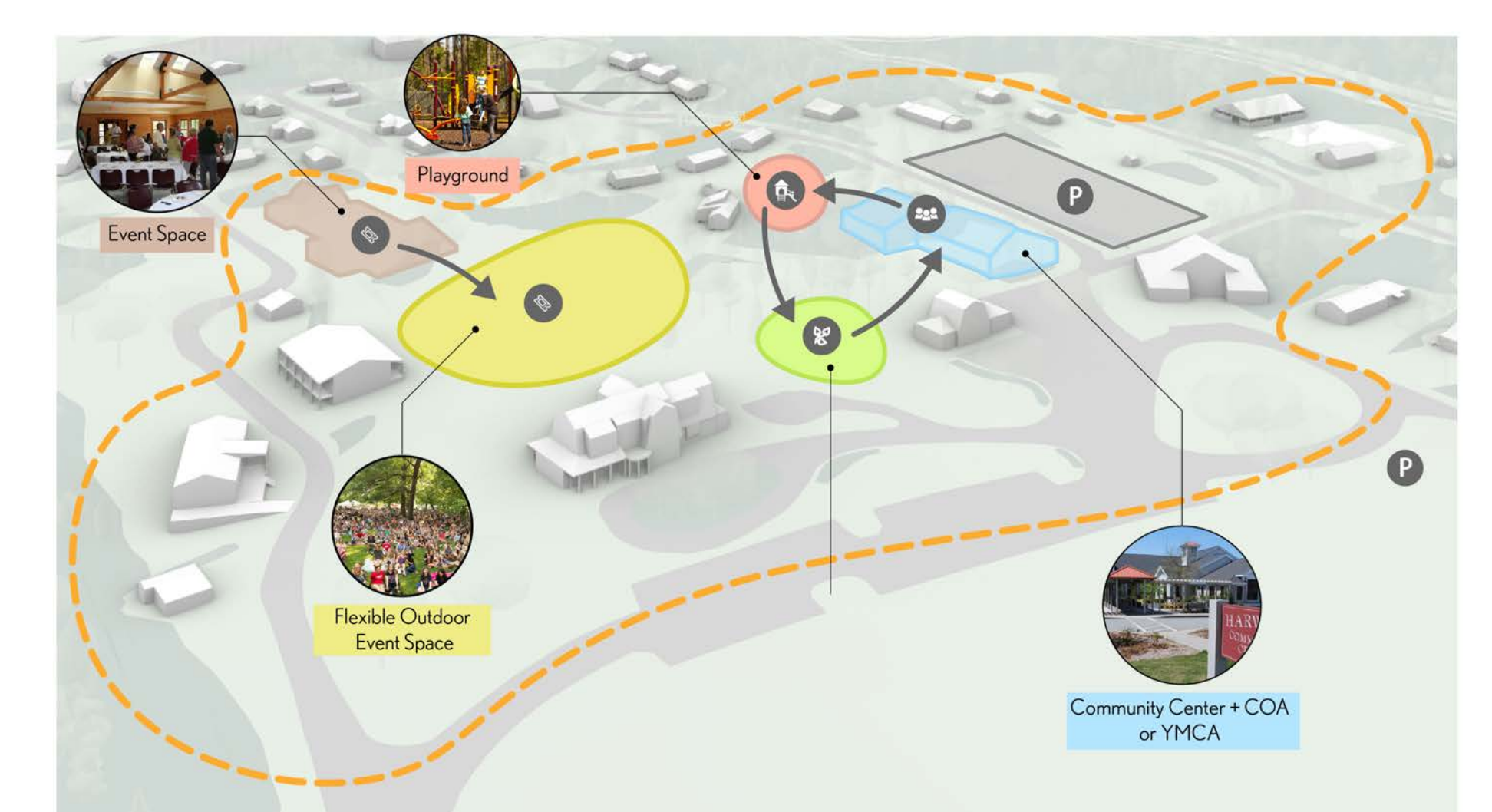
Central Campus

Bay Property

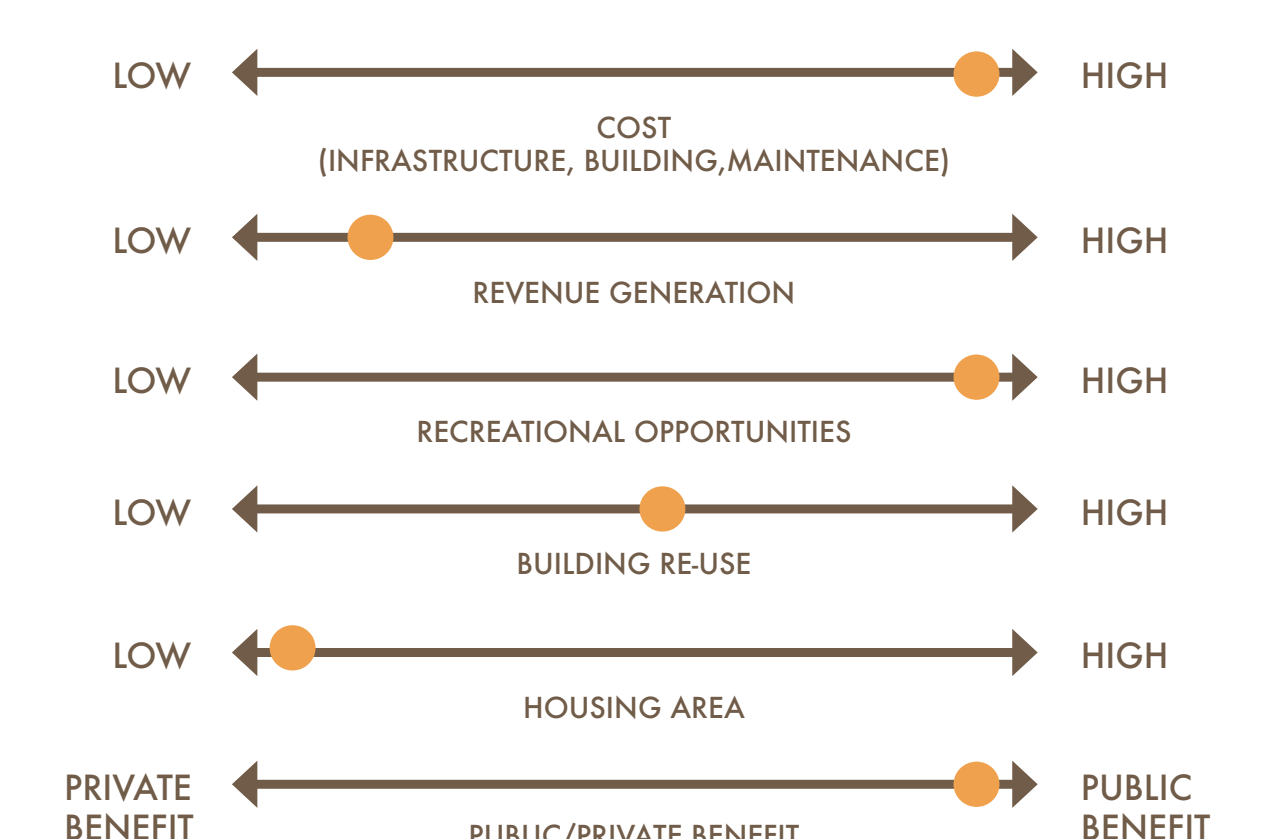
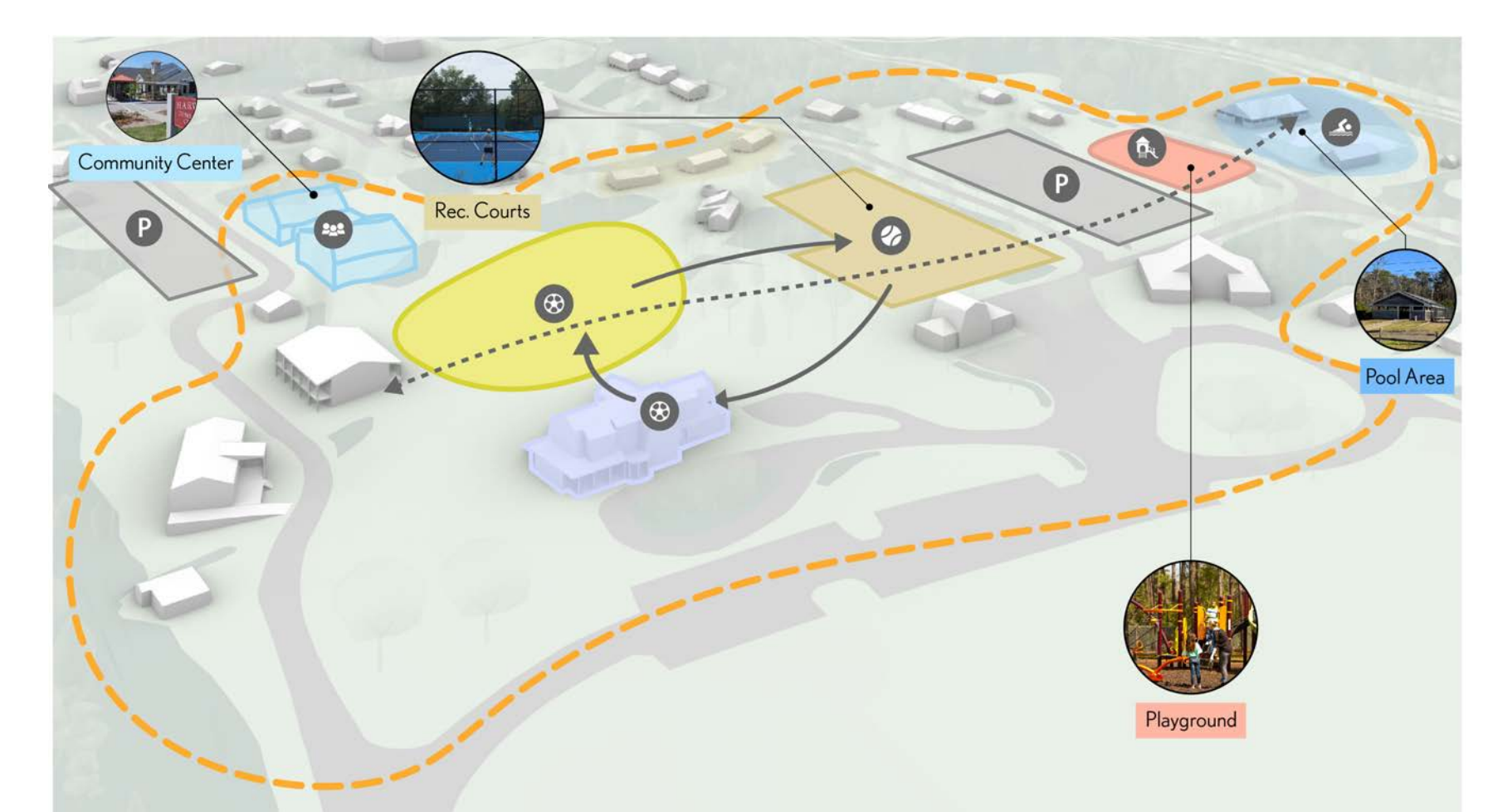
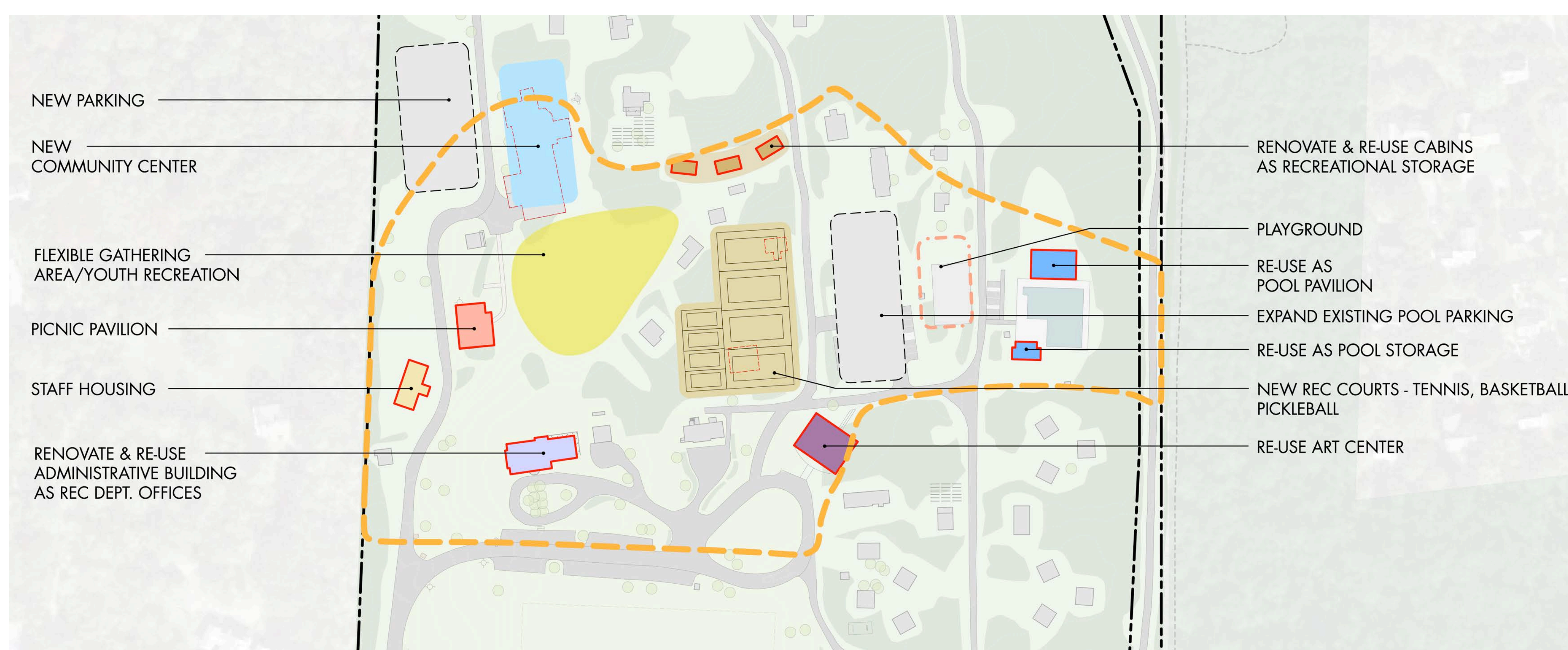
Option 1: Re-use and Extensively Renovate for Community Use



Option 2: New Community Center Anchors Community Campus



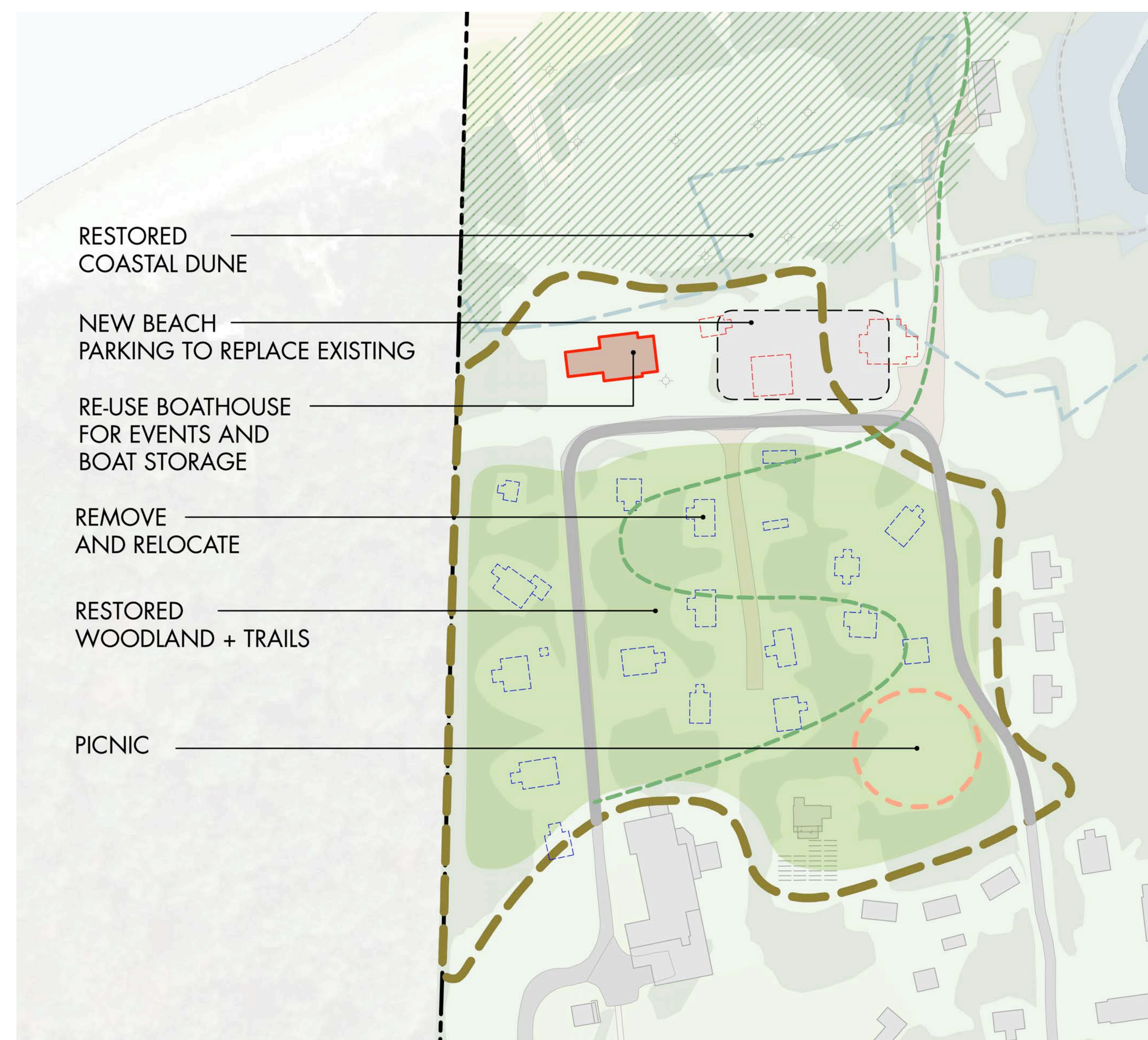
Option 3: New Community Center and Expanded Recreation



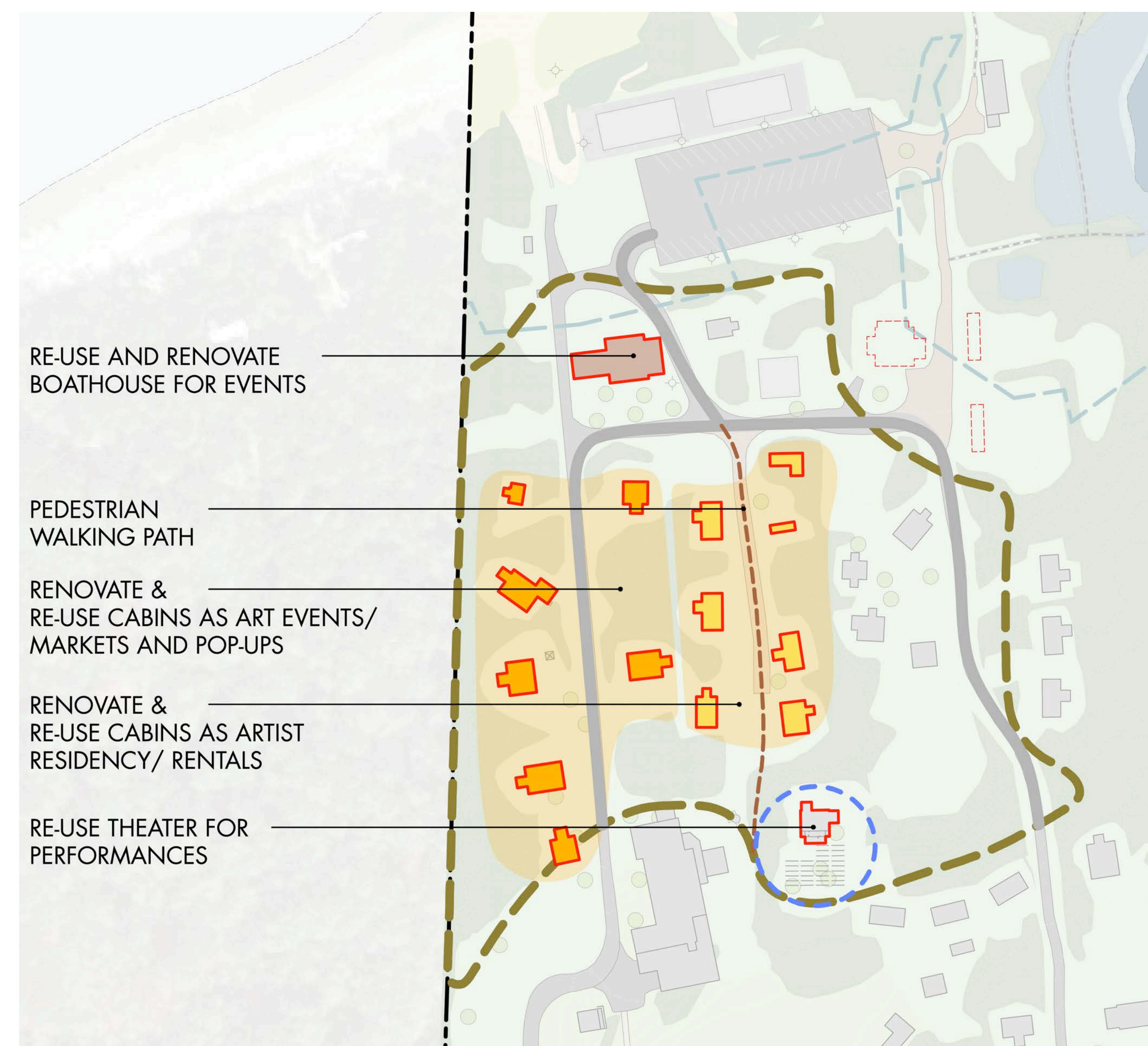
Cabin Village

Bay Property

Option 1: Restored Woodland and Trails



Option 2: Arts and Culture Campus



Art and Event Space
Cape Cod Museum of Art
Dennis, MA

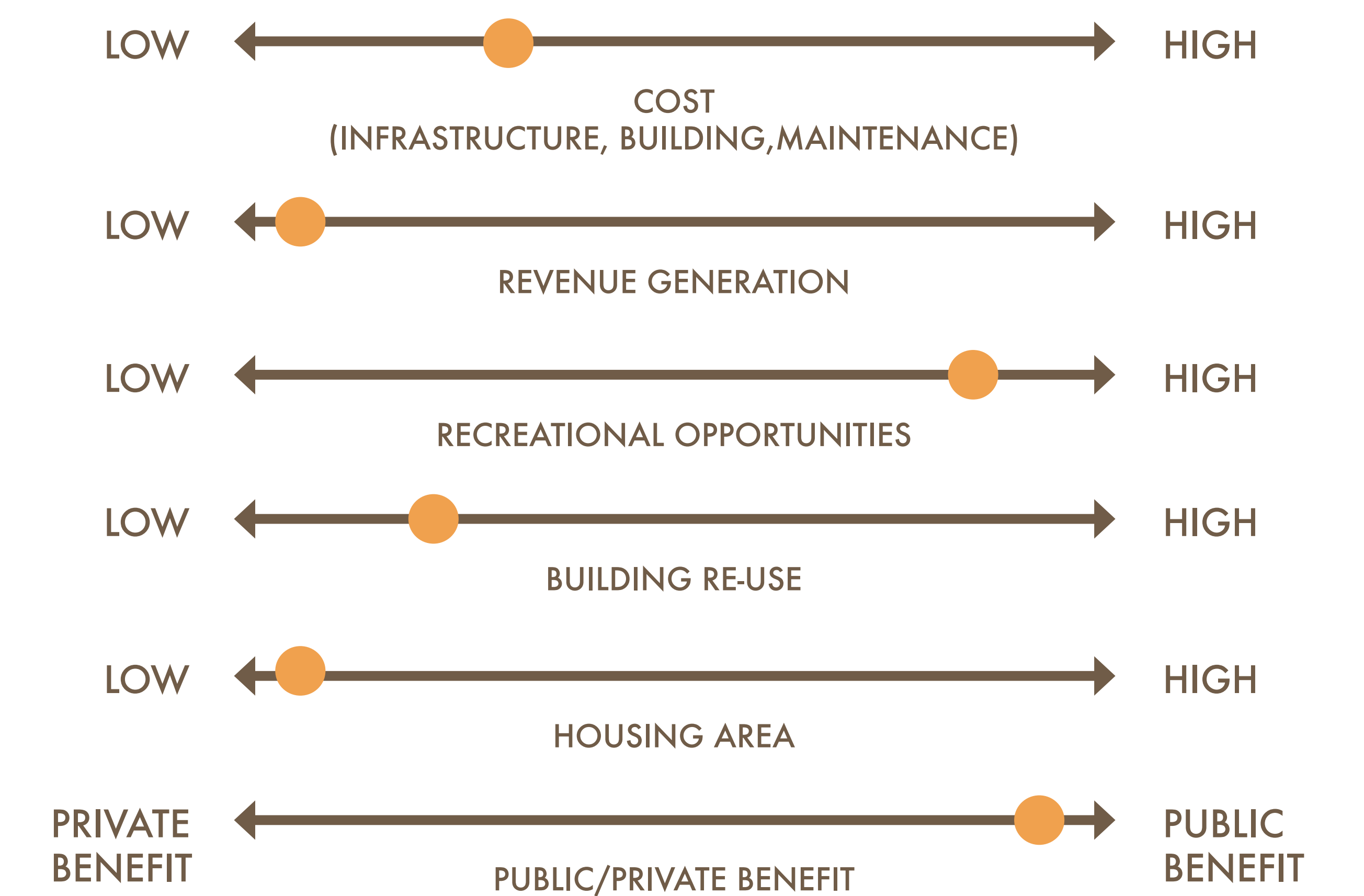


Art Studio and Gallery Rental
Chatham Art Center
Chatham, MA

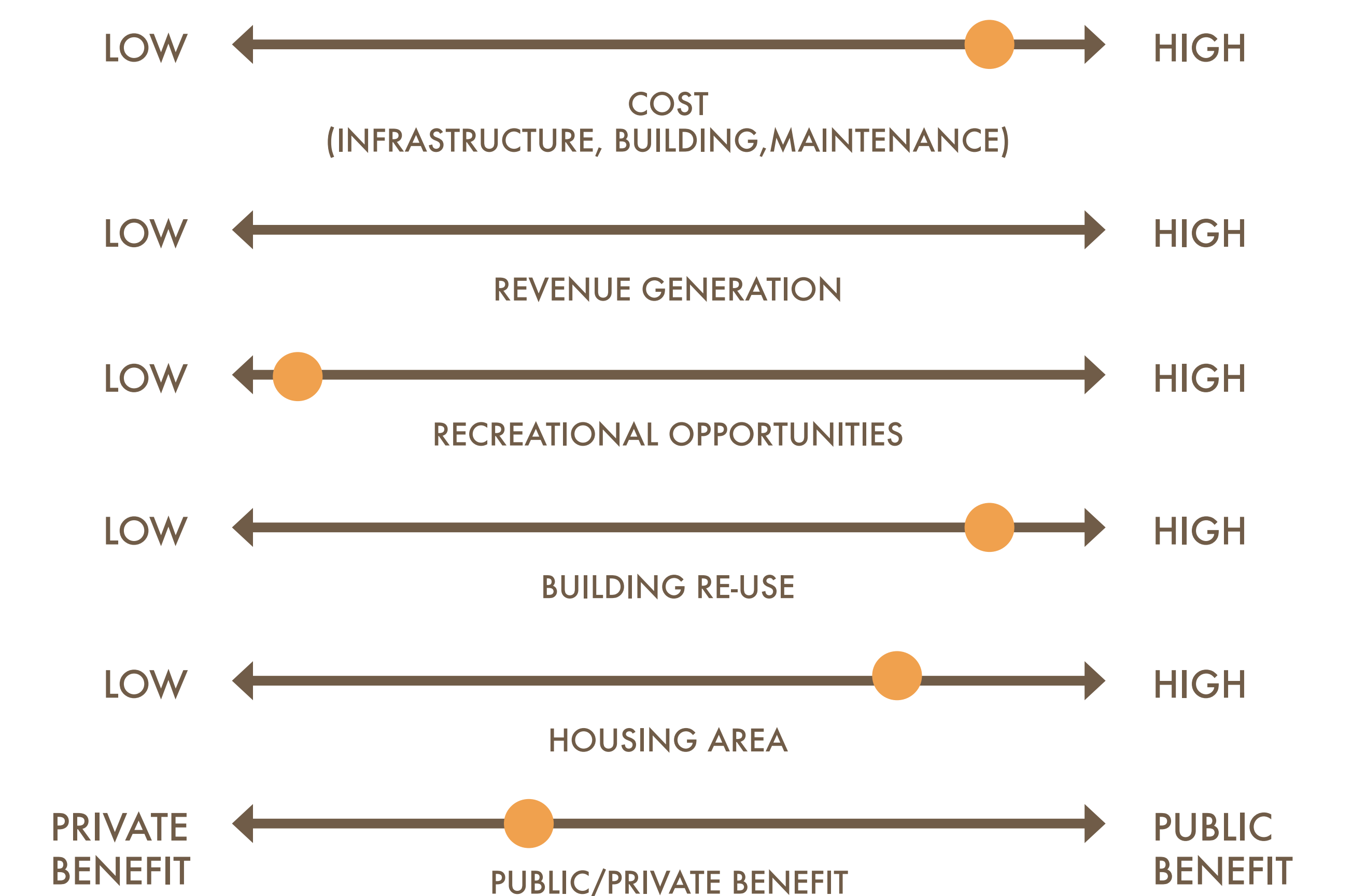


Outdoor Theater
Sea Camps
Deer Isle, MA

Option 1: Restored Woodland and Trails



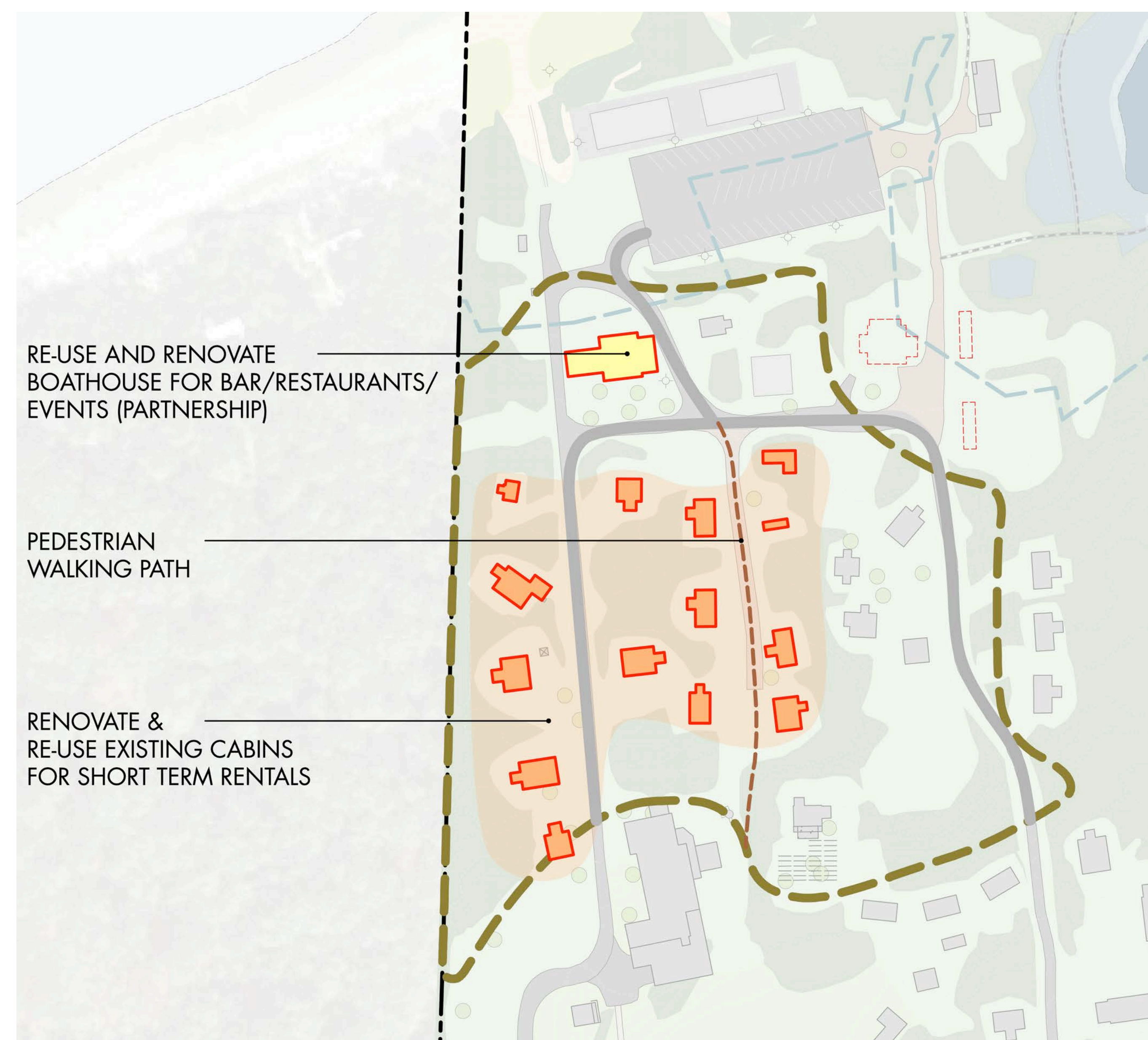
Option 2: Arts and Culture Campus



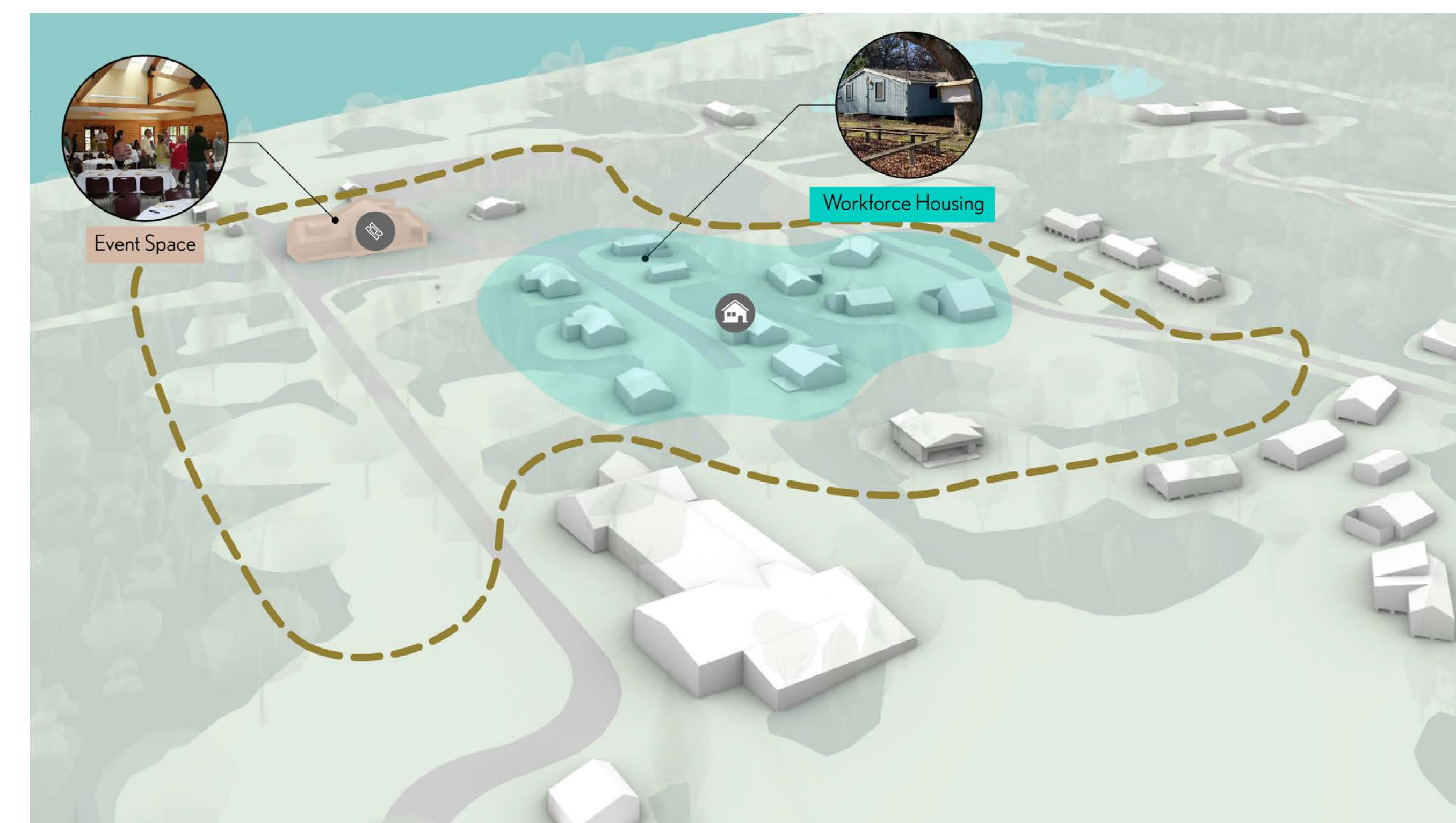
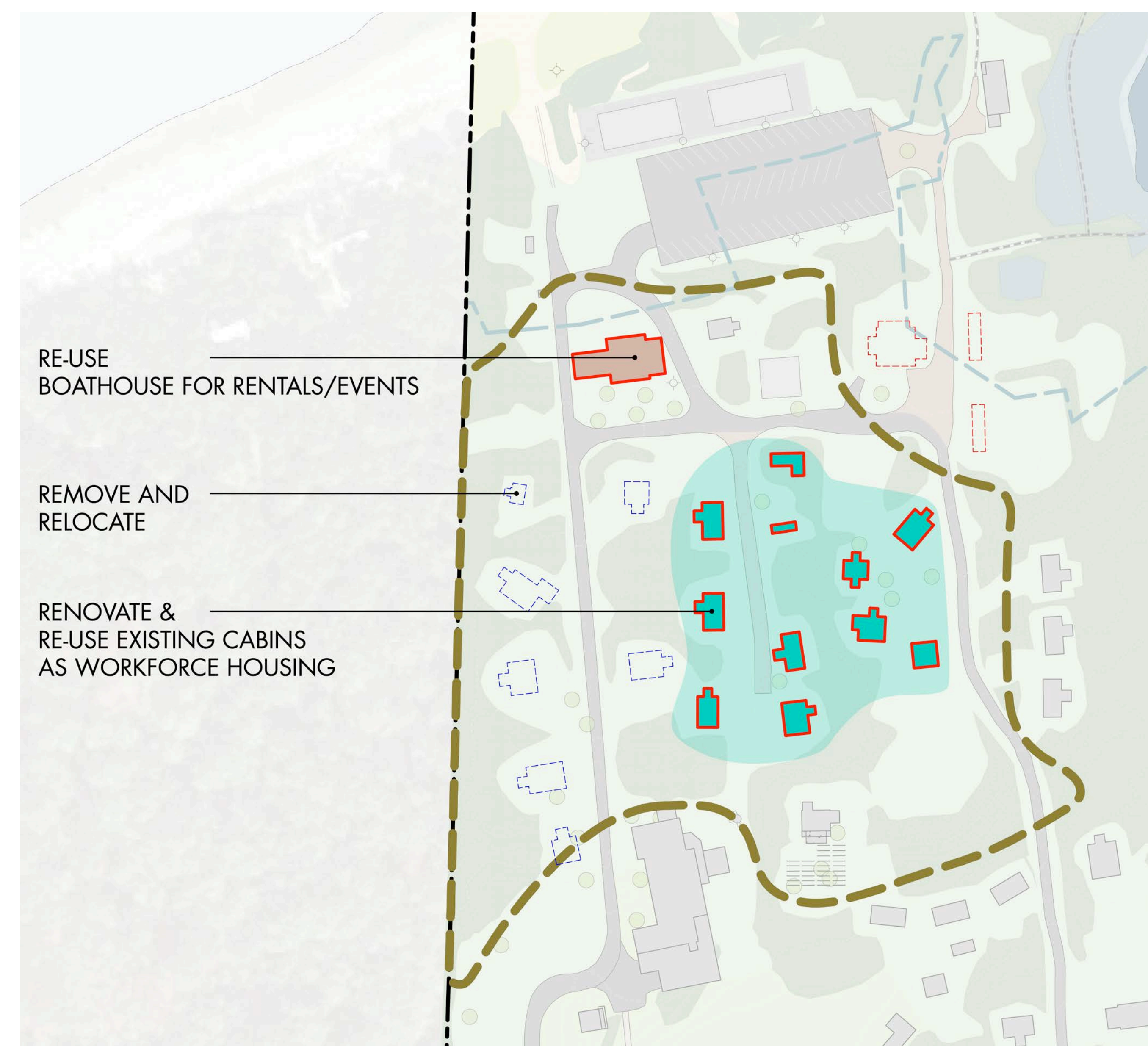
Cabin Village

Bay Property

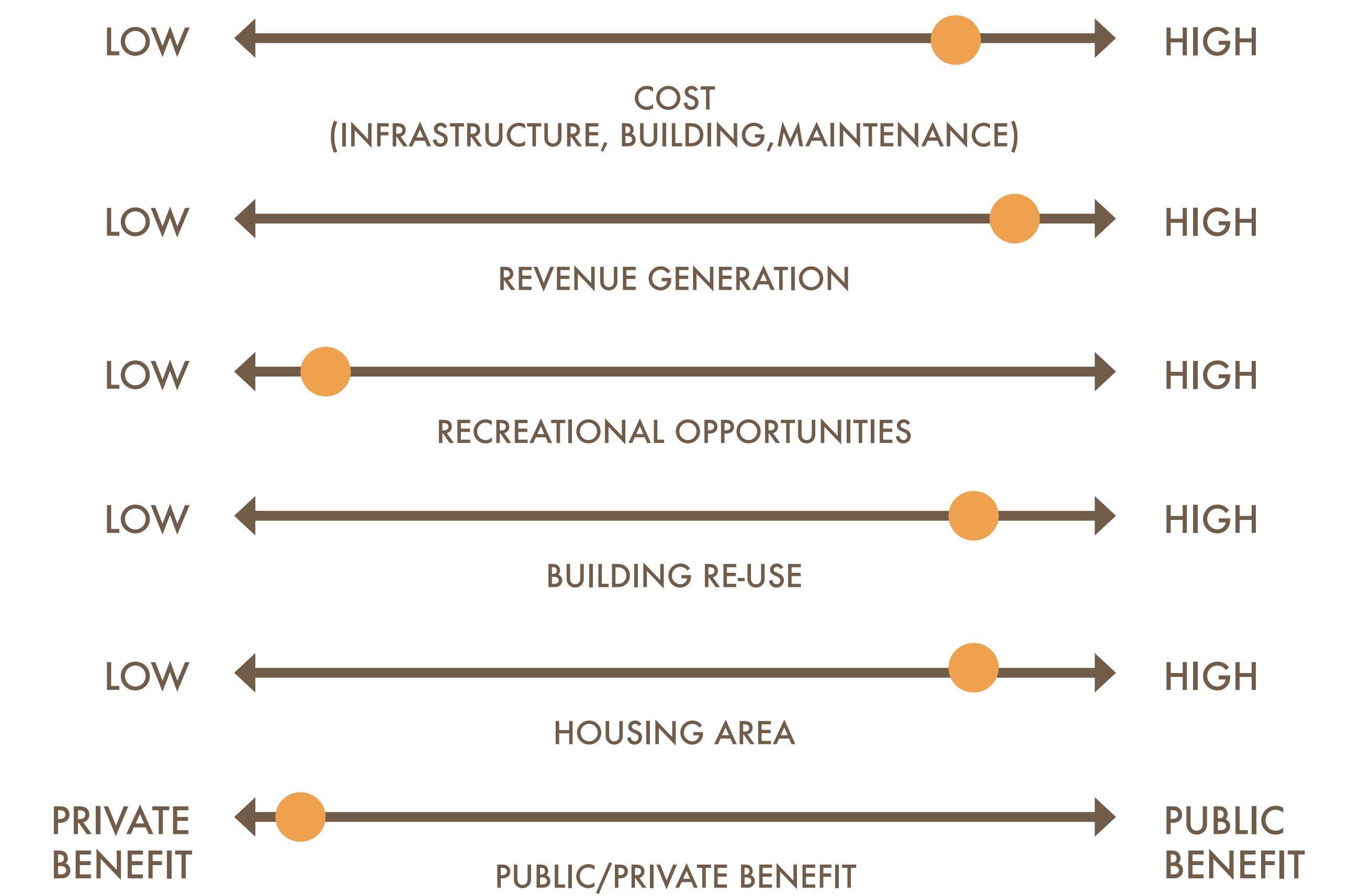
Option 3: Revenue Generating Short-Term Rentals



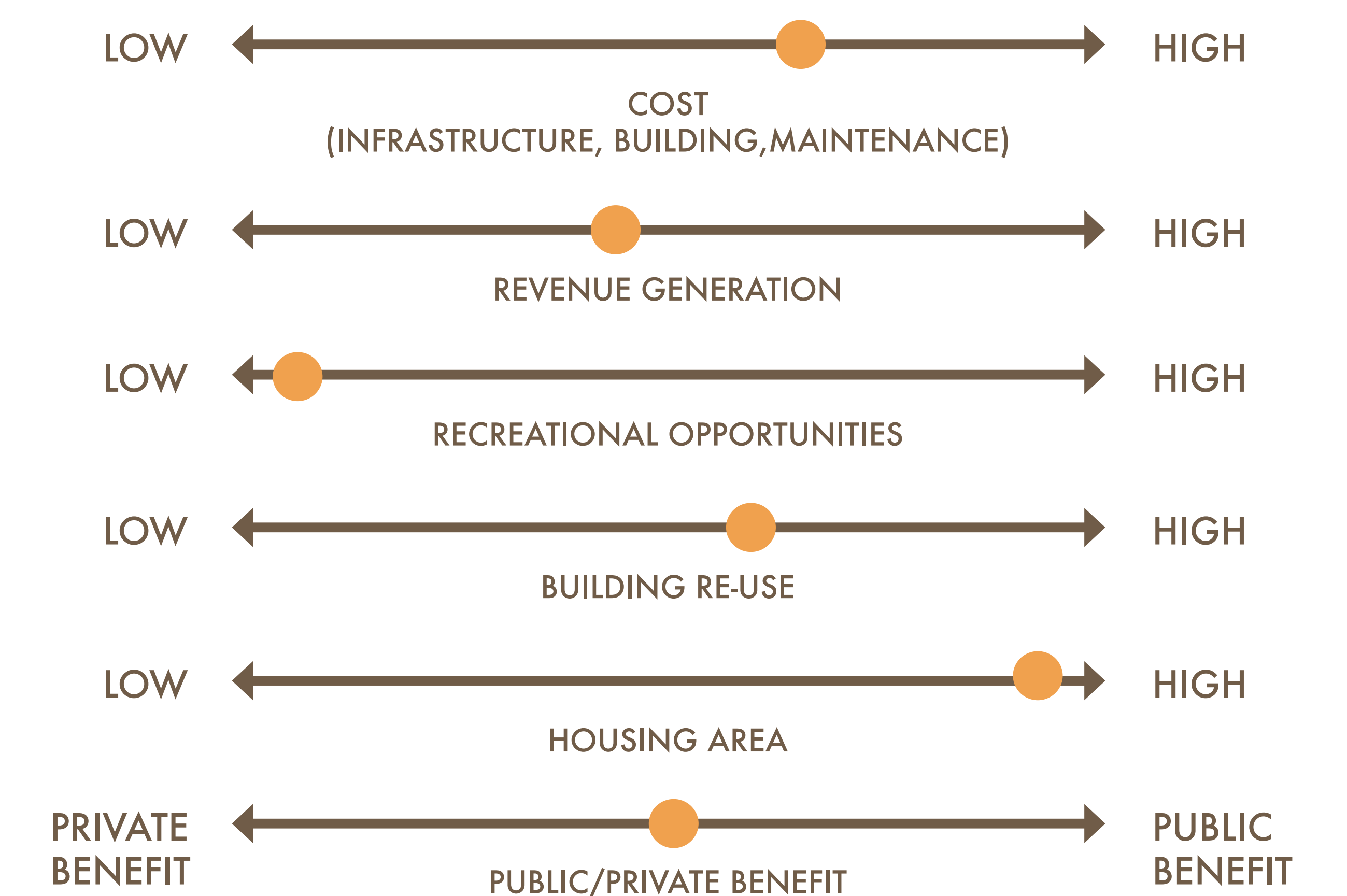
Option 4: Workforce Housing/ Residential



Option 3: Revenue Generating Short-Term Rentals



Option 4: Workforce Housing/Residential

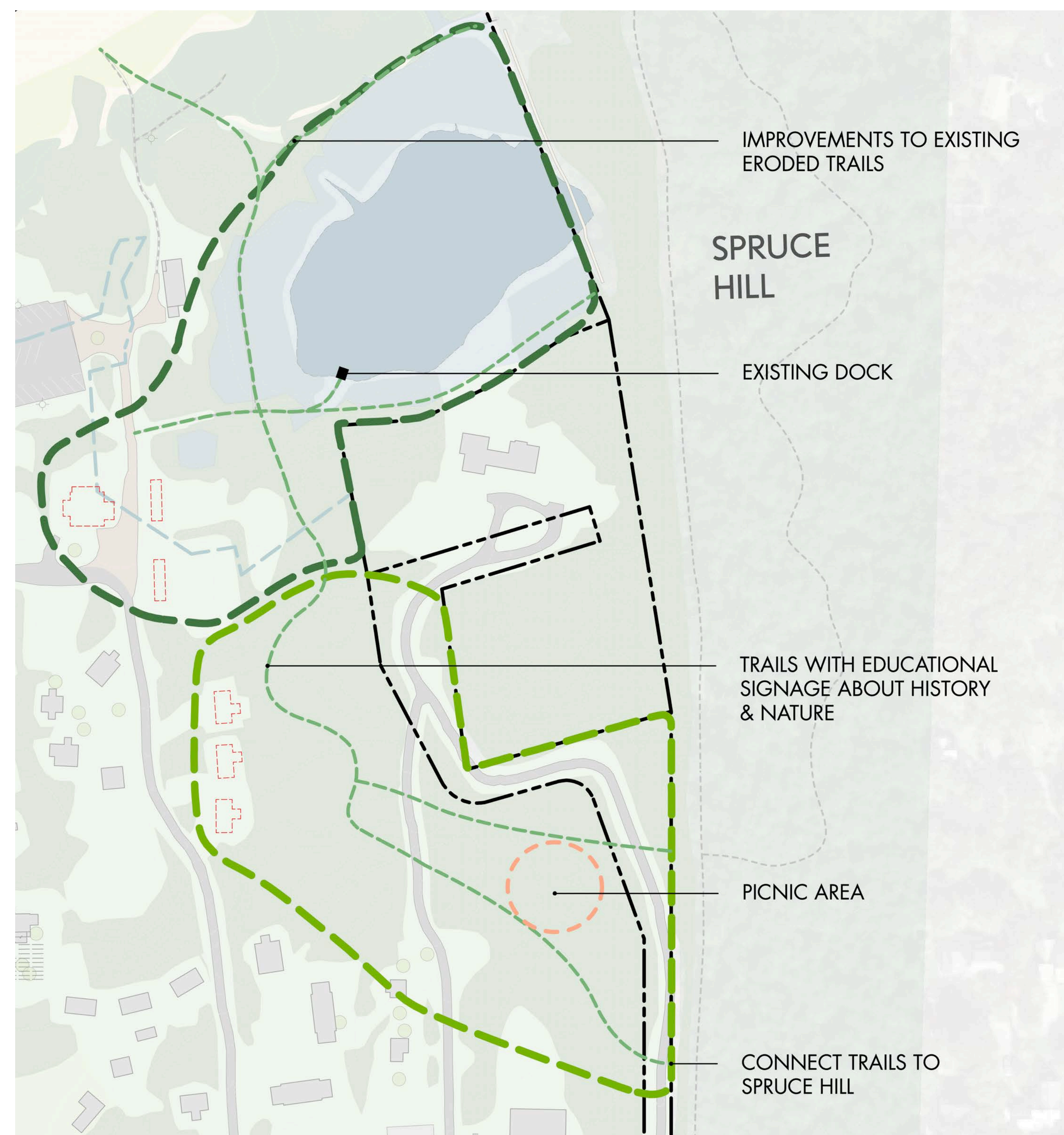
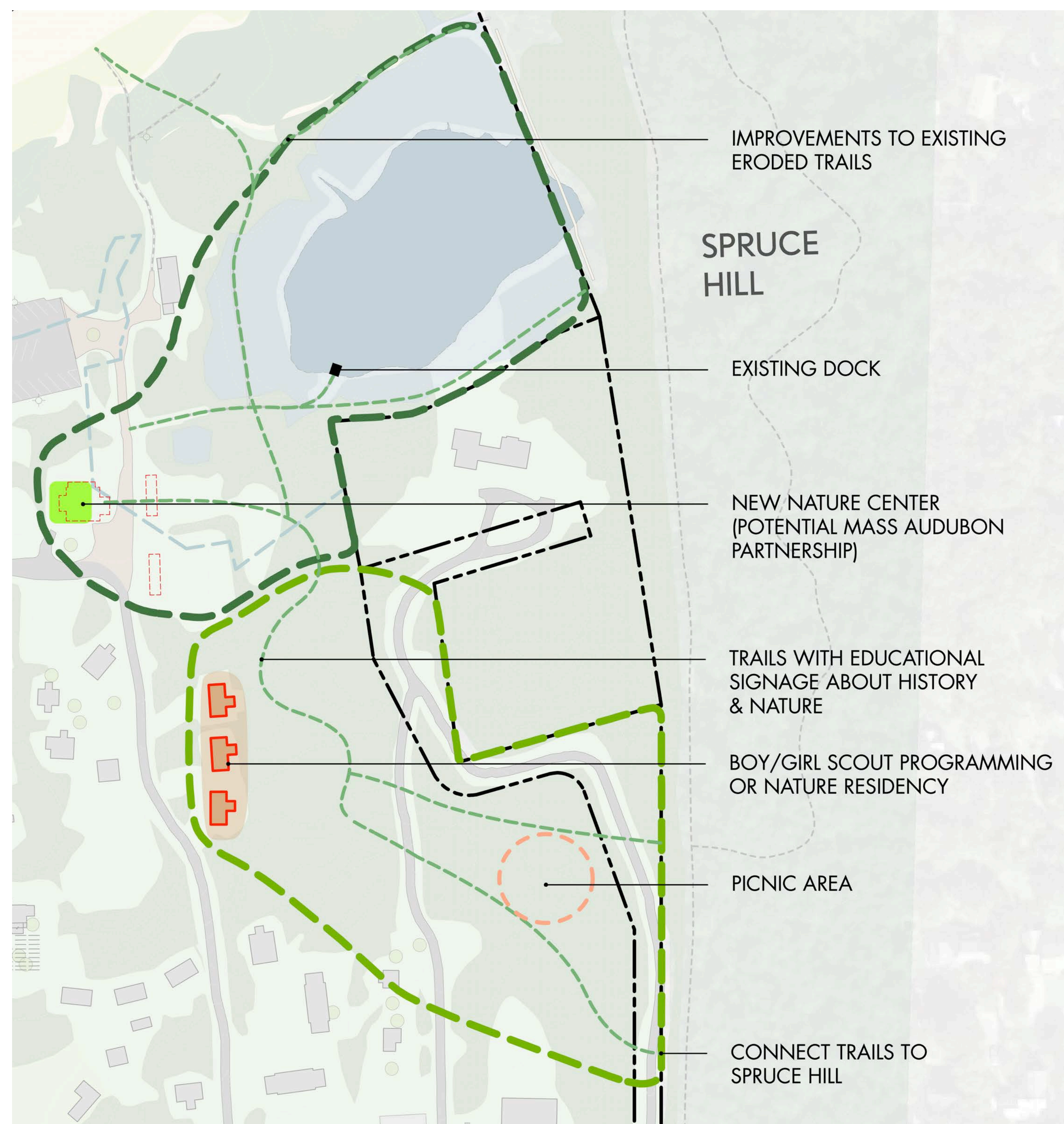


Woodland Buffer

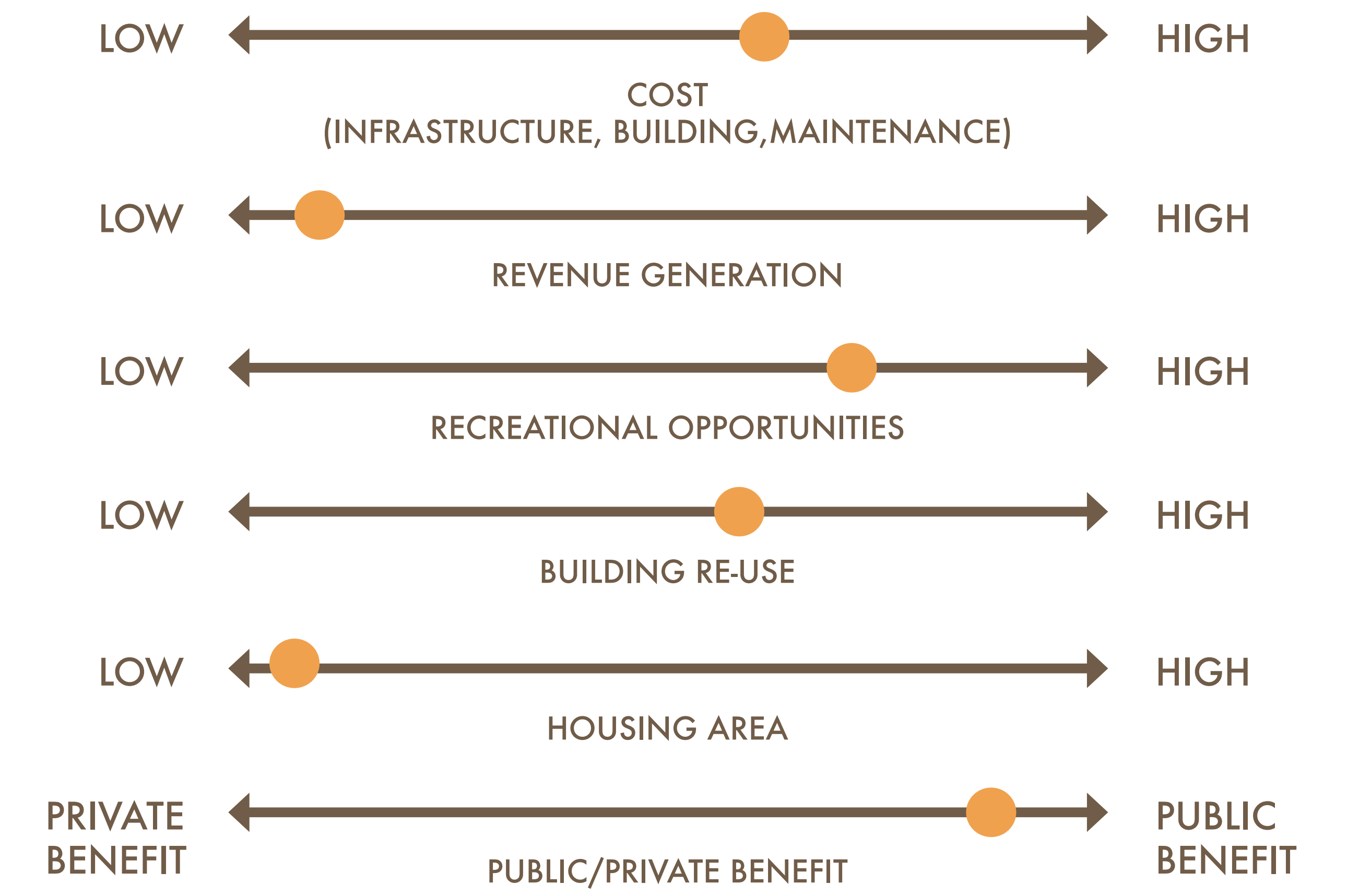
Bay Property

Option 1: Expand trails and Nature Based Education

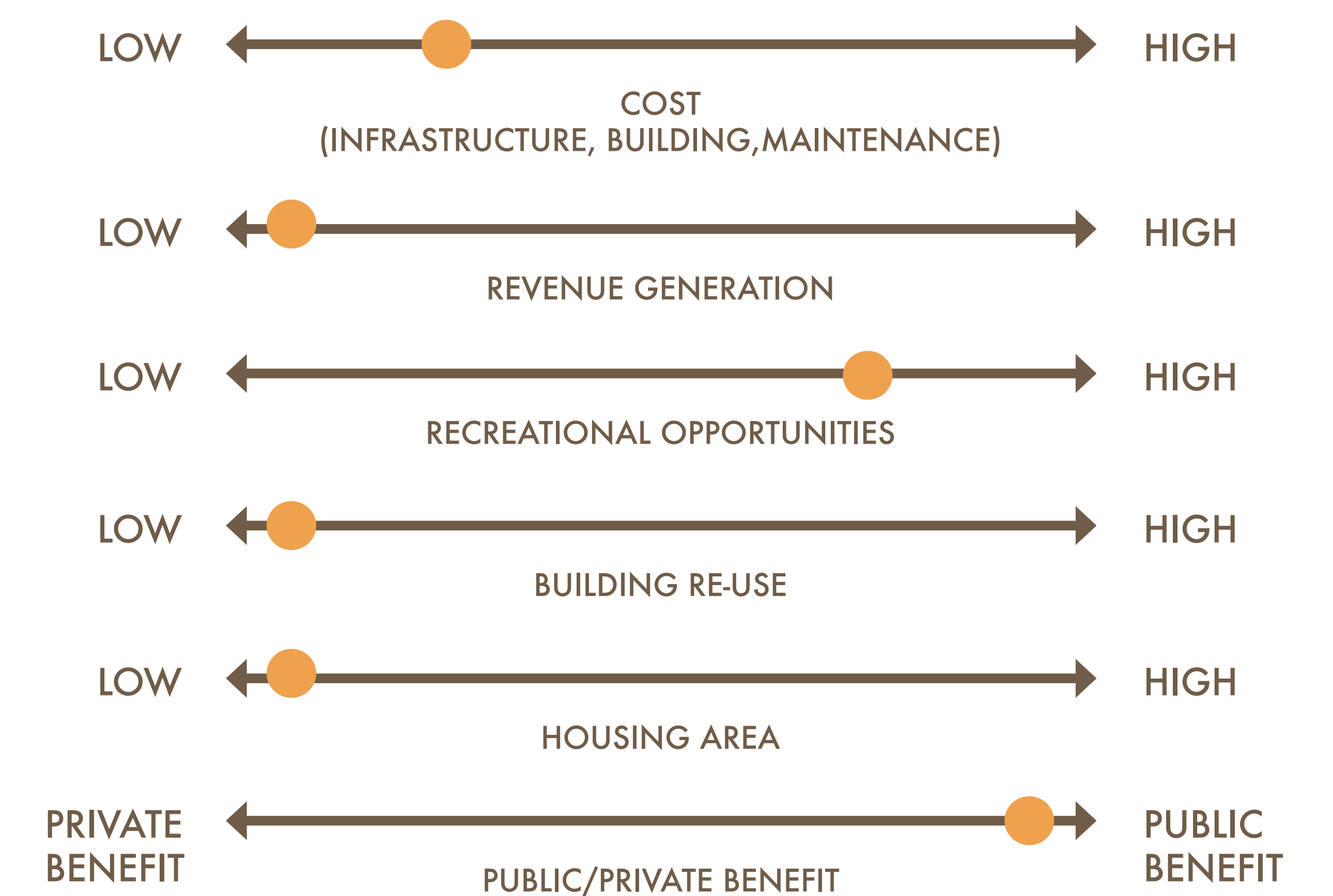
Option 2: Expand Trails



Option 1: Expanded Trails and Nature Based Education



Option 2: New Housing (Affordable or Workforce)



Town of Brewster Cape Cod Sea Camps Planning

Join us for community forum #2!

Date: Saturday, August 5th 2023

Attend one of three sessions:

1pm-2pm, 2pm-3pm or 3pm-4pm

Location: Bay Property Dining Hall

The Bay Property will be open to the public to explore by foot anytime between 12pm-5pm

Registration for the forum is limited to town residents. To register for one of the workshop times, scan the QR code or follow this link:

<https://www.brewster-ma.gov/cape-cod-sea-camps-properties>



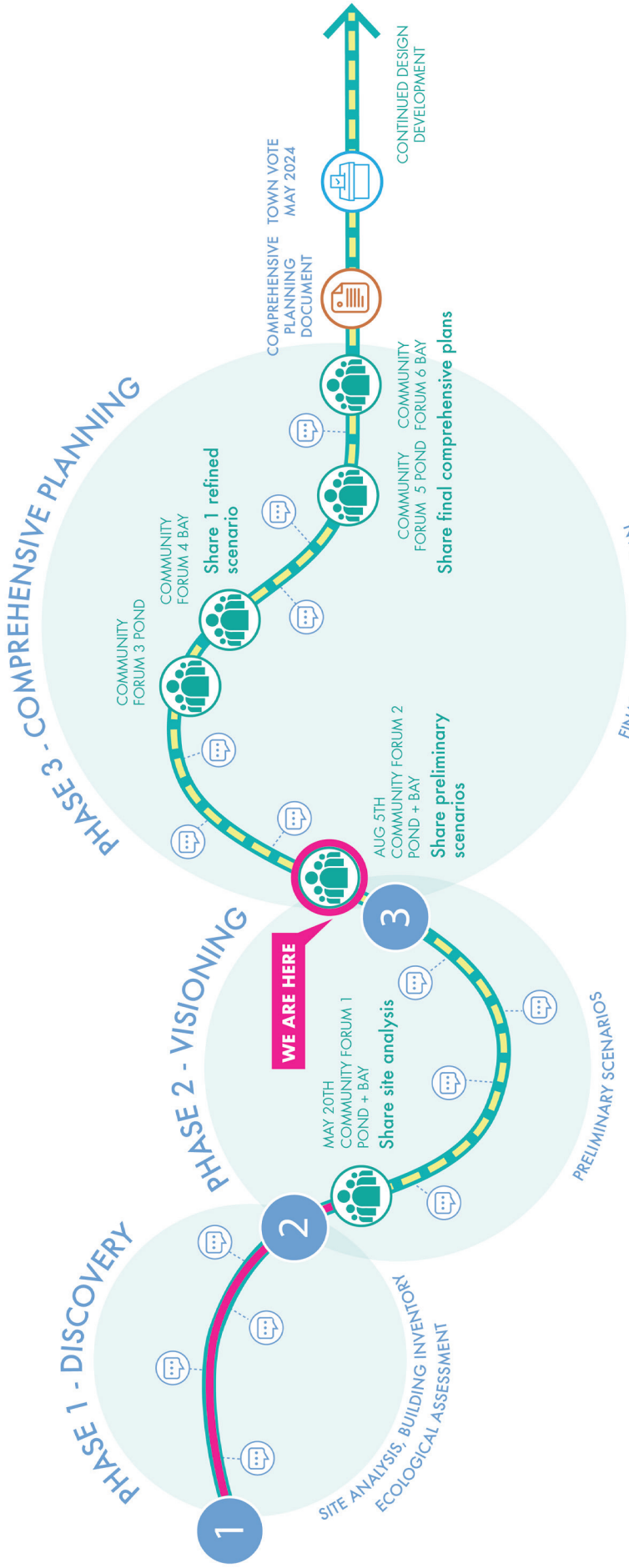
Community Forum #2 will be an engaging community event that shares preliminary planning scenarios for both the Bay and Pond properties based on resident feedback from Community Forum #1 and the survey.

Each session will begin with introductory remarks. The remainder of the meeting will be a community workshop where residents will be invited to learn about the planning scenarios, indicate their preference and share feedback. This event will be the second public community workshop in a series of six that takes place over the course of the planning process.

The Council on Aging will be offering rides to and from community forum sessions. Please call the Council on Aging at 508-896-2737 by Thursday August 3rd to arrange for transportation.

For more details about the long-term planning process, information on Bay Property and Pond Property Planning Committee meetings and interim activities at both properties, please visit the project page, <https://www.brewster-ma.gov/cape-cod-sea-camps-properties>. To provide feedback to one of the committees, please email us at bppc@brewster-ma.gov (Bay property) or pppc@brewster-ma.gov (Pond property).





Community Forum

Identify your priorities with the planning team



Committee Meetings

Tune in to public meetings where community representatives workshop ideas with the planning team



Comprehensive Planning Document

See the vision for the future of the Sea Camp Properties



Town Vote

Vote to approve the comprehensive plans at the Spring 2024 Town Meeting

BREWSTER COMMUNITY POOL SUMMER 2023 SCHEDULE
June 26, 2023 - August 20, 2023

TIME	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS	SUNDAYS
7am - 8am	Lap Swim 6 lanes	Lap Swim 6 lanes	POOL CLOSED for Maintenance	Lap Swim 6 lanes	Lap Swim 6 lanes	Lap Swim 6 lanes	Lap Swim 6 lanes
8am - 9am	Lap Swim (6 lanes) & VNA Aquatics	Lap Swim 6 lanes	POOL CLOSED for Maintenance	Lap Swim (6 lanes) & Water Aerobics	Lap Swim (6 lanes) & Water Aerobics	Lap Swim 6 lanes	Lap Swim 6 lanes
9am -10am	Senior Swim & Swim Lessons	Senior Swim & Swim Lessons	POOL CLOSED for Maintenance	Senior Swim & Swim Lessons	Senior Swim & Swim Lessons	Lap Swim (3 lanes) & Open Swim	Lap Swim (3 lanes) & Open Swim
10am-11am	Swim Lessons & Lap Swim (3 lanes)	Swim Lessons & Lap Swim (3 lanes)	POOL CLOSED for Maintenance	Swim Lessons & Lap Swim (3 lanes)	Swim Lessons & Lap Swim (3 lanes)	Open Swim	Open Swim
11am-12pm	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	NYA	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim	Open Swim
12pm-1pm	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim	Open Swim
1pm-2pm	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim	Open Swim
2pm-3pm	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim	Open Swim
3pm-4pm	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim	Open Swim
4pm-5pm	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)
5pm-6pm	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)	Open Swim & Lap Swim (3 lanes)

The Community Pool schedule is managed by the Brewster Recreation Department and may be subject to change, please visit www.brewsterrecreation.com
Residents must have a pool pass for use of the pool. Passes may be purchased through www.brewster-ma.gov.
There is a fee for lessons and programs. Please inquire through the Brewster Recreation Department at (508) 896-9430 or recreation@brewster-ma.gov
Please review all Rules and Regulations.

POOL PASSES

Generated on 7/6/2023 8:57:33 AM by EMAWN

POOL- FAMILY	281
POOL- INDIVIDUAL +1	82
POOL REPLACEMENT	15
POOL SENIOR +1	116
POOL-GUEST PASS	234
POOL-INDIVIDUAL	73
POOL-SENIOR	83
<hr/>	
Totals	884

REPORT CONFIGURATION:

Date Range: 04/10/2023 to 07/05/2023

\$56,200.00

\$12,000.00

\$0.00

\$14,250.00

\$5,850.00

\$7,300.00

\$6,075.00

\$101,675.00

Date: July 5, 2023

From: Amanda Bebrin, Chair, Bay Property Planning Committee

To: Ned Chatelain, Chair, Select Board

Subject: Brewster Town Open House & Volunteer Appreciation Event, September 2023

To Ned and the Select Board:

At our June 6th meeting, the BPPC discussed and expressed support for an event at the Bay Property this fall. As you know, the BPPC is charged with interim uses (as well as long-term planning) and has provided opportunities for the public to access the property through a variety of events. Since First Light Beach and the Brewster Community Pool are summer amenities, the Committee is trying to find ways to use the property in the off-season as well, where feasible.

I serve on the BPPC as the representative from Vision Planning, which is working on the draft Local Comprehensive Plan (LCP). Actions in the Governance building block talk about volunteer recruitment for town boards and committees, and prioritizing volunteer appreciation for all the people who currently contribute their time and talents to running our wonderful town.

The intersection of these two threads is the event the BPPC is proposing: a town “open house” and volunteer appreciation event, tentatively scheduled Saturday, September 30th, 2023. The morning portion would be a “job fair”-style open house, where boards and committees can host tables and speak with residents about their charges and current projects. We can flag which committees have vacancies, and residents would have an opportunity to speak with current members to get a feel for the work and if it’s a good fit for them.

With 40+ boards and committees in town, this is a great opportunity to showcase how many people are involved in deliberating on, and moving forward, Brewster’s many priorities and projects. The afternoon portion would be an appreciation luncheon for our wide range of volunteers, thanks to whom we are able to make critical decisions all year round. Our town’s culture of civic engagement and responsibility is nowhere more evident than in this group of people, and an afternoon of celebration and accolades is very much warranted.

I am happy to answer any questions you have, and look forward to working together to bring this to fruition for all of Brewster’s benefit and enjoyment.

Cape Cod Sea Camps Summer 2023 Events

Brewster Recreation, in partnership with the Bay Property Planning Committee, will be hosting three events on the front lawn of the Bay Property on Main Street this summer. All events are FREE and family friendly. Bring a chair or blanket, a snack, and some bug spray.

Family Friendly DJ Dance Party!

Thursday July 27th
Starting at 6:00pm

Family Movie Night

Friday August 4th
Starting at 8:00pm

Touch-A-Truck

Friday August 25th
Starting at 5:00pm

Brewster Recreation, in partnership with the Pond Property Planning Committee, MA Audubon and Brewster Conservation Trust, will offer guided walking tours at the Pond Property on Long Pond Road.

Events are FREE, but registration is required. Visit the Brewster Recreation website for registration details: www.brewsterma.myrec.com (Current Programs & Offerings)

Walking Tours

Saturday July 29th & September 23rd
Time: 9am

Future Dates TBD

First Light Beach is now open 7 days a week from 7am until 6pm through Labor Day and weekends only from Labor Day through Columbus Day.

Brewster Community Pool is open from 7am to 6pm, through August 20th. Pool membership information available on our website at www.brewster-ma.gov/cape-cod-sea-camps-properties.

Donna Kalinick

From: Peter Lombardi
Sent: Tuesday, June 27, 2023 12:24 PM
To: Amanda Bebrin; Andrea Nevins- COA; Golf Commission; Brewster School Committee; Brian Harrison-ZBA; Chris Easley- NRSC; Clare O-Connor Rice; Cynthia Baran WQRC; David Bennett- BOH; Diana Lamb; Diane Pansire - Housing Part; Doug Erikson; Doug Wilcock- PPPC; E Taylor; Faythe Ellis; Frank Bridges; Jeff Carter- Co Chair ZBA; Jim Trabulsie-HDC; Joan Pernice-BLL; Joseph Sullivan; Katie Miller Jacobus- School Committee; Kim Conn -BHA; Kim Crocker Pearson; Kyle Hinkle; Meg Morris (brewster.recycling@gmail.com); Michael Gradone; Michael Tobin- Conservation; Pete Dahl; Roland Bassett; Sean Parker - Human Services; Sharon Tennstedt _COA; Sophia-Cemetery; Tim Hackert; Tom Rogers
Cc: townmanager; Conor Kenny; Erika Mawn; Select Board
Subject: Select Board Annual Retreat & Strategic Plan
Attachments: Brewster Select Board FY23-24 Strategic Plan FINAL 08.22.pdf; SUMMARY OF REVISIONS IN 2023 DRAFT LCP FINAL 061223.docx; VPC REVISIONS 2023 DRAFT LCP FINAL 061223 Master for Staff Review.docx

Good afternoon all,

I hope this email finds you well as we head into peak summer season. The Select Board is meeting for their annual retreat at the end of next month. The key takeaway from this all-day session will be an update to their Strategic Plan. This plan is broadly intended to reflect and convey our current organizational and community goals for the upcoming 2 fiscal years – once again, it will serve as our guide to prioritizing work in the months ahead. Thanks to the continued outstanding work of your committees & Town staff, we have made substantial progress in many areas this past year.

At this time, we are looking for feedback from your board/committee regarding the goals identified in the attached FY23-24 plan. Should any be modified? Should any be eliminated? Should new goals be considered?

As we have done each of the past four years, your collective input will serve to inform the Board's discussion at their retreat. Note that we have asked for similar feedback from Department Heads as well. This year, we will also be asking for residents to weigh in on Town values and priorities to help inform the Board's decision making.

A few key points to convey:

- Following the results of the March 6 Special Town Meeting, the Select Board voted on March 13 to cease all Town activities associated with design, permitting, and/or construction of a new boardwalk to Wing Island
- Following the results of the November 14 and March 6 Special Town Meetings, the Town has ceased all planning/design work associated with Drummer Boy Park improvements and the Select Board is set to appoint a newly reconstituted Drummer Boy Park Advisory Committee next month who will report back their findings to Town Meeting in Spring 2024
- Following the results of the November 14 and March 6 Special Town Meetings and related Town actions, the Vision Planning Committee (VPC) has spent the last few months making a series of potential changes to the Local Comprehensive Plan (LCP). An updated draft of this document and a summary of the suggested edits is currently under review by Town staff and is attached for your reference. Please note that once staff feedback has been incorporated into the latest draft LCP, the VPC anticipates asking for further community input later this summer in advance of bringing it to Town Meeting this fall.

I look forward to hearing from you at your earliest convenience – ideally by **Friday July 14** - so that your comments can be incorporated into our supporting materials for the retreat.

Thank you for your continued service to the community.

Peter

Peter Lombardi

Town Manager

Town of Brewster

508-896-3701 x. 1128

Brewster Town Offices are open to the public Monday through Thursday from 8:30am to 4:00pm, and by appointment on Fridays.

Select Board FY23-24 Strategic Plan

FINAL APPROVED 08.22.22

Vision Building Block	Goal #	Goal Description	Timeline	Degree of Complexity	Vision Plan / Local Comprehensive Plan	FY22-23 SB Plan	Primary Responsible Party	Other Key Stakeholders
Former Sea Camps Properties	SC-1	Complete discovery phase, including building inventories/ assessments, and continue to implement interim property management plan	FY23	Medium		X	Town Administration and Bay & Pond Property Planning Committees	Town Staff
	SC-2	Continue to develop/refine and implement interim public access/use plans	FY23-24	Higher	X	X	Town Administration and Bay & Pond Property Planning Committees	Select Board; BPPC & PPPC Liaisons, Representatives, and Town Staff
	SC-3	Launch community planning process, engage residents and stakeholders, determine support for constructing new community center on bay property, and develop long-term comprehensive plans for both properties	FY23-24	Higher	X	X	Town Administration and Bay & Pond Property Planning Committees	Select Board; BPPC & PPPC Liaisons, Representatives, and Town Staff
	SC-4	Continue to explore potential short- and long-term partnerships that may mitigate acquisition costs or operating expenses and may provide enhanced services, programs, or amenities for residents	FY23-24	Medium	X	X	Town Administration and Bay & Pond Property Planning Committees	Select Board; BPPC & PPPC Liaisons and Representatives, and Town Staff
Community Character	CC-1	Adopt and implement 5-year Community Preservation Plan and seek adoption of proposed bylaw amendments to support maximum flexibility to fund projects to meet community needs	FY23	Lower		X	Community Preservation Committee	Town Administration; Select Board; Finance Committee; Open Space Committee; Affordable Housing Trust; Historical Commission; Recreation Commission
	CC-2	Identify and evaluate benefits of introducing/ expanding targeted local tax relief options	FY23	Medium	X	X	Finance Team	Select Board; Finance Committee; Board of Assessors; Brewster Association of Part-Time Residents
	CC-3	Complete sociodemographic study to inform next steps in crafting and advancing diversity, equity, and inclusion initiatives	FY23	Lower	X	X	Town Administration	Select Board; Human Resources Dept; Town Staff
Open Space	OS-1	Complete design and implement updated Drummer Boy Park Master Plan Phase I improvements in coordination with Wing Island Boardwalk project	FY23-24	Medium	X	X	Town Administration	Select Board; Natural Resources Commission & Dept; Department of Public Works; Brewster Conservation Trust; Brewster Historical Society
	OS-2	Identify and resolve private party encroachments on Town land	FY23-24	Lower			Town Administration & Natural Resources Dept	Select Board; Conservation Commission; Water Commission & Dept; Brewster Conservation Trust
Housing	H-1	Develop five-year financial plan for Affordable Housing Trust and determine whether additional funding streams should be explored to support housing initiatives at a range of income levels	FY23	Medium	X	X	Affordable Housing Trust & Finance Team	Select Board; Finance Committee; Housing Coordinator
	H-2	Begin implementing updated Housing Production Plan priority strategies	FY23	Medium	X	X	Affordable Housing Trust & Housing Coordinator	Select Board; Planning Board; Housing Partnership; Town Administration; Planner
	H-3	Continue to provide support services to residents, including CDBG housing rehabilitation and childcare vouchers	FY23-24	Medium	X		Housing Coordinator	Select Board; Town Administration; Affordable Housing Trust; Human Services Committee; Council on Aging
	H-4	Advance Millstone Road Community Housing project	FY23-24	Higher	X	X	Town Administration & Housing Coordinator	Select Board; Affordable Housing Trust; Community Preservation Committee; Planning Dept & Zoning Board of Appeals

Select Board FY23-24 Strategic Plan

FINAL APPROVED 08.22.22

Vision Building Block	Goal #	Goal Description	Timeline	Degree of Complexity	Vision Plan / Local Comprehensive Plan	FY22-23 SB Plan	Primary Responsible Party	Other Key Stakeholders
Local Economy	LE-1	Define and provide necessary supports to effectively implement electronic permitting and invest in phased digitization of Town records	FY23	Medium	X	X	Town Administration	Select Board; IT Director; Building Dept; Health Dept; Planning Dept
	LE-2	Continue to host semi-annual roundtable with Town officials, Chamber of Commerce, and local business community to build on increased outreach and communication developed during pandemic	FY23-24	Lower	X	X	Town Administration	Select Board; Town Staff; Chamber of Commerce
	LE-3	Develop Guide to Doing Business in Brewster	FY24	Medium	X		Town Administration	Building Dept; Health Dept; Planning Dept; Natural Resources Dept; Town Clerk; Chamber of Commerce
Coastal Management	CM-1	Complete design and permitting of Wing Island boardwalk	FY23	Higher	X	X	Town Administration	Select Board; Conservation Commission; Natural Resources Commission & Dept; Department of Public Works; Brewster Conservation Trust; Cape Cod Museum of Natural History
	CM-2	Consider merits of Cape Cod Commission's model coastal resiliency bylaws/regulations and potential implementation	FY23-24	Medium	X		Planning Dept	Planning Board; Town Administration; Board of Health & Health Dept; Conservation Commission & Natural Resources Dept; Building Dept
Water Resources	WR-1	Convene a new Water Resources Task Force and develop updated plan and timeline for advancing integrated water quality initiatives, to include addressing DEP's proposed changes to Title V regulations and continuing collaboration with external stakeholders	FY23-24	Higher	X	X	Water Resources Task Force	Town Administration; Select Board; Natural Resources Commission & Dept; Water Commission & Dept; Board of Health & Health Dept; Planning Board & Dept; Finance Committee; Brewster Ponds Coalition
	WR-2	Continue to educate public about new stormwater bylaw/regulations and consider refinements as needed	FY23	Lower	X	X	Planning Dept	Planning Board; Town Administration; Conservation Commission & Natural Resources Dept; Building Dept
Community Infrastructure	CI-1	Determine support for advancing proposed Brewster Ladies Library renovation project	FY23	Lower			Select Board	Town Administration; Brewster Ladies Library Association & Library Dept
	CI-2	Conduct a needs assessment and develop FY24-28 COA (Age Friendly) Community Action Plan	FY23	Medium	X		Council on Aging Board & Dept	Select Board; Town Administration; Bay Property Planning Committee
	CI-3	Work with Nauset School officials to clarify process and timeline of next steps regarding results of Elementary School Consolidation Feasibility Study, especially in relation to other potential Town & School capital investments	FY23	Medium	X	X	Select Board & Town Administration	Brewster School Committee & Nauset Administration; Finance Committee
	CI-4	Complete Millstone Road project final design/ permitting and create Road Capital Prioritization Plan	FY22-23	Higher	X	X	DPW Director & Town Administration	Select Board; Finance Committee
	CI-5	Develop policy to clarify provision of Town services on private roads and consider potential amendments to private road betterment bylaw	FY23-24	Medium			DPW Director & Town Administration	Select Board; Public Safety Team; Planning Dept & Planning Board; Finance Team

Select Board FY23-24 Strategic Plan

FINAL APPROVED 08.22.22

Vision Building Block	Goal #	Goal Description	Timeline	Degree of Complexity	Vision Plan / Local Comprehensive Plan	FY22-23 SB Plan	Primary Responsible Party	Other Key Stakeholders
Governance	G-1	Establish and communicate budget capacity to Nauset School officials based on the Town's current and long-term fiscal sustainability	FY23	Medium		X	Select Board & Town Administration	Finance Committee & Finance Team; Nauset Regional School Committee; Brewster School Committee; Nauset School Administration; Nauset region Town officials
	G-2	Launch new Town website and identify preferred enhancements to current communications model	FY23	Medium	X	X	Town Administration	Select Board; IT Dept; BGTV
	G-3	Establish process to revise Brewster Town seal & draft related use policy	FY23-24	Medium			Select Board	Town Administration & Town Staff
	G-4	Evaluate potential amendments to noise bylaw and/or develop entertainment license regulations	FY23	Lower			Select Board & Town Administration	Town Staff
	G-5	Finalize, adopt, and implement Local Comprehensive Plan and monitor progress	FY23-24	Medium	X	X	Vision Planning Committee, Select Board, and Planning Board	Planning Dept; Town Administration; Town Staff
	G-6	Develop and launch capital budget and other transparency features of new online platform to continue to improve accessibility of Town finances	FY23	Medium	X	X	Finance Team	Select Board; Finance Committee
	G-7	Support Human Resource Department by: 1. Continuing to implement findings from HR audit, including development of employee handbook 2. Continuing to monitor and support employee wellness 3. Creating programs to recognize Town staff/volunteers for their community service	FY23-24	Medium	X	X	Town Administration	Select Board; Human Resources
	G-8	Identify priority areas to increase organizational capacity to meet enhanced service needs and expanded project demands and develop long-term financing plan to fund necessary personnel	FY23-24	Medium	X	X	Town Administration & Finance Team	Select Board; Finance Committee; Town Staff
	G-9	Consider need for and structure of new Parks & Recreation Department responsible for management of Drummer Boy Park, former Sea Camps, Dog Park, and other existing recreational amenities/programs	FY23-24	Higher	X	X	Town Administration	Select Board; Finance Team; Human Resources; Recreation Dept & Commission; Natural Resources Dept; Department of Public Works
	G-10	Develop standard criteria and process to evaluate potential land acquisitions and consider establishing municipal land acquisition committee	FY23	Medium	X		Select Board	Town Administration; Open Space Committee; Affordable Housing Trust; Water Commission
Climate Mitigation & Adaptation	CA-1	Develop and implement updated staffing and committee model that reflects the Town's commitment to comprehensively advancing energy, climate change, and resiliency initiatives	FY23	Medium	X		Town Administration	Select Board; Energy Committee & Manager
	CA-2	Develop net zero energy roadmap	FY24	Higher	X	X	Town Administration	Energy Committee & Manager; Select Board; Facilities Manager
Solid Waste Management	SW-1	Complete site assessment and determine next steps to improve Department of Public Works and Recycling Center property and facilities	FY23	Lower	X		DPW Director	Town Administration; Select Board; Recycling Commission
	SW-2	Continue hydration station installation project	FY23-24	Lower		X	Water Superintendent	Town Administration; Select Board; Recycling Committee; Water Commission; Facilities Manager



Town of Brewster

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MINUTES OF THE BAY PROPERTY PLANNING COMMITTEE MEETING

DATE: June 20, 2023

TIME: 4:00 PM

PLACE: Hybrid Participation – Zoom/2198 Main Street, Brewster, MA

PARTICIPANTS: Town Manager Peter Lombardi, Chair Amanda Bebrin, Selectperson Mary Chaffee, Selectperson David Whitney, Karl Fryzel, Katie Jacobus, Caroline McCarley, Thomas Wingard, Patricia Hughes, Peter Johnson, John Phillips (remote), Clare O'Connor-Rice; Liaisons/Representatives: Jan Crocker, Sharon Tennstedt, Bill Meehan, Kathleen Walker, Gary Christen, Roger O'Day; Town Staff: Mike Gradone (Recreation Department Director), Elton Cutler (COA Director), Griffin Ryder (DPW Director); Reed Hilderbrand Consultants: Elizabeth Randall, Madeleine Aronson

Call to Order, Declaration of a Quorum, Meeting Participation Statement and Recording Statement:

Amanda Bebrin called the meeting to order at 4:00 pm and read the meeting participation and recording statements. Ms. Bebrin announced all members of the committee who were present, a quorum was declared. There were no public announcements or comments.

Public Announcements and Comments

None

Review and Discuss Findings from First Community Forum & Resident Survey

Ms. Bebrin introduced Elizabeth Randall from Reed Hilderbrand. Ms. Randall provided a summary of feedback received from residents at the first public forum, held on May 20th, and from the subsequent online survey which was conducted from May 25th through June 4th, 2023. Ms. Randall explained that the packet prepared for the committee focused on the key interests as expressed by residents at the first community forum and the follow-up survey. Madeleine Aronson stated that 400 people attended the forum. 1367 people responded to the survey, only 20 of these people were non-residents. Of the remainder, 72% were full-time residents, and 28% part-time. Ms. Aronson then listed a number of key interests for bay property use expressed at the both the forum and the survey, such as the construction of a community center, the provision of recreation opportunities for all ages and abilities, and re-using existing buildings and amenities where feasible.

Clare O'Connor-Rice asked if Reed Hilderbrand weighed the responses at the forum and in the survey – did responses at the forum, for instance, get greater priority over survey responses? Ms. Randall responded that presence at the forum was not weighed more heavily than survey responses, but it is interesting to note that some priorities, such as housing, were prioritized more at the forum than in the survey. Mr. Lombardi added that this survey collection was an art not a science – committee members need to provide feedback on whether they feel these themes identified by the consultants ring true.



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Jan Crocker asked if the key interests in the packet were randomized or listed in order of importance. Ms. Randall responded that this list was created from Reed Hilderbrand's reading of the data, and the themes were not listed in order of priority. Selectperson Mary Chaffee complimented Reed Hilderbrand on the quality of the summary packet that was put together. Selectperson Chaffee added that 13.1% of Brewster voters took part in the forum and survey, and this is a good community response, but we need more residents engaged for future forums and surveys.

Katie Jacobus said the use of language was occasionally confusing in the feedback packet. "Town" and "respondents" were used interchangeably to mean Brewster residents, but the word "Town" is traditionally used to refer to Town government.

Karl Fryzel noted that in the survey and the summary of the forum there seemed to be strong interest among residents in the use of the property for creative arts, including the use of the existing cabins for artists to stay in, but he did not see this reflected in the list of "key interests". Ms. Randall said that she agreed there was an interest among survey participants in the use of the property for the creative arts, but it may not have been as high a priority as other ideas – it was, however, referenced in the packet – they will look at this more closely. Ms. Aronson said that it may have come through stronger in comments than was reflected in the actual data, but they will reexamine this. Ms. O'Connor-Rice concurred that the response in this particular category was weaker than she expected, but that this might be explained by the fact that this is artists' busy time of year, and they may not have had time to respond to the survey. She suggested inviting local artists to the property to ask for their feedback on possible uses. Thomas Wingard stated that the number of stickers used during the forum suggests that there was strong resident interest in the use of the property for creative arts.

Selectperson Chaffee commented on the survey results, noting that the second most frequently checked item was "Community Center", but many of the other items listed would fit within a Community Center. Mr. Fryzel asked Reed Hilderbrand consultants for their views on what is worth taking inspiration from in similar facilities, such as the Harwich Community Center or the Wellfleet Audubon Center. Ms. Randall responded that the Harwich Community Center is a large facility, and something of this scale could not be housed in one of the existing buildings on the bay property at present. Residents would have to consider whether they would want to sacrifice community character in order to construct this type of building on site, or, alternatively, spread the amenities it contains out over existing buildings. Mr. Fryzel responded that other sites, based on the list provided by Reed Hilderbrand, should be discussed by committee members to see what models are desirable for the bay property. Ms. O'Connor-Rice added that, in terms of artist residency, the dune shacks in Provincetown could be looked at for inspiration.

Sharon Tennstedt commented that the Harwich Community Center was a desirable model for many residents several years ago. A community forum was held in Brewster at one point that involved the director of the Harwich Community Center explaining how the center was constructed – residents liked the idea of the COA and the Recreation Department being under the same roof. Mr. Lombardi noted that making residents aware of the condition of the current structures in terms of usability will be an important step



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before the next forum. There is interest among residents in the idea of a partnership with Mass Audubon on the Bay Property – we need to explore what this would look like and see if residents would support it.

Ms. Bebrin said that interest in seasonal workforce housing is tied to the idea of reusing buildings. It is more complicated than simply reusing the existing cabins – good information needs to be provided to residents about this process. Pat Hughes said that opening up the campus to a greater degree at the next forum would be helpful, and working with consultants to identify the structures in the best shape for residents to view will also be important.

Ms. Jacobus asked if it was fair to say that the first community forum was the “brainstorming” session, while the second forum will explore what is feasible. Ms. Randall explained that this was correct. Ms. McCarley noted that one aspect of “feasibility” is cost – this is something that residents will be concerned about, and asked when this will be discussed by the committee. Mr. Lombardi responded that the costing piece will come between the second and third forum – once feedback has been received from residents about what they want to happen. At the third forum, the cost of community preferences will be presented by Reed Hilderbrand.

Ms. O’Connor-Rice suggested that committee members should put their professional backgrounds to use to work on revenue generating ideas that can be considered by residents at a future forum. Selectperson Chaffee stated that video and photography could be used to help inform residents about feasible uses of the property. Gary Christen said that the idea of the Community Center is much larger than just the bay property – the bay property is inadequate for a Harwich-style Community Center. Mr. Christen added that resident interest in the use of the property for the creative arts was notable, but not as significant as previous speakers have suggested. Ms. Bebrin responded that the committee’s charge had been amended to examine whether or not the community would like a Community Center on the bay property – if the answer to this question ultimately ends up being “no”, then it will need to be sited elsewhere. Mr. Fryzel added that it may not be feasible to construct a Harwich-style Community Center, but a Community Center still needs to be examined as a use idea. Mr. Fryzel stated that the administrative building should be opened to the public – once residents can see inside, they will likely be surprised by its condition and how much work it needs.

Ms. McCarley asked if the consultants received any interesting outlier comments through the forum or community survey. Ms. Aronson responded with some examples of suggestions Reed Hilderbrand had looked at that might fit this description: siting breweries on the property, building an orchard, constructing a ski slope.

Discuss Resident Outreach Opportunities at Brewster Conservation Day & Other Town Events

The Bay Property Committee will have a joint table with the Pond Property Committee at Brewster Conservation Day, which is taking place from 9:30am till 1:30pm on July 8, 2023 at Drummer Boy Park. Ms. Bebrin asked if committee members are available to volunteer. Ms. Hughes, Ms. Jacobus, Mr. Johnson and Mr. Whitney volunteered to help staff the table. Selectperson Chaffee suggested that a large poster depicting the three phases of the development process would be good to include at this event. Mr. Lombardi



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responded that some materials from the last forum of this nature could be repurposed. Mr. Fryzel asked for confirmation of the date of the next public forum – Mr. Lombardi responded that it will be held on Saturday, August 5.

The DJ Dance Party, the Touch-a-Truck, the Family Movie Night are taking place on the property this summer – these are good opportunities for committee members to be on site to talk to residents and answer questions. Ms. Bebrin will be contacting committee members to discuss their availability to volunteer at these events.

Update on First Light Beach & Brewster Community Pool

Mr. Lombardi stated that the use and management of First Light Beach is going well so far this summer. In terms of the pool, just under 650 pool passes have been sold to date – almost 250 of these were family passes. On Friday June 16 and Saturday June 17, guest passes were available for sale at the Arts Center – roughly 110 guest passes have been sold, and another opportunity to purchase these will be held on June 30. Around \$85,000 in revenue has been brought in so far from the sale of pool passes. The ribbon cutting ceremony for the pool will take place on June 26.

Mr. Fryzel asked for an update on the pool furniture. Mr. Lombardi responded that delivery of the pool furniture has been delayed – the delivery is now planned for mid-to-late July. The picnic tables and umbrellas have arrived, but the loungers, side tables, chairs and round tables have not yet arrived. Interim replacement loungers will be at the pool in the meantime. Mr. Lombardi praised the DPW staff, Ed Barber, and Tom Thatcher for their hard work to open the pool on schedule. Ms. O'Connor-Rice praised Mr. Gradone for his ability to recruit lifeguards in time for the pool to open.

Review Upcoming Approved Interim Uses and Vote on Proposed New Interim Uses

Mr. Fryzel moved to approve Camp Wingate Kirkland's request to cut across the bay property during the course of a planned beach hike. Ms. Hughes second. A roll call vote was taken. Selectperson Chaffee – yes, Selectperson Whitney – yes, Pat Hughes – yes, Karl Fryzel – yes, Caroline McCarley – yes, Katie Jacobus – yes, Clare O'Connor-Rice – yes, Thomas Wingard – yes, Amanda Bebrin – yes, Peter Johnson – yes, John Phillips – yes.

Katie Jacobus said she has spoken to the gentleman who began the "Da Hedge" event, Otis Moyer, and learned from him how it grew in prominence in Brewster over the years. Previous campers have said they have positive feelings about bringing it back. This year it would be on Sunday, August 6 from roughly 7.00am to 9.30am. Mr. Fryzel moved to approve use of the property to hold the "Da Hedge" event. Ms. McCarley second. A roll call vote was taken. Selectperson Chaffee – yes, Selectperson Whitney – yes, Pat Hughes – yes, Karl Fryzel – yes, Caroline McCarley – yes, Katie Jacobus – yes, Clare O'Connor-Rice – yes, Thomas Wingard – yes, Amanda Bebrin – yes, Peter Johnson – yes, John Phillips – yes.

Selectperson Whitney suggested that the open house committee volunteer event in the fall should also be an opportunity for Town departments to explain their purpose and how they function.



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Vote on Meeting Minutes: June 6, 2023

Ms. Jacobus moved to approve meeting minutes from June 6, 2023. Ms. Hughes second. A roll call vote was taken. Selectperson Chaffee – yes, Selectperson Whitney – yes, Pat Hughes – yes, Karl Fryzel – yes, Caroline McCarley – yes, Katie Jacobus – yes, Clare O'Connor-Rice – yes, Thomas Wingard – yes, Amanda Bebrin – yes, Peter Johnson – yes, John Phillips – yes.

Discuss Future Meeting Agenda Items

Ms. Bebrin noted that the second public forum will be discussed at the next committee meeting.

Next Meetings

July 11 (4:30 start time) and July 25, 2023

Matters Not Reasonably Anticipated by the Chair:

Ms. Bebrin thanked Selectperson Chatelain for his service on this committee over the last year.

Adjournment

Selectperson Chaffee moved to adjourn at 5:36 pm. Mr. Fryzel second. A roll call vote was taken. Selectperson Chaffee – yes, Selectperson Whitney – yes, Pat Hughes – yes, Karl Fryzel – yes, Caroline McCarley – yes, Katie Jacobus – yes, Clare O'Connor-Rice – yes, Thomas Wingard – yes, Amanda Bebrin – yes, Peter Johnson – yes, John Phillips – yes.

Respectfully submitted by Conor Kenny, Project Manager

Approved: _____ Signed: _____

Accompanying Documents in Packet: Agenda, Community Forum Feedback Packet, Email Re: Camp Wingate, Upcoming Sea Camps Events Flyer, BPPC Minutes 6.6.23

A free and fun event
for the whole family

12TH
ANNUAL

Brewster Conservation Day

JULY
8
2023

9:30
TILL
1:30

DRUMMER BOY PARK

40 exhibitors - puppet show - Trevor the Juggler
passport game for kids
learning and fun in the sun



brewsterconservationtrust.org

TOWN OF BREWSTER, MASSACHUSETTS

CONTRACT DOCUMENTS
FOR

**Former .22 Caliber Shooting Range
Soil Remediation Project
Portion of 3057 Main Street
Brewster, MA 02631**

July 2023

Town of Brewster

Brewster Town Hall

2198 Main Street

Brewster, MA 02631

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- Attachment B - Notice of Award
- Attachment C - Notice to Proceed
- Attachment D - Change Order Form

SECTION 00020
INVITATION FOR BIDS

Sealed bids for furnishing .22 Caliber Shooting Range Soil Remediation will be received at the Office of the Town Manager, Brewster Town Hall, 2198 Main St., Brewster, MA 02631 until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms may be obtained at our website <https://www.brewster-ma.gov/procurement-services> or at the Office of the Town Manager, Monday through Thursday between 8:30 a.m. and 4:00 p.m., Fridays by appointment.

Bids will be opened in the Office of the Town Manager on at 11:00 a.m. on August 9, 2023. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

Pre-Bid Conference and Site Visit will be held at 3057 Main Street, Brewster, MA at 11:00 a.m. on Wednesday July 26, 2023. It is highly recommended that all prospective bidders have a representative in attendance.

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

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

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

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

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

The Town of Brewster
By: Peter Lombardi, Town Manager

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Brewster, Massachusetts, herein called the Owner, acting by and through its Town Manager, will receive sealed Bids for the project known as the Former .22 Caliber Shooting Range Soil Remediation Project.

General bids shall be addressed to the Office of the Town Manager, Brewster Town Hall, 2198 Main St. Brewster, MA 02631 and endorsed "Bid for Former .22 Caliber Shooting Range Soil Remediation Project" (Project) will be received at the Office of the Town Administrator until 11:00 a.m. prevailing time, on August 9, 2023, at which time and place said bids will be publicly opened and read aloud.

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

2. Location and Work to be Done

The Work consists of Soil Remediation and all work incidental thereto, in accordance with the Specifications and conceptual plans attached hereto.

Additional drawings showing details in accordance with which the Project is to be completed may be furnished by addendum from time to time during the bidding period by the Owner or its Environmental Consultant and shall then become a part of the Contract Documents.

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

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

3. Preparation of Bid

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

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

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

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

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

Bid signatures will be checked.

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

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

5. Modification

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

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

6. Ability and Experience of Bidder

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

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

7. Conditions of Work

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

8. Addenda and Interpretations

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

Every request for such interpretation should be in writing addressed to Donna J. Kalinick, Procurement Officer, dkalinick@brewster-ma.gov, Brewster Town Hall, 2198 Main Street, Brewster, MA 02631, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be e-mailed or mailed to all prospective bidders (at the respective address furnished by them for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

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

10. Power of Attorney

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

11. Laws and Regulations

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

12. Liquidated Damages for Failure to Enter into Contract

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

13. Obligation of Bidder

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

14. Information Not Guaranteed

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

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

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

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

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

17. Time for Completion

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

18. Comparison of Bids

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

19. Award of Contract

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

20. Statutes Regulating Competitive Bidding

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

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

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

23. Insurance

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

24. Project Manager

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

SECTION 00300

FORM FOR GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

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

() a partnership

() a joint venture

() an individual
doing business as _____

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

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as "Former .22 Caliber Shooting Range Soil Remediation Project", having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 90 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of (\$1,000.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda numbered _____.

C)

1. The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the proposed contract price of:

_____ dollars (\$_____).
(in words) (in numbers)

2. The subdivision of the proposed contract price is as follows:

Item 1. Submittals (lump sum) (\$_____).
(in numbers)

Item 2. Demolition and Disposal of BB Gun & .22 Caliber Shooting Enclosures (lump sum) (\$_____).
(in numbers)

Item 3. Excavation, Loading, & Site Control (lump sum) (\$_____).
(in numbers)

Item 4. Transportation and Disposal of Soil With TCLP Lead > 5 mg/L Out of State or Out-of Country Landfill
(cost per ton)

Assume 350 Tons x (\$_____) = (\$_____).
(in numbers) (in numbers)

Item 5. Transportation and Landfill Reuse or Disposal of Soil With TCLP Lead < 5 mg/L In-State Landfill Alternative
(cost per ton)

Assume 575 Tons x (\$_____) = (\$_____).
(in numbers) (in numbers)

Reserved Item. Transportation and Landfill Reuse or Disposal of Soil With TCLP Lead < 5 mg/L

Out of State Landfill Alternative
(cost per ton)

Assume 575 Tons x (\$_____) = (\$_____).
(in numbers) (in numbers)

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

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

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

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

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

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

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

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

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

(attach a supplementary list, if necessary)

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

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference:

(Name)

(Bank)

(Address)

(Telephone No.)

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

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

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

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

Date: _____

Respectfully submitted:

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

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

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

TAX COMPLIANCE

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

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

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

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

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____,

2023, by and between the party of the first part, the Town of Brewster, hereinafter called "OWNER," acting herein through its Town Manager, and the party of the second part, _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation) located in the *(City) (Town) of Brewster, County of Barnstable, and State of MA, hereinafter called "CONTRACTOR."

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

"Former .22 Caliber Shooting Range - Soil Remediation Project", hereinafter called the Project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, Section 00750 SUPPLEMENTARY GENERAL CONDITIONS and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Owner.

*Strike out inapplicable term.

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

The CONTRACTOR further agrees to fully complete the project within 90 consecutive calendar days of the date of the notice to proceed.

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

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

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

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

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

AGREED:

Town of Brewster, Massachusetts
(OWNER)

By _____

Peter Lombardi

(Name)

Town Manager/CPO
(Title)

(CONTRACTOR)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By: KP LAW
(Owner's Counsel)

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

By _____
Mimi Bernardo, Finance Director
(Name)

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

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

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

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

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

VOTED: To authorize and empower

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

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

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____

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

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

TAX COMPLIANCE

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

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

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

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

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00610

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

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

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

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

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

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

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

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

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

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

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

ATTEST:

_____ By _____
Surety
(Attorney-in-Fact)

_____ (SEAL)
Witness as to Surety

(Address-Zip Code)

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

SECTION 00700

GENERAL CONDITIONS

Insert EJDC No. C-700 (2007 edition)

3This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

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

1.02 *Terminology*

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to

complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners,

employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions* – **SEE SUPPLEMENTAL CONDITIONS**

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

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

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
 - D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
 - E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
 - F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.
 - G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the

Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds - SEE SUPPLEMENTAL CONDITIONS

- ~~A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.~~
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance* - **SEE SUPPLEMENTAL CONDITIONS**

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance* - **SEE SUPPLEMENTAL CONDITIONS**

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

5.06 *Property Insurance* - **SEE SUPPLEMENTAL CONDITIONS**

- ~~A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~
- ~~1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;~~
 - ~~2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;~~
 - ~~3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~
 - ~~4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;~~
 - ~~5. allow for partial utilization of the Work by Owner;~~
 - ~~6. include testing and startup; and~~

- ~~7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.~~
- ~~B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~
- ~~C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.~~
- ~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- ~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

5.07 *Waiver of Rights*

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

Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

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

equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others* - **SEE SUPPLEMENTAL CONDITIONS**

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes* - **SEE SUPPLEMENTAL CONDITIONS**

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by

Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible

with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that

is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

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

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

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

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

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

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative* - **SEE SUPPLEMENTAL CONDITIONS**

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a

result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers'

compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

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- ~~b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

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

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is

found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to

an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor

that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

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

14.09 Waiver of Claims

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
 - D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
 - E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
 - F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

17.02 Computation of Times

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

17.03 Cumulative Remedies

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

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTAL CONDITIONS

Page

1. Supplementary General Conditions to EJCDC No. C-700, 2007 Edition
2. Prevailing Wage Rates
3. Insurance Requirements

Attachment A - Wage Rates and Certificate of Compliance

Attachment B- Notice of Award

Attachment C- Notice to Proceed

Attachment D- Form of Change Order

**AMENDING THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
PREPARED BY ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
(EJCDC NO. C-700, 2007 EDITION)**

(Sub) Paragraph

No.

2.01B Delete this paragraph and substitute the following:

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

2.03 Delete the last sentence.

3.02A.1 Delete the phrase starting “shall mean” through the end of this sentence and substitute the following:

shall mean the standard, specification, manual, code, or Laws or Regulations in effect and applicable at the time in question, except as may be otherwise specifically stated in the Contract Documents.

3.03A.3 Delete this paragraph and replace with the following:

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

4.01A Delete the last sentence.

4.01B Delete this subparagraph in its entirety.

4.03C.3 Delete this subparagraph in its entirety.

4.04B.2 Delete the phrase “or not shown or indicated with reasonable accuracy” following the word “indicated.” Delete the last sentence.

- 4.06C Add the following to the first sentence: “unless CONTRACTOR caused or contributed to such Hazardous Environmental Condition.”
- 4.06D Delete the last sentence.
- 4.06E Delete the last sentence.
- 4.06F Delete the second sentence.
- 4.06G Delete this subparagraph in its entirety.
- 4.06H Delete the last sentence.
- 5.03B Delete this subparagraph in its entirety.
- 5.04B.7 Insert the following new subparagraph:
7. “all coverage shall be written on an occurrence basis.
- 5.06A Delete this subparagraph in its entirety and substitute the following:
- Owner may, in its discretion, purchase and maintain property insurance upon the Work at the Site.
- 5.06B Delete this subparagraph in its entirety.
- 5.06D Delete this subparagraph in its entirety and substitute the following:
- The risk of loss within any identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser’s own expense.
- 5.07A Delete all text after the first sentence.
- 5.07B Delete this subparagraph in its entirety.
- 5.07C Delete this subparagraph in its entirety.
- 5.08 Delete this paragraph in its entirety.
- 5.09 Delete this paragraph in its entirety.

- 5.10 Delete this paragraph in its entirety and substitute the following:
- OWNER may occupy or use a portion of the Work prior to Substantial Completion.
- 6.05A Add the following to the second sentence “, and in accordance with G.L. c.30, §39M.”
- 6.06F Insert the following at the beginning of this subparagraph:
- “Except as required by and indicated in the specifications and contract documents pursuant to G.L. c.149, §44F,”
- 6.07A Delete the second sentence.
- 6.09C Delete the last sentence.
- 6.13E Delete the text in parentheses at the end of the first sentence.
- 6.20A Delete the parenthetical phrase “(other than the Work itself).”
- 6.20.A Change the phrase “negligent act or omission” to “negligent or wrongful act or omission.”
- 7.01.A.2 Delete this subparagraph in its entirety.
- 7.01.B Delete the last sentence.
- 7.02 Delete this paragraph in its entirety.
- 8.02 Delete the phrase “to whom CONTRACTOR makes no reasonable objection.”
- 8.07 Delete this paragraph in its entirety.
- 8.09 Insert the following after the first sentence: “However, the OWNER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”
- 9.02B Insert the following at the end of this subparagraph: “However, the ENGINEER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

- 9.03 Delete the last sentence.
- 9.04 Delete the last sentence.
- 9.08C Delete the final phrase “subject to the provisions of paragraph 10.05.”
- 9.09B Insert the following after the first sentence:
- “However, the ENGINEER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”
- 10.03A.3 Delete this subparagraph in its entirety.
- 11.01A.5 Delete subparagraphs a, b, d, e, f, g, and h.
- 11.02 Delete this paragraph in its entirety.
- 12.01B.3 Delete the last phrase “(determined as provided in paragraph 12.01.C).”
- 12.01C.2 Delete this subparagraph in its entirety.
- 12.03B Delete this subparagraph in its entirety.
- 12.03F Insert the following new subparagraph:
3. Delays caused by or within the control of the OWNER. In such event, the CONTRACTOR’S sole remedy shall be an extension of the Contract Time. Notwithstanding anything to the contrary in the Contract Documents, Contractor shall not be eligible for any increase in the Contract Price/Sum on account of any delay in the work, no matter by whom such delay is caused, and Contractor shall make no claim for such an increase, whether such claim is styled as a claim for delay damages, acceleration of work, loss of production, or otherwise.
- 13.01 Delete the word “Prompt” at the beginning of the subparagraph.
- 13.03F Delete the balance of this subparagraph after the words “CONTRACTOR’s expense.”
- 13.04D Delete this subparagraph in its entirety.

- 13.08 Delete the fourth sentence.
- 13.09C Delete the second sentence.
- 14.02A.1 Delete the first phrase prior to the words, "Contractor shall" and substitute in place thereof the following: "On a monthly basis and in accordance with G.L. c.30, §39G,".
- 14.02A.3 Delete this subparagraph and substitute the following: "Retainage shall be in accordance with G.L. c.30, §39G.
- 14.02C Delete this subparagraph and substitute the following:

Payment shall be made in accordance with G.L. c.30, §39G.
- 14.02D.2 Delete the words "immediate" and "promptly".
- 14.02D.3 Delete this subparagraph in its entirety.
- 14.04C Delete the third sentence and substitute the following:

"OWNER shall review the tentative certificate and make written objection to ENGINEER as to any provisions of the certificate or attached list."

Delete the phrase "within 14 days after submission of the tentative certificate to OWNER" in the fourth sentence. Delete the phrase "within said 14 days" in the fifth sentence.
- 14.05 Delete the phrase "subject to the following conditions" at the end of the first sentence and delete subparagraphs 1 and 2 in their entirety.
- 14.07B.1 Delete the phrase "within ten days after receipt of the final Application for Payment," in the first sentence.
- 14.07C Delete this subparagraph in its entirety and substitute the following:

Final payment shall be made in accordance with G.L. c.30, §39G.
- 14.09A.1 Delete this subparagraph in its entirety.
- 15.01 Delete this subparagraph in its entirety and substitute the following:

OWNER may suspend the work or any portion thereof in accordance with G.L. c.30, §390.

- 15.03A Delete from subparagraph 1 the phrase “including fair and reasonable sums for overhead and profit on such Work;” and from subparagraph 2 the phrase “plus fair and reasonable sums for overhead and profit on such expenses”; and delete subparagraphs 3 and 4 in their entirety.
- 15.04B Delete the last sentence.

SUPPLEMENTAL CONDITIONS

§ SC 1.1 INTRODUCTION

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

§ SC 2.1 PREVAILING WAGE

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

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

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

- A. The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
 - 1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts,
 - 2. Claims for damages because of bodily injury, occupational sickness or disease or death of his employees, and claims insured by usual personal injury liability coverage,
 - 3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than employees, and claims insured by usual injury liability coverage, and
 - 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefore.

- B. The insurance required by the above Subparagraph A shall be written for not less than the following minimum limits of liability:
 - 1. Workers' Compensation:
Statutory
Employers Liability:
\$1,000,000.00

 - 2. Comprehensive General Liability:
Each Person/Each Occurrence:
Bodily Injury
\$1,000,000.00/\$2,000,000.00
Each Occurrence/Aggregate:
Property Damage (X,C, & V Coverage)
\$1,000,000.00/\$2,000,000.00

 - 3. Comprehensive Automobile Liability:

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

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

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

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

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

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

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

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

SECTION 00850

Incorporation of Applicable Provisions of the
Massachusetts General Laws

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

"ATTACHMENT A"

[Wage Rates]



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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: Town of Brewster

Contract Number:

City/Town: BREWSTER

Description of Work: remediation work at the former camp range

Job Location: 3057 Main Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
	06/01/2024	\$40.44	\$9.40	\$16.89	\$0.00	\$66.73
	12/01/2024	\$41.77	\$9.40	\$16.89	\$0.00	\$68.06
	06/01/2025	\$43.16	\$9.40	\$16.89	\$0.00	\$69.45
	12/01/2025	\$44.54	\$9.40	\$16.89	\$0.00	\$70.83
	06/01/2026	\$45.98	\$9.40	\$16.89	\$0.00	\$72.27
	12/01/2026	\$47.42	\$9.40	\$16.89	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
	06/01/2024	\$40.44	\$9.40	\$16.89	\$0.00	\$66.73
	12/01/2024	\$41.77	\$9.40	\$16.89	\$0.00	\$68.06
	06/01/2025	\$43.16	\$9.40	\$16.89	\$0.00	\$69.45
	12/01/2025	\$44.54	\$9.40	\$16.89	\$0.00	\$70.83
	06/01/2026	\$45.98	\$9.40	\$16.89	\$0.00	\$72.27
	12/01/2026	\$47.42	\$9.40	\$16.89	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
2	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
3	70	\$33.16	\$7.07	\$14.23	\$0.00	\$54.46
4	75	\$35.53	\$7.07	\$15.24	\$0.00	\$57.84
5	80	\$37.90	\$7.07	\$16.25	\$0.00	\$61.22
6	85	\$40.26	\$7.07	\$17.28	\$0.00	\$64.61
7	90	\$42.63	\$7.07	\$18.28	\$0.00	\$67.98
8	95	\$45.00	\$7.07	\$19.32	\$0.00	\$71.39

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2023	\$60.35	\$11.49	\$22.34	\$0.00	\$94.18
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	08/01/2023	\$62.40	\$11.49	\$22.34	\$0.00	\$96.23
	02/01/2024	\$63.65	\$11.49	\$22.34	\$0.00	\$97.48
	08/01/2024	\$65.75	\$11.49	\$22.34	\$0.00	\$99.58
	02/01/2025	\$67.05	\$11.49	\$22.34	\$0.00	\$100.88
	08/01/2025	\$69.20	\$11.49	\$22.34	\$0.00	\$103.03
	02/01/2026	\$70.55	\$11.49	\$22.34	\$0.00	\$104.38
	08/01/2026	\$72.75	\$11.49	\$22.34	\$0.00	\$106.58
	02/01/2027	\$74.15	\$11.49	\$22.34	\$0.00	\$107.98

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.18	\$11.49	\$22.34	\$0.00	\$64.01
2	60	\$36.21	\$11.49	\$22.34	\$0.00	\$70.04
3	70	\$42.25	\$11.49	\$22.34	\$0.00	\$76.08
4	80	\$48.28	\$11.49	\$22.34	\$0.00	\$82.11
5	90	\$54.32	\$11.49	\$22.34	\$0.00	\$88.15

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.20	\$11.49	\$22.34	\$0.00	\$65.03
2	60	\$37.44	\$11.49	\$22.34	\$0.00	\$71.27
3	70	\$43.68	\$11.49	\$22.34	\$0.00	\$77.51
4	80	\$49.92	\$11.49	\$22.34	\$0.00	\$83.75
5	90	\$56.16	\$11.49	\$22.34	\$0.00	\$89.99

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	06/01/2023	\$44.73	\$9.40	\$17.97	\$0.00	\$72.10
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$45.98	\$9.40	\$17.97	\$0.00	\$73.35
	06/01/2024	\$47.46	\$9.40	\$17.97	\$0.00	\$74.83
	12/01/2024	\$48.93	\$9.40	\$17.97	\$0.00	\$76.30
	06/01/2025	\$50.43	\$9.40	\$17.97	\$0.00	\$77.80
	12/01/2025	\$51.93	\$9.40	\$17.97	\$0.00	\$79.30
	06/01/2026	\$53.48	\$9.40	\$17.97	\$0.00	\$80.85
	12/01/2026	\$54.98	\$9.40	\$17.97	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2023	\$45.12	\$9.33	\$19.97	\$0.00	\$74.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.56	\$9.33	\$1.73	\$0.00	\$33.62
2	60	\$27.07	\$9.33	\$1.73	\$0.00	\$38.13
3	70	\$31.58	\$9.33	\$14.78	\$0.00	\$55.69
4	75	\$33.84	\$9.33	\$14.78	\$0.00	\$57.95
5	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
6	80	\$36.10	\$9.33	\$16.51	\$0.00	\$61.94
7	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18
8	90	\$40.61	\$9.33	\$18.24	\$0.00	\$68.18

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.71/ 3&4 \$36.93/ 5&6 \$56.82/ 7&8 \$63.06

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17
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All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD)	07/01/2023	\$50.59	\$12.75	\$22.74	\$0.87	\$86.95
	01/01/2024	\$51.73	\$12.75	\$22.74	\$0.87	\$88.09

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.30	\$12.75	\$15.49	\$0.00	\$53.54
2	60	\$30.35	\$12.75	\$22.74	\$0.87	\$66.71
3	65	\$32.88	\$12.75	\$22.74	\$0.87	\$69.24
4	70	\$35.41	\$12.75	\$22.74	\$0.87	\$71.77
5	75	\$37.94	\$12.75	\$22.74	\$0.87	\$74.30
6	80	\$40.47	\$12.75	\$22.74	\$0.87	\$76.83
7	90	\$45.53	\$12.75	\$22.74	\$0.87	\$81.89

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.87	\$12.75	\$15.49	\$0.00	\$54.11
2	60	\$31.04	\$12.75	\$22.74	\$0.87	\$67.40
3	65	\$33.62	\$12.75	\$22.74	\$0.87	\$69.98
4	70	\$36.21	\$12.75	\$22.74	\$0.87	\$72.57
5	75	\$38.80	\$12.75	\$22.74	\$0.87	\$75.16
6	80	\$41.38	\$12.75	\$22.74	\$0.87	\$77.74
7	90	\$46.56	\$12.75	\$22.74	\$0.87	\$82.92

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$55.35	\$14.75	\$16.15	\$0.00	\$86.25
	12/01/2023	\$56.63	\$14.75	\$16.15	\$0.00	\$87.53
	06/01/2024	\$57.95	\$14.75	\$16.15	\$0.00	\$88.85
	12/01/2024	\$59.43	\$14.75	\$16.15	\$0.00	\$90.33
	06/01/2025	\$60.76	\$14.75	\$16.15	\$0.00	\$91.66
	12/01/2025	\$62.23	\$14.75	\$16.15	\$0.00	\$93.13
	06/01/2026	\$63.56	\$14.75	\$16.15	\$0.00	\$94.46
	12/01/2026	\$65.04	\$14.75	\$16.15	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
	06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
	12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
	06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
	12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
	06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
	12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.76	\$9.65	\$0.00	\$0.00	\$37.41
2	55	\$30.53	\$9.65	\$6.55	\$0.00	\$46.73
3	60	\$33.31	\$9.65	\$7.14	\$0.00	\$50.10
4	65	\$36.08	\$9.65	\$7.74	\$0.00	\$53.47
5	70	\$38.86	\$9.65	\$20.13	\$0.00	\$68.64
6	75	\$41.63	\$9.65	\$20.73	\$0.00	\$72.01
7	80	\$44.41	\$9.65	\$21.32	\$0.00	\$75.38
8	90	\$49.96	\$9.65	\$22.51	\$0.00	\$82.12

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/01/2023	\$44.73	\$9.40	\$17.82	\$0.00	\$71.95
	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	06/01/2023	\$44.73	\$9.40	\$17.82	\$0.00	\$71.95
	12/01/2023	\$45.98	\$9.40	\$17.82	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	06/01/2023	\$44.48	\$9.40	\$17.82	\$0.00	\$71.70
	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	06/01/2023	\$43.73	\$9.40	\$17.82	\$0.00	\$70.95
	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2022	\$46.35	\$11.50	\$16.18	\$0.00	\$74.03
	09/01/2023	\$47.87	\$11.75	\$16.86	\$0.00	\$76.48

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.54	\$11.50	\$0.56	\$0.00	\$30.60
2	45	\$20.86	\$11.50	\$0.63	\$0.00	\$32.99
3	50	\$23.18	\$11.50	\$0.70	\$0.00	\$35.38
4	55	\$25.49	\$11.50	\$7.35	\$0.00	\$44.34
5	60	\$27.81	\$11.50	\$7.86	\$0.00	\$47.17
6	65	\$30.13	\$11.50	\$8.37	\$0.00	\$50.00
7	70	\$32.45	\$11.50	\$8.89	\$0.00	\$52.84
8	75	\$34.76	\$11.50	\$9.40	\$0.00	\$55.66

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.15	\$11.75	\$0.57	\$0.00	\$31.47
2	45	\$21.54	\$11.75	\$0.65	\$0.00	\$33.94
3	50	\$23.94	\$11.75	\$0.72	\$0.00	\$36.41
4	55	\$26.33	\$11.75	\$7.79	\$0.00	\$45.87
5	60	\$28.72	\$11.75	\$8.31	\$0.00	\$48.78
6	65	\$31.12	\$11.75	\$8.65	\$0.00	\$51.52
7	70	\$33.51	\$11.75	\$9.38	\$0.00	\$54.64
8	75	\$35.90	\$11.75	\$9.90	\$0.00	\$57.55

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$49.06	\$14.50	\$16.15	\$0.00	\$79.71
	11/01/2023	\$50.30	\$14.50	\$16.15	\$0.00	\$80.95
	05/01/2024	\$51.54	\$14.50	\$16.15	\$0.00	\$82.19
	11/01/2024	\$52.83	\$14.50	\$16.15	\$0.00	\$83.48
	05/01/2025	\$54.27	\$14.50	\$16.15	\$0.00	\$84.92
	11/01/2025	\$55.56	\$14.50	\$16.15	\$0.00	\$86.21
	05/01/2026	\$57.00	\$14.50	\$16.15	\$0.00	\$87.65
	11/01/2026	\$58.29	\$14.50	\$16.15	\$0.00	\$88.94
	05/01/2027	\$59.72	\$14.50	\$16.15	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$50.62	\$14.50	\$16.15	\$0.00	\$81.27
	11/01/2023	\$51.87	\$14.50	\$16.15	\$0.00	\$82.52
	05/01/2024	\$53.12	\$14.50	\$16.15	\$0.00	\$83.77
	11/01/2024	\$54.42	\$14.50	\$16.15	\$0.00	\$85.07
	05/01/2025	\$55.87	\$14.50	\$16.15	\$0.00	\$86.52
	11/01/2025	\$57.17	\$14.50	\$16.15	\$0.00	\$87.82
	05/01/2026	\$58.62	\$14.50	\$16.15	\$0.00	\$89.27
	11/01/2026	\$59.92	\$14.50	\$16.15	\$0.00	\$90.57
	05/01/2027	\$61.37	\$14.50	\$16.15	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2023	\$24.20	\$14.50	\$16.15	\$0.00	\$54.85
	11/01/2023	\$24.93	\$14.50	\$16.15	\$0.00	\$55.58
	05/01/2024	\$25.66	\$14.50	\$16.15	\$0.00	\$56.31
	11/01/2024	\$26.42	\$14.50	\$16.15	\$0.00	\$57.07
	05/01/2025	\$27.27	\$14.50	\$16.15	\$0.00	\$57.92
	11/01/2025	\$28.03	\$14.50	\$16.15	\$0.00	\$58.68
	05/01/2026	\$28.88	\$14.50	\$16.15	\$0.00	\$59.53
	11/01/2026	\$29.64	\$14.50	\$16.15	\$0.00	\$60.29
	05/01/2027	\$30.49	\$14.50	\$16.15	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$43.96	\$14.75	\$16.15	\$0.00	\$74.86
	12/01/2023	\$44.97	\$14.75	\$16.15	\$0.00	\$75.87
	06/01/2024	\$46.03	\$14.75	\$16.15	\$0.00	\$76.93
	12/01/2024	\$47.21	\$14.75	\$16.15	\$0.00	\$78.11
	06/01/2025	\$48.27	\$14.75	\$16.15	\$0.00	\$79.17
	12/01/2025	\$49.44	\$14.75	\$16.15	\$0.00	\$80.34
	06/01/2026	\$50.50	\$14.75	\$16.15	\$0.00	\$81.40
	12/01/2026	\$51.68	\$14.75	\$16.15	\$0.00	\$82.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$25.98	\$9.40	\$16.89	\$0.00	\$52.27
	12/01/2023	\$25.98	\$9.40	\$16.89	\$0.00	\$52.27
	06/01/2024	\$27.01	\$9.40	\$16.89	\$0.00	\$53.30
	12/01/2024	\$27.01	\$9.40	\$16.89	\$0.00	\$53.30
	06/01/2025	\$28.09	\$9.40	\$16.89	\$0.00	\$54.38
	12/01/2025	\$28.09	\$9.40	\$16.89	\$0.00	\$54.38
	06/01/2026	\$29.21	\$9.40	\$16.89	\$0.00	\$55.50
	12/01/2026	\$29.21	\$9.40	\$16.89	\$0.00	\$55.50

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

FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2022	\$47.96	\$9.33	\$20.27	\$0.00	\$77.56
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Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.33	\$1.79	\$0.00	\$35.10
2	55	\$26.38	\$9.33	\$1.79	\$0.00	\$37.50
3	60	\$28.78	\$9.33	\$14.90	\$0.00	\$53.01
4	65	\$31.17	\$9.33	\$14.90	\$0.00	\$55.40
5	70	\$33.57	\$9.33	\$16.69	\$0.00	\$59.59
6	75	\$35.97	\$9.33	\$16.69	\$0.00	\$61.99
7	80	\$38.37	\$9.33	\$18.48	\$0.00	\$66.18
8	85	\$40.77	\$9.33	\$18.48	\$0.00	\$68.58

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$31.90/ 3&4 \$38.39/ 5&6 \$58.70/ 7&8 \$65.26

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
	06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
	12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
	06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
	12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
	06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
	12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$29.85	\$14.75	\$0.00	\$0.00	\$44.60
2	60	\$32.57	\$14.75	\$16.15	\$0.00	\$63.47
3	65	\$35.28	\$14.75	\$16.15	\$0.00	\$66.18
4	70	\$38.00	\$14.75	\$16.15	\$0.00	\$68.90
5	75	\$40.71	\$14.75	\$16.15	\$0.00	\$71.61
6	80	\$43.42	\$14.75	\$16.15	\$0.00	\$74.32
7	85	\$46.14	\$14.75	\$16.15	\$0.00	\$77.04
8	90	\$48.85	\$14.75	\$16.15	\$0.00	\$79.75

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.54	\$14.75	\$0.00	\$0.00	\$45.29
2	60	\$33.32	\$14.75	\$16.15	\$0.00	\$64.22
3	65	\$36.09	\$14.75	\$16.15	\$0.00	\$66.99
4	70	\$38.87	\$14.75	\$16.15	\$0.00	\$69.77
5	75	\$41.65	\$14.75	\$16.15	\$0.00	\$72.55
6	80	\$44.42	\$14.75	\$16.15	\$0.00	\$75.32
7	85	\$47.20	\$14.75	\$16.15	\$0.00	\$78.10
8	90	\$49.98	\$14.75	\$16.15	\$0.00	\$80.88

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2023	\$39.29	\$14.27	\$18.40	\$2.16	\$74.12
	10/01/2023	\$40.54	\$14.27	\$18.40	\$2.16	\$75.37
	04/01/2024	\$42.04	\$14.27	\$18.40	\$2.16	\$76.87
	10/01/2024	\$43.29	\$14.27	\$18.40	\$2.16	\$78.12
	04/01/2025	\$44.79	\$14.27	\$18.40	\$2.16	\$79.62
	10/01/2025	\$46.04	\$14.27	\$18.40	\$2.16	\$80.87
	04/01/2026	\$47.54	\$14.27	\$18.40	\$2.16	\$82.37

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2023	\$39.29	\$14.27	\$18.40	\$2.16	\$74.12
	10/01/2023	\$40.54	\$14.27	\$18.40	\$2.16	\$75.37
	04/01/2024	\$42.04	\$14.27	\$18.40	\$2.16	\$76.87
	10/01/2024	\$43.29	\$14.27	\$18.40	\$2.16	\$78.12
	04/01/2025	\$44.79	\$14.27	\$18.40	\$2.16	\$79.62
	10/01/2025	\$46.04	\$14.27	\$18.40	\$2.16	\$80.87
	04/01/2026	\$47.54	\$14.27	\$18.40	\$2.16	\$82.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$38.21	\$9.40	\$16.89	\$0.00	\$64.50
	12/01/2023	\$39.11	\$9.40	\$16.89	\$0.00	\$65.40
	06/01/2024	\$40.44	\$9.40	\$16.89	\$0.00	\$66.73
	12/01/2024	\$41.77	\$9.40	\$16.89	\$0.00	\$68.06
	06/01/2025	\$43.16	\$9.40	\$16.89	\$0.00	\$69.45
	12/01/2025	\$44.54	\$9.40	\$16.89	\$0.00	\$70.83
	06/01/2026	\$45.98	\$9.40	\$16.89	\$0.00	\$72.27
	12/01/2026	\$47.42	\$9.40	\$16.89	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LABORER LABORERS - ZONE 2	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.48	\$9.40	\$16.89	\$0.00	\$48.77
2	70	\$26.22	\$9.40	\$16.89	\$0.00	\$52.51
3	80	\$29.97	\$9.40	\$16.89	\$0.00	\$56.26
4	90	\$33.71	\$9.40	\$16.89	\$0.00	\$60.00

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.02	\$9.40	\$16.89	\$0.00	\$49.31
2	70	\$26.85	\$9.40	\$16.89	\$0.00	\$53.14
3	80	\$30.69	\$9.40	\$16.89	\$0.00	\$56.98
4	90	\$34.52	\$9.40	\$16.89	\$0.00	\$60.81

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
	06/01/2024	\$39.69	\$9.40	\$16.89	\$0.00	\$65.98
	12/01/2024	\$41.02	\$9.40	\$16.89	\$0.00	\$67.31
	06/01/2025	\$42.41	\$9.40	\$16.89	\$0.00	\$68.70
	12/01/2025	\$43.79	\$9.40	\$16.89	\$0.00	\$70.08
	06/01/2026	\$45.23	\$9.40	\$16.89	\$0.00	\$71.52
	12/01/2026	\$46.67	\$9.40	\$16.89	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.48	\$9.40	\$16.89	\$0.00	\$48.77
2	70	\$26.22	\$9.40	\$16.89	\$0.00	\$52.51
3	80	\$29.97	\$9.40	\$16.89	\$0.00	\$56.26
4	90	\$33.71	\$9.40	\$16.89	\$0.00	\$60.00

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.02	\$9.40	\$16.89	\$0.00	\$49.31
2	70	\$26.85	\$9.40	\$16.89	\$0.00	\$53.14
3	80	\$30.69	\$9.40	\$16.89	\$0.00	\$56.98
4	90	\$34.52	\$9.40	\$16.89	\$0.00	\$60.81

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	06/01/2023	\$37.55	\$9.40	\$16.95	\$0.00	\$63.90
	12/01/2023	\$38.45	\$9.40	\$16.95	\$0.00	\$64.80
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
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 <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$11.49	\$20.37	\$0.00	\$54.99
2	60	\$27.75	\$11.49	\$20.37	\$0.00	\$59.61
3	70	\$32.38	\$11.49	\$20.37	\$0.00	\$64.24
4	80	\$37.00	\$11.49	\$20.37	\$0.00	\$68.86
5	90	\$41.63	\$11.49	\$20.37	\$0.00	\$73.49

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$11.49	\$20.37	\$0.00	\$55.81
2	60	\$28.73	\$11.49	\$20.37	\$0.00	\$60.59
3	70	\$33.52	\$11.49	\$20.37	\$0.00	\$65.38
4	80	\$38.31	\$11.49	\$20.37	\$0.00	\$70.17
5	90	\$43.10	\$11.49	\$20.37	\$0.00	\$74.96

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.19	\$11.49	\$22.31	\$0.00	\$63.99
2	60	\$36.22	\$11.49	\$22.31	\$0.00	\$70.02
3	70	\$42.26	\$11.49	\$22.31	\$0.00	\$76.06
4	80	\$48.30	\$11.49	\$22.31	\$0.00	\$82.10
5	90	\$54.33	\$11.49	\$22.31	\$0.00	\$88.13

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$22.31	\$0.00	\$65.01
2	60	\$37.45	\$11.49	\$22.31	\$0.00	\$71.25
3	70	\$43.69	\$11.49	\$22.31	\$0.00	\$77.49
4	80	\$49.94	\$11.49	\$22.31	\$0.00	\$83.74
5	90	\$56.18	\$11.49	\$22.31	\$0.00	\$89.98

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07
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Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER LABORERS - ZONE 2	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2023	\$24.34	\$14.75	\$16.15	\$0.00	\$55.24
	12/01/2023	\$24.91	\$14.75	\$16.15	\$0.00	\$55.81
	06/01/2024	\$25.51	\$14.75	\$16.15	\$0.00	\$56.41
	12/01/2024	\$26.17	\$14.75	\$16.15	\$0.00	\$57.07
	06/01/2025	\$26.77	\$14.75	\$16.15	\$0.00	\$57.67
	12/01/2025	\$27.43	\$14.75	\$16.15	\$0.00	\$58.33
	06/01/2026	\$28.02	\$14.75	\$16.15	\$0.00	\$58.92
	12/01/2026	\$28.69	\$14.75	\$16.15	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2023	\$29.67	\$14.75	\$16.15	\$0.00	\$60.57
	12/01/2023	\$30.36	\$14.75	\$16.15	\$0.00	\$61.26
	06/01/2024	\$31.08	\$14.75	\$16.15	\$0.00	\$61.98
	12/01/2024	\$31.88	\$14.75	\$16.15	\$0.00	\$62.78
	06/01/2025	\$32.60	\$14.75	\$16.15	\$0.00	\$63.50
	12/01/2025	\$33.40	\$14.75	\$16.15	\$0.00	\$64.30
	06/01/2026	\$34.12	\$14.75	\$16.15	\$0.00	\$65.02
	12/01/2026	\$34.92	\$14.75	\$16.15	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.76	\$9.65	\$0.00	\$0.00	\$37.41
2	55	\$30.53	\$9.65	\$6.55	\$0.00	\$46.73
3	60	\$33.31	\$9.65	\$7.14	\$0.00	\$50.10
4	65	\$36.08	\$9.65	\$7.74	\$0.00	\$53.47
5	70	\$38.86	\$9.65	\$20.13	\$0.00	\$68.64
6	75	\$41.63	\$9.65	\$20.73	\$0.00	\$72.01
7	80	\$44.41	\$9.65	\$21.32	\$0.00	\$75.38
8	90	\$49.96	\$9.65	\$22.51	\$0.00	\$82.12

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2023	\$46.41	\$9.65	\$23.70	\$0.00	\$79.76
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2024	\$46.96	\$9.95	\$23.95	\$0.00	\$80.86
	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.21	\$9.65	\$0.00	\$0.00	\$32.86
2	55	\$25.53	\$9.65	\$6.55	\$0.00	\$41.73
3	60	\$27.85	\$9.65	\$7.14	\$0.00	\$44.64
4	65	\$30.17	\$9.65	\$7.74	\$0.00	\$47.56
5	70	\$32.49	\$9.65	\$20.13	\$0.00	\$62.27
6	75	\$34.81	\$9.65	\$20.73	\$0.00	\$65.19
7	80	\$37.13	\$9.65	\$21.32	\$0.00	\$68.10
8	90	\$41.77	\$8.65	\$22.51	\$0.00	\$72.93

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$9.95	\$0.00	\$0.00	\$33.43
2	55	\$25.83	\$9.95	\$6.66	\$0.00	\$42.44
3	60	\$28.18	\$9.95	\$7.26	\$0.00	\$45.39
4	65	\$30.52	\$9.95	\$7.87	\$0.00	\$48.34
5	70	\$32.87	\$9.95	\$20.32	\$0.00	\$63.14
6	75	\$35.22	\$9.95	\$20.93	\$0.00	\$66.10
7	80	\$37.57	\$9.95	\$21.53	\$0.00	\$69.05
8	90	\$42.26	\$9.95	\$22.74	\$0.00	\$74.95

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2023	\$44.47	\$9.65	\$23.70	\$0.00	\$77.82
PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$45.02	\$9.95	\$23.95	\$0.00	\$78.92
	07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.24	\$9.65	\$0.00	\$0.00	\$31.89
2	55	\$24.46	\$9.65	\$6.55	\$0.00	\$40.66
3	60	\$26.68	\$9.65	\$7.14	\$0.00	\$43.47
4	65	\$28.91	\$9.65	\$7.74	\$0.00	\$46.30
5	70	\$31.13	\$9.65	\$20.13	\$0.00	\$60.91
6	75	\$33.35	\$9.65	\$20.73	\$0.00	\$63.73
7	80	\$35.58	\$9.65	\$21.32	\$0.00	\$66.55
8	90	\$40.02	\$9.65	\$22.51	\$0.00	\$72.18

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$9.95	\$0.00	\$0.00	\$32.46
2	55	\$24.76	\$9.95	\$6.66	\$0.00	\$41.37
3	60	\$27.01	\$9.95	\$7.26	\$0.00	\$44.22
4	65	\$29.26	\$9.95	\$7.87	\$0.00	\$47.08
5	70	\$31.51	\$9.95	\$20.32	\$0.00	\$61.78
6	75	\$33.77	\$9.95	\$20.93	\$0.00	\$64.65
7	80	\$36.02	\$9.95	\$21.53	\$0.00	\$67.50
8	90	\$40.52	\$9.95	\$22.74	\$0.00	\$73.21

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2023	\$45.01	\$9.65	\$23.70	\$0.00	\$78.36
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2024	\$45.56	\$9.95	\$23.95	\$0.00	\$79.46
	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$9.65	\$0.00	\$0.00	\$32.16
2	55	\$24.76	\$9.65	\$6.55	\$0.00	\$40.96
3	60	\$27.01	\$9.65	\$7.14	\$0.00	\$43.80
4	65	\$29.26	\$9.65	\$7.74	\$0.00	\$46.65
5	70	\$31.51	\$9.65	\$20.13	\$0.00	\$61.29
6	75	\$33.76	\$9.65	\$20.73	\$0.00	\$64.14
7	80	\$36.01	\$9.65	\$21.32	\$0.00	\$66.98
8	90	\$40.51	\$9.65	\$22.51	\$0.00	\$72.67

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$9.95	\$0.00	\$0.00	\$32.73
2	55	\$25.06	\$9.95	\$6.66	\$0.00	\$41.67
3	60	\$27.34	\$9.95	\$7.26	\$0.00	\$44.55
4	65	\$29.61	\$9.95	\$7.87	\$0.00	\$47.43
5	70	\$31.89	\$9.95	\$20.32	\$0.00	\$62.16
6	75	\$34.17	\$9.95	\$20.93	\$0.00	\$65.05
7	80	\$36.45	\$9.95	\$21.53	\$0.00	\$67.93
8	90	\$41.00	\$9.95	\$22.74	\$0.00	\$73.69

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2023	\$43.07	\$9.65	\$23.70	\$0.00	\$76.42
PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$43.62	\$9.95	\$23.95	\$0.00	\$77.52
	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.54	\$9.65	\$0.00	\$0.00	\$31.19
2	55	\$23.69	\$9.65	\$6.27	\$0.00	\$39.61
3	60	\$25.84	\$9.65	\$6.84	\$0.00	\$42.33
4	65	\$28.00	\$9.65	\$7.41	\$0.00	\$45.06
5	70	\$30.15	\$9.65	\$19.78	\$0.00	\$59.58
6	75	\$32.30	\$9.65	\$20.35	\$0.00	\$62.30
7	80	\$34.46	\$9.65	\$20.92	\$0.00	\$65.03
8	90	\$38.76	\$9.65	\$22.06	\$0.00	\$70.47

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$9.95	\$0.00	\$0.00	\$31.76
2	55	\$23.99	\$9.95	\$6.66	\$0.00	\$40.60
3	60	\$26.17	\$9.95	\$7.26	\$0.00	\$43.38
4	65	\$28.35	\$9.95	\$7.87	\$0.00	\$46.17
5	70	\$30.53	\$9.95	\$20.32	\$0.00	\$60.80
6	75	\$32.72	\$9.95	\$20.93	\$0.00	\$63.60
7	80	\$34.90	\$9.95	\$21.53	\$0.00	\$66.38
8	90	\$39.26	\$9.95	\$22.74	\$0.00	\$71.95

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	06/01/2023	\$37.46	\$9.40	\$16.89	\$0.00	\$63.75
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
	06/01/2024	\$39.69	\$9.40	\$16.89	\$0.00	\$65.98
	12/01/2024	\$41.02	\$9.40	\$16.89	\$0.00	\$67.31
	06/01/2025	\$42.41	\$9.40	\$16.89	\$0.00	\$68.70
	12/01/2025	\$43.79	\$9.40	\$16.89	\$0.00	\$70.08
	06/01/2026	\$45.23	\$9.40	\$16.89	\$0.00	\$71.52
	12/01/2026	\$46.67	\$9.40	\$16.89	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

Notes:
 Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2023	\$38.46	\$9.40	\$16.89	\$0.00	\$64.75
	12/01/2023	\$39.36	\$9.40	\$16.89	\$0.00	\$65.65
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$38.46	\$9.40	\$16.89	\$0.00	\$64.75
	12/01/2023	\$39.36	\$9.40	\$16.89	\$0.00	\$65.65
	06/01/2024	\$40.69	\$9.40	\$16.89	\$0.00	\$66.98
	12/01/2024	\$42.02	\$9.40	\$16.89	\$0.00	\$68.31
	06/01/2025	\$43.41	\$9.40	\$16.89	\$0.00	\$69.70
	12/01/2025	\$44.79	\$9.40	\$16.89	\$0.00	\$71.08
	06/01/2026	\$46.23	\$9.40	\$16.89	\$0.00	\$72.52
	12/01/2026	\$47.67	\$9.40	\$16.89	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$35.30	\$14.75	\$16.15	\$0.00	\$66.20
	12/01/2023	\$36.12	\$14.75	\$16.15	\$0.00	\$67.02
	06/01/2024	\$36.97	\$14.75	\$16.15	\$0.00	\$67.87
	12/01/2024	\$37.92	\$14.75	\$16.15	\$0.00	\$68.82
	06/01/2025	\$38.77	\$14.75	\$16.15	\$0.00	\$69.67
	12/01/2025	\$39.72	\$14.75	\$16.15	\$0.00	\$70.62
	06/01/2026	\$40.58	\$14.75	\$16.15	\$0.00	\$71.48
	12/01/2026	\$41.53	\$14.75	\$16.15	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	05/01/2023	\$25.00	\$13.41	\$6.90	\$0.00	\$45.31
	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2023	\$48.53	\$12.78	\$20.20	\$0.00	\$81.51
	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
	02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
	08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
	02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
	08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
	02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.27	\$12.78	\$5.59	\$0.00	\$42.64
2	60	\$29.12	\$12.78	\$20.20	\$0.00	\$62.10
3	65	\$31.54	\$12.78	\$20.20	\$0.00	\$64.52
4	75	\$36.40	\$12.78	\$20.20	\$0.00	\$69.38
5	85	\$41.25	\$12.78	\$20.20	\$0.00	\$74.23

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.02	\$12.78	\$5.59	\$0.00	\$43.39
2	60	\$30.02	\$12.78	\$20.20	\$0.00	\$63.00
3	65	\$32.52	\$12.78	\$20.20	\$0.00	\$65.50
4	75	\$37.52	\$12.78	\$20.20	\$0.00	\$70.50
5	85	\$42.53	\$12.78	\$20.20	\$0.00	\$75.51

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2023	\$48.78	\$12.78	\$20.20	\$0.00	\$81.76
ROOFERS LOCAL 33	08/01/2023	\$50.28	\$12.78	\$20.20	\$0.00	\$83.26
	02/01/2024	\$51.53	\$12.78	\$20.20	\$0.00	\$84.51
	08/01/2024	\$53.03	\$12.78	\$20.20	\$0.00	\$86.01
	02/01/2025	\$54.28	\$12.78	\$20.20	\$0.00	\$87.26
	08/01/2025	\$55.78	\$12.78	\$20.20	\$0.00	\$88.76
	02/01/2026	\$57.03	\$12.78	\$20.20	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	04/01/2023	\$39.29	\$14.27	\$18.40	\$2.16	\$74.12
SHEETMETAL WORKERS LOCAL 17 - B	10/01/2023	\$40.54	\$14.27	\$18.40	\$2.16	\$75.37
	04/01/2024	\$42.04	\$14.27	\$18.40	\$2.16	\$76.87
	10/01/2024	\$43.29	\$14.27	\$18.40	\$2.16	\$78.12
	04/01/2025	\$44.79	\$14.27	\$18.40	\$2.16	\$79.62
	10/01/2025	\$46.04	\$14.27	\$18.40	\$2.16	\$80.87
	04/01/2026	\$47.54	\$14.27	\$18.40	\$2.16	\$82.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.72	\$14.27	\$4.18	\$1.06	\$35.23
2	45	\$17.68	\$14.27	\$4.71	\$1.13	\$37.79
3	50	\$19.65	\$14.27	\$11.44	\$1.40	\$46.76
4	55	\$21.61	\$14.27	\$11.44	\$1.46	\$48.78
5	60	\$23.57	\$14.27	\$14.99	\$1.59	\$54.42
6	65	\$25.54	\$14.27	\$15.28	\$1.65	\$56.74
7	70	\$27.50	\$14.27	\$15.58	\$1.72	\$59.07
8	75	\$29.47	\$14.27	\$15.87	\$1.79	\$61.40
9	80	\$31.43	\$14.27	\$16.17	\$1.86	\$63.73
10	85	\$33.40	\$14.27	\$16.46	\$1.92	\$66.05

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.22	\$14.27	\$4.18	\$1.06	\$35.73
2	45	\$18.24	\$14.27	\$4.71	\$1.13	\$38.35
3	50	\$20.27	\$14.27	\$11.44	\$1.40	\$47.38
4	55	\$22.30	\$14.27	\$11.44	\$1.46	\$49.47
5	60	\$24.32	\$14.27	\$14.99	\$1.59	\$55.17
6	65	\$26.35	\$14.27	\$15.28	\$1.65	\$57.55
7	70	\$28.38	\$14.27	\$15.58	\$1.72	\$59.95
8	75	\$30.41	\$14.27	\$15.87	\$1.79	\$62.34
9	80	\$32.43	\$14.27	\$16.17	\$1.86	\$64.73
10	85	\$34.46	\$14.27	\$16.46	\$1.92	\$67.11

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2023	\$59.58	\$10.90	\$23.20	\$0.00	\$93.68
	10/01/2023	\$61.16	\$10.90	\$23.20	\$0.00	\$95.26
	03/01/2024	\$62.78	\$10.90	\$23.20	\$0.00	\$96.88
	10/01/2024	\$64.40	\$10.90	\$23.20	\$0.00	\$98.50
	03/01/2025	\$66.02	\$10.90	\$23.20	\$0.00	\$100.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.85	\$10.90	\$12.80	\$0.00	\$44.55
2	40	\$23.83	\$10.90	\$13.60	\$0.00	\$48.33
3	45	\$26.81	\$10.90	\$14.40	\$0.00	\$52.11
4	50	\$29.79	\$10.90	\$15.20	\$0.00	\$55.89
5	55	\$32.77	\$10.90	\$16.00	\$0.00	\$59.67
6	60	\$35.75	\$10.90	\$16.80	\$0.00	\$63.45
7	65	\$38.73	\$10.90	\$17.60	\$0.00	\$67.23
8	70	\$41.71	\$10.90	\$18.40	\$0.00	\$71.01
9	75	\$44.69	\$10.90	\$19.20	\$0.00	\$74.79
10	80	\$47.66	\$10.90	\$20.00	\$0.00	\$78.56

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.41	\$10.90	\$12.80	\$0.00	\$45.11
2	40	\$24.46	\$10.90	\$13.60	\$0.00	\$48.96
3	45	\$27.52	\$10.90	\$14.40	\$0.00	\$52.82
4	50	\$30.58	\$10.90	\$15.20	\$0.00	\$56.68
5	55	\$33.64	\$10.90	\$16.00	\$0.00	\$60.54
6	60	\$36.70	\$10.90	\$16.80	\$0.00	\$64.40
7	65	\$39.75	\$10.90	\$17.60	\$0.00	\$68.25
8	70	\$42.81	\$10.90	\$18.40	\$0.00	\$72.11
9	75	\$45.87	\$10.90	\$19.20	\$0.00	\$75.97
10	80	\$48.93	\$10.90	\$20.00	\$0.00	\$79.83

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2022	\$38.16	\$11.25	\$13.31	\$0.00	\$62.72
	09/01/2023	\$39.40	\$11.50	\$13.91	\$0.00	\$64.81
	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92	

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$22.34	\$0.00	\$64.50
2	60	\$36.80	\$11.49	\$22.34	\$0.00	\$70.63
3	70	\$42.94	\$11.49	\$22.34	\$0.00	\$76.77
4	80	\$49.07	\$11.49	\$22.34	\$0.00	\$82.90
5	90	\$55.21	\$11.49	\$22.34	\$0.00	\$89.04

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$47.58	\$9.40	\$17.97	\$0.00	\$74.95
	12/01/2023	\$48.83	\$9.40	\$17.97	\$0.00	\$76.20
	06/01/2024	\$50.31	\$9.40	\$17.97	\$0.00	\$77.68
	12/01/2024	\$51.78	\$9.40	\$17.97	\$0.00	\$79.15
	06/01/2025	\$53.28	\$9.40	\$17.97	\$0.00	\$80.65
	12/01/2025	\$54.78	\$9.40	\$17.97	\$0.00	\$82.15
	06/01/2026	\$56.33	\$9.40	\$17.97	\$0.00	\$83.70
	12/01/2026	\$57.83	\$9.40	\$17.97	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.70	\$9.40	\$17.97	\$0.00	\$71.07
	12/01/2023	\$44.95	\$9.40	\$17.97	\$0.00	\$72.32
	06/01/2024	\$46.43	\$9.40	\$17.97	\$0.00	\$73.80
	12/01/2024	\$47.90	\$9.40	\$17.97	\$0.00	\$75.27
	06/01/2025	\$49.40	\$9.40	\$17.97	\$0.00	\$76.77
	12/01/2025	\$50.90	\$9.40	\$17.97	\$0.00	\$78.27
	06/01/2026	\$52.45	\$9.40	\$17.97	\$0.00	\$79.82
	12/01/2026	\$53.95	\$9.40	\$17.97	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2023	\$43.58	\$9.40	\$17.97	\$0.00	\$70.95
	12/01/2023	\$44.83	\$9.40	\$17.97	\$0.00	\$72.20
	06/01/2024	\$46.31	\$9.40	\$17.97	\$0.00	\$73.68
	12/01/2024	\$47.78	\$9.40	\$17.97	\$0.00	\$75.15
	06/01/2025	\$49.28	\$9.40	\$17.97	\$0.00	\$76.65
	12/01/2025	\$50.78	\$9.40	\$17.97	\$0.00	\$78.15
	06/01/2026	\$52.33	\$9.40	\$17.97	\$0.00	\$79.70
	12/01/2026	\$53.83	\$9.40	\$17.97	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$16.15	\$0.00	\$84.59
	12/01/2023	\$54.93	\$14.75	\$16.15	\$0.00	\$85.83
	06/01/2024	\$56.21	\$14.75	\$16.15	\$0.00	\$87.11
	12/01/2024	\$57.65	\$14.75	\$16.15	\$0.00	\$88.55
	06/01/2025	\$58.93	\$14.75	\$16.15	\$0.00	\$89.83
	12/01/2025	\$60.37	\$14.75	\$16.15	\$0.00	\$91.27
	06/01/2026	\$61.65	\$14.75	\$16.15	\$0.00	\$92.55
	12/01/2026	\$63.09	\$14.75	\$16.15	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2023	\$55.81	\$9.40	\$18.42	\$0.00	\$83.63
	12/01/2023	\$57.06	\$9.40	\$18.42	\$0.00	\$84.88
	06/01/2024	\$58.54	\$9.40	\$18.42	\$0.00	\$86.36
	12/01/2024	\$60.01	\$9.40	\$18.42	\$0.00	\$87.83
	06/01/2025	\$61.51	\$9.40	\$18.42	\$0.00	\$89.33
	12/01/2025	\$63.01	\$9.40	\$18.42	\$0.00	\$90.83
	06/01/2026	\$64.56	\$9.40	\$18.42	\$0.00	\$92.38
	12/01/2026	\$66.06	\$9.40	\$18.42	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2023	\$57.81	\$9.40	\$18.42	\$0.00	\$85.63
	12/01/2023	\$59.06	\$9.40	\$18.42	\$0.00	\$86.88
	06/01/2024	\$60.54	\$9.40	\$18.42	\$0.00	\$88.36
	12/01/2024	\$62.01	\$9.40	\$18.42	\$0.00	\$89.83
	06/01/2025	\$63.51	\$9.40	\$18.42	\$0.00	\$91.33
	12/01/2025	\$65.01	\$9.40	\$18.42	\$0.00	\$92.83
	06/01/2026	\$66.56	\$9.40	\$18.42	\$0.00	\$94.38
	12/01/2026	\$68.06	\$9.40	\$18.42	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2023	\$47.88	\$9.40	\$18.42	\$0.00	\$75.70
	12/01/2023	\$49.13	\$9.40	\$18.42	\$0.00	\$76.95
	06/01/2024	\$50.61	\$9.40	\$18.42	\$0.00	\$78.43
	12/01/2024	\$52.08	\$9.40	\$18.42	\$0.00	\$79.90
	06/01/2025	\$53.58	\$9.40	\$18.42	\$0.00	\$81.40
	12/01/2025	\$55.08	\$9.40	\$18.42	\$0.00	\$82.90
	06/01/2026	\$56.63	\$9.40	\$18.42	\$0.00	\$84.45
	12/01/2026	\$58.13	\$9.40	\$18.42	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2023	\$49.88	\$9.40	\$18.42	\$0.00	\$77.70
	12/01/2023	\$51.13	\$9.40	\$18.42	\$0.00	\$78.95
	06/01/2024	\$52.61	\$9.40	\$18.42	\$0.00	\$80.43
	12/01/2024	\$54.08	\$9.40	\$18.42	\$0.00	\$81.90
	06/01/2025	\$55.58	\$9.40	\$18.42	\$0.00	\$83.40
	12/01/2025	\$57.08	\$9.40	\$18.42	\$0.00	\$84.90
	06/01/2026	\$58.63	\$9.40	\$18.42	\$0.00	\$86.45
	12/01/2026	\$60.13	\$9.40	\$18.42	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2023	\$37.71	\$9.40	\$16.89	\$0.00	\$64.00
	12/01/2023	\$38.61	\$9.40	\$16.89	\$0.00	\$64.90
	06/01/2024	\$39.94	\$9.40	\$16.89	\$0.00	\$66.23
	12/01/2024	\$41.27	\$9.40	\$16.89	\$0.00	\$67.56
	06/01/2025	\$42.66	\$9.40	\$16.89	\$0.00	\$68.95
	12/01/2025	\$44.04	\$9.40	\$16.89	\$0.00	\$70.33
	06/01/2026	\$45.48	\$9.40	\$16.89	\$0.00	\$71.77
	12/01/2026	\$46.92	\$9.40	\$16.89	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$16.15	\$0.00	\$85.18
	12/01/2023	\$55.53	\$14.75	\$16.15	\$0.00	\$86.43
	06/01/2024	\$56.83	\$14.75	\$16.15	\$0.00	\$87.73
	12/01/2024	\$58.28	\$14.75	\$16.15	\$0.00	\$89.18
	06/01/2025	\$59.58	\$14.75	\$16.15	\$0.00	\$90.48
	12/01/2025	\$61.03	\$14.75	\$16.15	\$0.00	\$91.93
	06/01/2026	\$62.33	\$14.75	\$16.15	\$0.00	\$93.23
	12/01/2026	\$63.78	\$14.75	\$16.15	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

"ATTACHMENT B"

NOTICE OF AWARD

To:

Project Description:

Town of Brewster

Peter Lombardi, Town Manager

The Owner has considered the Bid submitted by you for the above-described work in response to its DOCUMENT 00020, INVITATION TO BID dated and DOCUMENT 00100, INSTRUCTIONS AND INFORMATION FOR BIDDERS. You are hereby notified that your Bid has been accepted in the amount of

You are required by DOCUMENT 00100, INSTRUCTIONS AND INFORMATION FOR BIDDERS to execute DOCUMENT 00500, FORM FOR AGREEMENT and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this **day** of _____ 2023

Owner: **Town of Brewster**
2198 Main Street
Brewster, MA 02631
By its **Town Manager**

Peter Lombardi

Acceptance of Notice:

Receipt of the above Notice of Award is hereby

acknowledged by _____
this _____ day of _____, 2023.

By: _____

(Authorized Signature)

Title: _____

END OF DOCUMENT

"ATTACHMENT C"

NOTICE TO PROCEED

To:

Date:

Title:

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____, and you are to complete the Work within 90 consecutive calendar days using no more than working days. The date of Completion of all Work is therefore _____.

Owner: **TOWN OF BREWSTER**
2198 Main Street
Brewster, MA 02631

By its: **TOWN MANAGER**

Acceptance of Notice to Proceed:

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____, this _____ day of _____, _____

By: _____
(Authorized Signature)

Title: _____

"ATTACHMENT D"

TOWN OF BREWSTER

CHANGE ORDER FORM

Date: _____

Change Order Number: _____

Project: _____

Engineer: _____

Owner: Town of Brewster

Contractor: _____

Contract Date: _____

Description of Change:

These changes result in the following adjustment of the Contract Price:

Contract Price prior to this Change Order:

Contract Price due to this Change Order will (increase) (decrease) by:

The New Contract Price including this Change Order :

Authorized Signature
Engineer

Town Manager, Peter Lombardi

Authorized Signature
Contractor

, Finance Director
Certification of Available Funds

SECTION 00900
SPECIFICATIONS

SECTION 00900

SPECIFICATIONS

1.0 WORK AREA LOCATION

The Subject Property, identified as 3057 Main Street in Brewster, MA, is a 54.92 acre parcel located north of Main Street in Brewster, MA. A former .22-caliber rifle range (described herein as the "Work Area"), which is surrounded by a fence, is present on the northeastern portion of the Subject Property.

2.0 DESCRIPTION OF SOIL CONDITIONS & REMOVAL AREAS

Select metals (Antimony, Copper, Lead, and Zinc) are present in soil samples collected adjacent to the shooting position and the earthen backstop of the former rifle range at concentrations greater than the S-1/GW-1 Soil Standards set forth in the Massachusetts Contingency Plan (MCP). The area of metals impact is referred to as the Work Area, and is displayed on Figure 4. The results of soil screening and laboratory analyses conducted on soil samples is included in Tables 1 and 2, respectively. For the purpose of this project, the Work Area is divided into the removal of the former BB gun and .22 caliber rifle range shooting enclosures and four (4) volumes of soil described as the following:

BB Gun and .22 Caliber Rifle Range Shooting Enclosure:

Two (2) three-sided wood-framed shooting enclosures are present on the western portions of the former BB gun and .22 caliber rifle ranges. The Owner's Environmental Consultant screened painted surfaces of both buildings with a hand-held X-Ray Fluorescence Spectrometer (XRF), and no elevated Lead levels were detected. Additionally, the Owner's Environmental Consultant submitted samples of shingle and underlying tar paper for analysis of Asbestos, and Asbestos was not detected in any of the building material samples. A copy of the laboratory analytical results is included in Attachment 1. The successful Bidder will be responsible for the proper disposal of all components of the shooting enclosures and removal of underlying CMU block supports.

Back Stop (0-1'):

(Estimate 175 Tons): Sandy soil from 0 to 1 foot below grade in the shooting range backstop should be presumed to contain .22 caliber bullets and TCLP Lead at concentrations greater than 5 mg/L. Refer to Figure 2 (attached) for the approximate limits of the back stop soil removal area. Due to the gradation of the sandy backstop material and elevated TCLP Lead levels, it is considered unlikely that a contractor can efficiently sift bullets from the soil matrix and/or stabilize the leachability of the soil from 0 to 1 foot below grade in the field. The successful Bidder should assume that this material will be segregated and disposed at an appropriately permitted Out-of-State or Out-of-Country landfill. Approval from Stablex of Canada, Inc. for this soil volume has been obtained (Attachment 2); however, the Contractor may transport this soil

volume to an alternative receiving facility if the alternative facility is first approved by the Owner's Environmental Consultant.

Back Stop (1'-2'):

(Estimate 175 Tons): Sandy soil from 1 to 2 feet below grade in the shooting range backstop. All, part, or none of the soil from this area will be removed at the direction of the Owner's Environmental Consultant. Refer to Figure 2 (attached) for the approximate limits of the back stop soil removal area. The Bidder should assume that this material will be segregated and either reused or disposed at an appropriately permitted In-State or Out-of-State off-site landfill. Approval from The Town of Bourne Landfill for this soil volume has been obtained (Attachment 3); however, the Contractor may transport this soil volume to an alternative receiving facility if the facility is approved by the Owner's Environmental Consultant.

Back Stop (2'-3') (Contingency):

(Estimate 175 Tons): Sandy soil from 2 to 3 feet below grade in the shooting range backstop. All, part, or none of the soil from this area will be removed at the direction of the Owner's Environmental Consultant. Refer to Figure 2 (attached) for the approximate limits of the back stop soil removal area. The Bidder should assume that this material will be segregated and either reused or disposed at an appropriately permitted In-State or Out-of-State off-site landfill. Approval from The Town of Bourne Landfill for this soil volume has been obtained (Attachment 3); however, the Contractor may transport this soil volume to an alternative receiving facility if the facility is approved by the Owner's Environmental Consultant.

Adjacent to Shooting Position (0-1'):

(Estimate 175 Tons): Sandy soil from 0 to 1 foot below grade adjacent to the shooting position should be presumed to contain TCLP Lead at concentrations greater than 5 mg/L. Refer to Figure 2 (attached) for the approximate limits of the "adjacent to shooting position" soil removal area. Due to the gradation of the sandy soil and elevated TCLP Lead levels in this area, it is considered unlikely that a contractor can efficiently sift shell casings from the soil matrix and/or stabilize the leachability of the soil from 0 to 1 foot below grade in the field. The Bidder should assume that this material will be segregated and disposed at an appropriately permitted Out-of-State or Out-of-Country off-site landfill. Approval from Stablex of Canada, Inc. for this soil volume has been obtained (Attachment 2); however, the Contractor may transport this soil volume to an alternative receiving facility if the facility is approved by the Owner's Environmental Consultant.

3.0 ALTERNATIVE OFF-SITE LANDFILL DISPOSAL/REUSE FACILITIES

If an alternate to Stablex of Canada, Inc. or the Town of Bourne Landfill is proposed, the Contractor shall submit current landfill operating permits and letters of consent to accept soil from the proposed off-site landfill facilities that they are able to receive soil from the Project if it meets their permit requirements within the project-specific schedule limitations to the Owner prior to the initiation of site work activities.

4.0 SITE CONTROL

The following subsections include a summary of site control activities that shall be implemented during implementation of the project:

Pre-Project Meeting:

The Contractor will meet with the Owner's Representative and Owner's Environmental Consultant prior to site work activities to coordinate the proposed health and safety plan and the schedule/implementation of the Project.

Site Security:

A temporary chain link fence has been placed around the backstop, low-lying vegetation has been removed from the backstop, and polyethylene sheeting has been placed on top of the backstop of the Work Area. It will be the responsibility of the Contractor to ensure the Work Area will be secured at the end of each day, and access to the Work Area will be restricted to authorized persons during earthwork activities. Personnel working within the Work Area will perform earthwork-related tasks in accordance with the Contractor's Health and Safety Plan (HASP), which shall be prepared and stamped by a Certified Industrial Hygienist and submitted to the Owner prior to the initiation of site work activities.

Erosion/Sedimentation Controls:

The Contractor shall place erosion and sedimentation controls (i.e., silt fences, hay bales, compost filter socks/berms, or a combination of each) in the topographically low areas of the Work Area, and around stockpiles, to minimize erosion and transport of sediment to on-site and adjacent resource areas during earthwork activities. Erosion/sedimentation controls shall be inspected regularly, maintained as necessary, and removed upon stabilization.

Dust Control:

Dust mitigation shall be paramount during earthwork associated with this work plan. The Contractor will be responsible for dust monitoring within the Work Zone, and the Owner's Environmental Consultant will be responsible for dust monitoring at the perimeter of the Work Area. Trucks transporting soil from the Work Area shall be covered with a tarp. Dust suppression methods (wetting the Work Area with water) will be implemented if dust control action levels specified in the Contractor's HASP are exceeded or if perimeter dust monitoring levels exceed 100 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$). The Contractor will have access to a hydrant, but fees associated with temporary connection to the hydrant will be the Contractor's responsibility.

Safety Precautions:

The Work Area will be secured with fencing, and the stockpile(s) associated with this project will be covered with 6-mil polyethylene sheeting at the end of each work day. Fencing and polyethylene sheeting will be the responsibility of the Contractor. Personnel within the Work Area will perform work under the Contractor's site-specific HASP. At a minimum, the planned

level of worker protection during the performance of this work plan is Level D, as defined by “Standard Operating Safety Guides” published by the US EPA. The Brewster Board of Health will be notified as soon as practical in the event of an unscheduled upgrade in worker protection.

Soil Monitoring:

Excavation and soil management monitoring will be conducted by the Owner’s Environmental Consultant during select excavation activities using an X-ray fluorescence (XRF) meter. The Owner’s Environmental Consultant will collect excavation endpoint samples that will be submitted for laboratory analysis of select metals identified during previous environmental investigation activities.

Off-Site Transport of Soil Generated from the Work Area:

The Owner’s Environmental Consultant will collect soil pre-characterization samples and will prepare waste profiles, MassDEP Bill of Ladings (BOLs), and waste manifests with the selected receiving facilities. The Contractor will be responsible for loading trucks or containers, legally transporting soil to the selected receiving facility(ies), and providing the Owner with completed manifests/BOLs and weight slips that demonstrate receipt of waste by the landfill(s).

Unforeseen Conditions:

If potentially hazardous conditions become evident during excavation activities, work in the area will be suspended, and the area will be secured to protect against a health risk or release to the environment. These conditions include, but are not limited to, strong chemical odors, flooding, personal injury, exposure to chemicals and/or unexpected hazardous materials, un-containerized wastes, buried containers, and drums.

5.0 IMPLEMENTATION SCHEDULE

The Contractor shall consider that the anticipated schedule to complete the work specified herein will be the Fall/Winter of 2023.

6.0 ADDITIONAL PERMITS

The Contractor shall contact Dig Safe for a utility mark out prior to excavation activities. It will be the responsibility of the Contractor to maintain Dig Safe, Brewster Water Department, and Private Utility Contractor markings and renew the Dig Safe ticket when applicable. No other required local, state, or federal permits or approvals have been identified to conduct project-related activities at the time of this document’s preparation.

7.0 BIDDING SCHEDULE

The subdivision of the proposed contract price is as follows:

Item 1. Submittals

Provide a lump sum price for submittals, including the Contractor's HASP, proposed landfill operating permits, landfill's consent to accept soil, and documentation of waste management.

Item 2. Demolition and Disposal of the BB Gun and .22 Caliber Shooting Enclosures

Provide a lump sum price for the demolition and off-site disposal of the BB gun and .22 caliber rifle shooting enclosures specified by Section 2 above.

Item 3. Excavation, Loading, & Site Control

Provide a lump sum price for all excavation, loading, and site control activities specified by Sections 2, 4, and 6 above.

Item 4. Transportation and Disposal of Soil with TCLP Lead > 5 mg/L (Out-of-State or Out-of Country Landfill)

Provide a cost per ton (as required) for transportation and disposal of soil that contains TCLP Lead greater than 5 milligrams per Liter at an appropriately permitted Out-of-State or Out-of-Country Landfill. Assume 350 tons for the bid. Payment for T&D will be on a per-ton basis for the actual tonnage of soil disposed.

Item 5. Transportation and Landfill Reuse or Disposal of Soil with TCLP Lead < 5 mg/L (In-State Landfill Alternative)

Provide a cost per ton (as required) for transportation and landfill reuse of soil that contains TCLP Lead less than 5 milligrams per Liter at an appropriately permitted In-State Landfill. Assume 575 tons for the bid. Payment for T&D will be on a per-ton basis for the actual tonnage of soil reused at a landfill.

Reserved Item. Transportation and Landfill Reuse or Disposal of Soil with TCLP Lead < 5 mg/L (Out-of-State Landfill Alternative)

Provide a cost per ton (as required) for transportation and landfill reuse or disposal of soil that contains TCLP Lead less than 5 milligrams per Liter at an appropriately permitted Out-of-State Landfill. Assume 575 tons for the bid. Payment for T&D will be on a per-ton basis for the actual tonnage of soil disposed.

8.0 ATTACHMENTS

The following is a list of attachments to this specification:

Figure 1 – Site Location Plan

Figure 2 – Site Plan

Figure 3 – MassGIS Environmental Plan

Figure 4 – Soil Sample Location & Proposed Excavation Plan

Table 1 – Soil Sample Screening Summary

Table 2 – Soil Sample Analytical Summary

Attachment 1 - Laboratory Analytical Results (EMSL Analytical Order No. 132302579)

Attachment 2 - Approval from Stablex of Canada, Inc.

Attachment 3 - Approval from the Town of Bourne Landfill

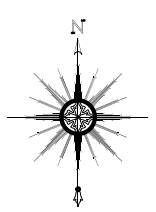


River Hawk
 ENVIRONMENTAL
 CIVIL & ENVIRONMENTAL ENGINEERING

2183 OCEAN STREET
 MARSHFIELD, MA 02050

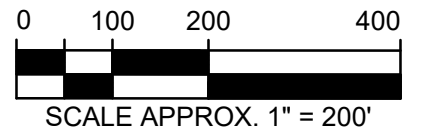
TEL: 781-536-4639
 www.RiverHawkLLC.com

DRAWING TITLE		
FIGURE 1 - SITE LOCATION PLAN		
PROJECT		
3057 MAIN STREET BREWSTER, MA		
CLIENT		
TOWN OF BREWSTER BREWSTER, MA		
APPROX. SCALE:	DATE:	DRAWN BY: MJW
NTS	JAN. 13, 2023	CHECKED BY: WPK





NOTE: ALL DETAILS ARE APPROXIMATE AND ARE NOT THE RESULT OF A FIELD SURVEY.



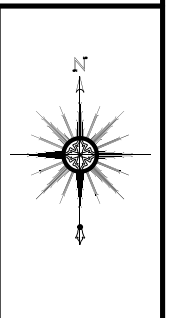
LEGEND	
---	PROPERTY LIMITS (APPROX)

River Hawk
 ENVIRONMENTAL
 CIVIL & ENVIRONMENTAL ENGINEERING

2183 OCEAN ST.
 MARSHFIELD, MA 02050

TEL: 508-523-1007
 www.RiverHawkLLC.com

DRAWING TITLE			FIGURE 2 - SITE PLAN		
PROJECT			3057 MAIN STREET BREWSTER, MA		
CLIENT			TOWN OF BREWSTER BREWSTER, MA		
APPROX. SCALE:	DATE:	DRAWN BY: HRR			
AS SHOWN	JAN. 13, 2023	CHECKED BY: WPK			



MassDEP - Bureau of Waste Site Cleanup

Phase 1 Site Assessment Map: 500 feet & 0.5 Mile Radii

Site Information:

3057 MAIN STREET BREWSTER, MA

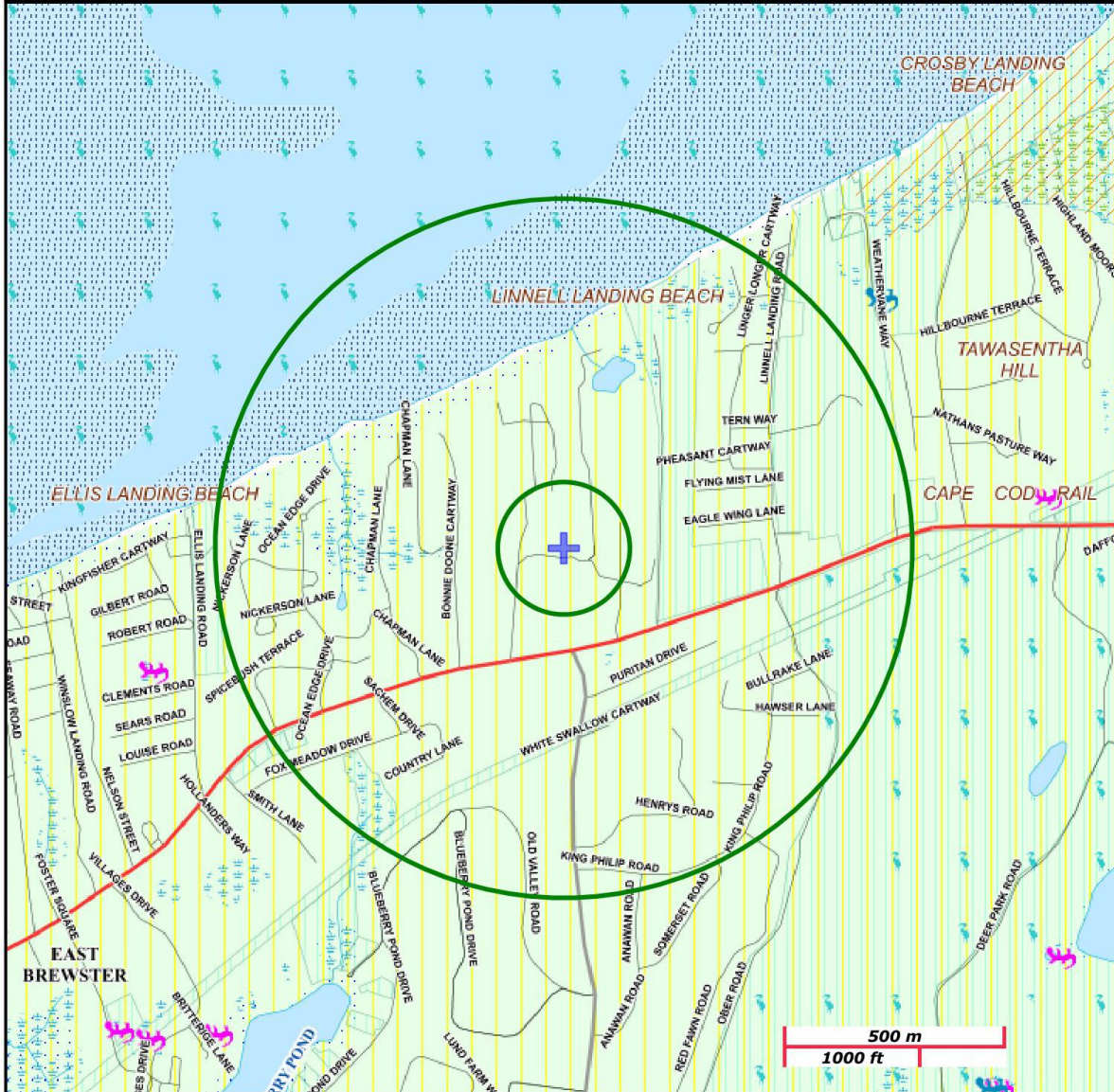
NAD83 UTM Meters:
4625340mN, 413190mE (Zone: 19)
March 30, 2021

The information shown is the best available at the date of printing. However, it may be incomplete. The responsible party and LSP are ultimately responsible for ascertaining the true conditions surrounding the site. Metadata for data layers shown on this map can be found at:
<https://www.mass.gov/orgs/massgis-bureau-of-geographic-information>



MassDEP

Commonwealth of Massachusetts
Department of Environmental Protection

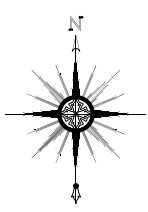


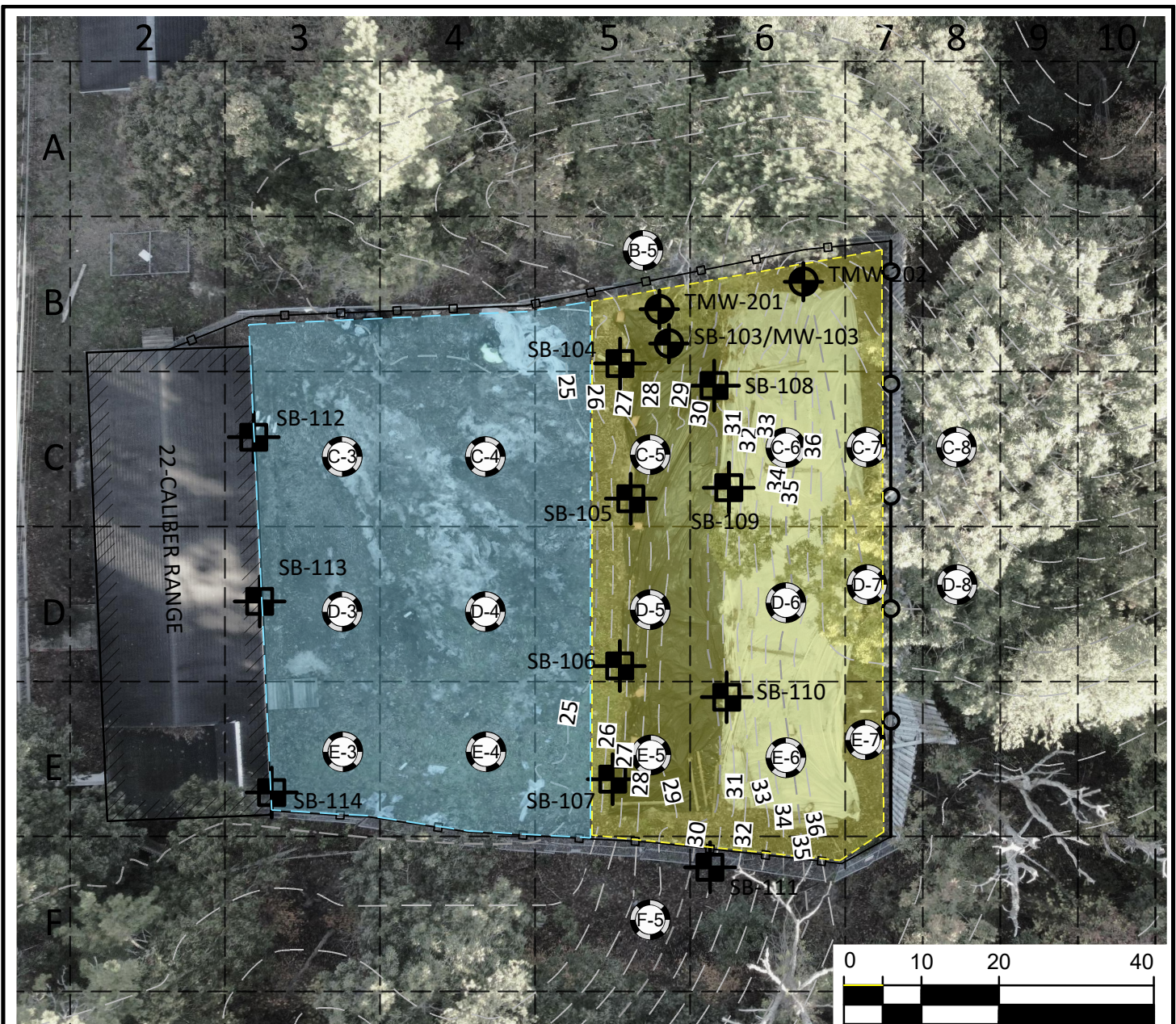
Roads: Limited Access, Divided, Other Hwy, Major Road, Minor Road, Track, Trail	PWS Protection Areas: Zone II, IWPA, Zone A
Boundaries: Town, County, DEP Region; Train; Powerline; Pipeline; Aqueduct	Hydrography: Open Water, PWS Reservoir, Tidal Flat
Basins: Major, PWS; Streams: Perennial, Intermittent, Man Made Shore, Dam	FEMA 100yr Floodplain; Protected Open Space; ACEC
Aquifers: Medium Yield, High Yield, EPA Sole Source	Est. Rare Wetland Wildlife Hab; Vernal Pool: Cert, Potential
Non Potential Drinking Water Source Area: Medium, High (Yield)	Solid Waste Landfill; PWS: Com, CW, SW, Emerg, Non-Com

River Hawk
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DRAWING TITLE		
FIGURE 3 - MASS GIS ENVIRONMENTAL PLAN		
PROJECT		
3057 MAIN STREET BREWSTER, MA		
CLIENT		
TOWN OF BREWSTER BREWSTER, MA		
APPROX. SCALE:	DATE:	DRAWN BY:
NTS	JAN. 13, 2023	MJW
		CHECKED BY:
		WPK





NOTE: ALL DETAILS ARE APPROXIMATE AND ARE NOT THE RESULT OF A FIELD SURVEY.

SCALE APPROX. 1" = 20'

LEGEND

- SOIL BORING LOCATION
- MONITORING WELL LOCATION
- TEMPORARY FENCE
- DISCRETE SOIL SAMPLE LOCATION
- TOPOGRAPHIC CONTOUR
- SHOOTING POSITION SOIL REMOVAL AREA
- BACK STOP SOIL REMOVAL AREA

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 MARSHFIELD, MA 02050

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DRAWING TITLE		FIGURE 4	
PROJECT		3057 MAIN STREET BREWSTER, MA	
CLIENT		TOWN OF BREWSTER BREWSTER, MA	
APPROX. SCALE:	DATE:	DRAWN BY:	PJK
AS SHOWN	JAN. 13, 2023	CHECKED BY:	WPK

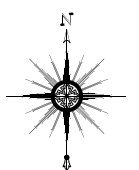


TABLE 1
Soil Sample Screening and Description Summary
(October 12, 2021 through April 5, 2023)

3057 Main Street
Brewster, MA

Sample Location	Date	Description	Depth	TOVs (ppmv)	Sb	Sb +/-	As	As +/-	Ba	Ba +/-	Cd	Cd +/-	Cr	Cr +/-	Cu	Cu +/-	Pb	Pb +/-	Hg	Hg +/-	Ni	Ni +/-	Se	Se +/-	Ag	Ag +/-	Zn	Zn +/-
					20	20	1,000	70	100	1,000	200	20	600	400	100	1,000												
MCP RCS-1 Reportable Concentrations																												
SB-101	10/12/2021	5'-10': Brown, SAND, some Silt	5'-10'	<1	<LOD	54	3	1	103	14	<LOD	29	<LOD	77	14	3	4	1	<LOD	12	<LOD	12	<LOD	3	<LOD	0	17	2
		10'-15': Brown/orange, SAND, little Silt	10'-15'	<1	<LOD	115	<LOD	11	89	12	<LOD	63	<LOD	186	22	7	<LOD	14	<LOD	35	<LOD	29	<LOD	8	<LOD	0	16	5
SB-102	10/12/2021	5'-10': Brown & orange SAND, little Gravel	5'-10'	<1	<LOD	52	3	1	81	15	28	5	<LOD	69	19	2	<LOD	5	<LOD	11	<LOD	10	<LOD	3	<LOD	0	19	2
		15'-20': Orange/Brown, SAND, little Silt, trace Gravel	15'-20'	<1	<LOD	48	<LOD	3	144	14	27	5	<LOD	62	16	2	<LOD	4	<LOD	11	<LOD	9	<LOD	3	<LOD	0	16	2
SB-103	10/12/2021	0-5': Brown, SAND, little Silt	0-5'	<1	<LOD	54	29	3	115	14	<LOD	29	<LOD	74	15	3	288	3	<LOD	13	<LOD	11	<LOD	4	<LOD	0	16	2
		5'-10': Brown/Orange, SAND, little Silt	5'-10'	<1	<LOD	51	28	4	91	14	<LOD	28	<LOD	72	13	2	991	6	<LOD	13	<LOD	11	<LOD	4	<LOD	0	16	2
		10'-15': Brown, Brown/Orange, SAND, little Gravel	10'-15'	<1	<LOD	51	3	1	298	15	39	5	<LOD	73	16	2	16	1	<LOD	11	<LOD	10	<LOD	3	<LOD	0	15	2
SB-104	10/12/2021	0-1': Dark Brown, SILT and SAND (top soil)	0-1'	<1	67	11	687	13	79	16	<LOD	21	<LOD	60	49	2	10,504	35	<LOD	21	<LOD	10	8	1	<LOD	0	25	2
		1'-2': Brown, SAND, little Silt	1'-2'	<1	<LOD	46	48	8	191	16	34	5	<LOD	67	20	2	3,754	14	<LOD	16	<LOD	10	<LOD	5	<LOD	0	23	2
SB-105	10/12/2021	0-1': Dark Brown, SAND, trace Organics (top soil)	0-1'	<1	161	12	<LOD	75	149	18	22	6	<LOD	59	54	3	14,870	50	<LOD	21	<LOD	10	<LOD	8	<LOD	0	31	2
		1'-2': Brown, SAND	1'-2'	<1	93	11	165	12	90	16	27	6	<LOD	60	41	2	10,436	34	<LOD	19	<LOD	9	6	1	<LOD	0	26	2
SB-106	10/12/2021	0-1': Dark Brown, SAND, little Gravel	0-1'	<1	129	11	95	14	98	16	<LOD	18	<LOD	54	128	3	14,804	48	<LOD	21	<LOD	9	<LOD	8	<LOD	0	29	2
		1'-2': Brown, SAND, trace Silt	1'-2'	<1	<LOD	49	113	5	131	16	29	5	<LOD	71	21	2	1,214	6	<LOD	13	<LOD	10	2	1	<LOD	0	18	2
SB-107	10/12/2021	0-1': Brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	47	126	7	86	14	28	5	<LOD	68	18	2	2,712	11	<LOD	15	<LOD	10	<LOD	5	<LOD	0	11	2
		1'-2': Light Brown/Orange, SAND, some Silt	1'-2'	<1	<LOD	47	46	4	295	17	33	5	<LOD	75	11	2	814	5	<LOD	13	12	2	<LOD	4	<LOD	0	28	2
SB-108	10/12/2021	0-1': Dark Brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	51	26	2	67	14	33	5	<LOD	69	11	2	260	3	<LOD	12	<LOD	10	<LOD	3	<LOD	0	12	2
		1'-2': Light Brown, SAND	1'-2'	<1	<LOD	52	13	2	76	14	31	5	<LOD	69	17	2	180	2	<LOD	12	<LOD	10	<LOD	3	<LOD	0	14	2
SB-109	10/12/2021	0-1': Brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	49	154	5	148	15	22	5	<LOD	70	9	2	1,372	7	<LOD	14	8	2	<LOD	4	4	1	13	2
		1'-2': Light Brown, SAND, little Silt	1'-2'	<1	<LOD	52	31	3	126	15	46	5	<LOD	73	18	2	333	3	<LOD	12	<LOD	11	<LOD	3	<LOD	0	14	2
SB-110	10/12/2021	0-1': Dark Brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	34	10	59	4	82	14	<LOD	26	<LOD	67	12	2	843	5	<LOD	12	<LOD	10	<LOD	3	<LOD	0	19	2
		1'-2': Light Brown, SAND	1'-2'	<1	<LOD	52	5	1	92	14	26	5	<LOD	67	19	2	58	2	<LOD	12	<LOD	10	<LOD	3	<LOD	0	11	2
SB-111	10/12/2021	0-1': Dark Brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	50	9	1	81	14	40	5	<LOD	68	14	2	93	2	<LOD	12	<LOD	10	<LOD	3	<LOD	0	14	2
		1'-2': Light Brown, SAND	1'-2'	<1	<LOD	53	5	1	150	15	24	6	<LOD	73	14	2	30	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	10	2
SB-112	10/12/2021	0-1': Dark Brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	47	<LOD	15	111	14	22	5	<LOD	65	1,203	9	424	3	<LOD	14	<LOD	10	<LOD	3	<LOD	0	1,348	8
		1'-2': Brown/Orange SAND, little Gravel	1'-2'	<1	<LOD	58	25	3	180	16	<LOD	32	<LOD	102	609	9	278	4	<LOD	18	17	3	<LOD	4	<LOD	0	1,196	11
SB-113	10/12/2021	0-1': Dark brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	32	85	3	101	15	16	4	<LOD	45	968	6	1,002	4	<LOD	14	<LOD	8	<LOD	3	<LOD	0	3,175	11
		1'-2': Brown, SAND	1'-2'	<1	<LOD	48	15	3	402	16	35	5	82	15	482	6	497	4	<LOD	15	12	2	<LOD	3	<LOD	0	1,550	9
SB-114	10/12/2021	0-1': Dark brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	37	21	2	87	13	<LOD	21	<LOD	50	85	2	158	2	<LOD	9	<LOD	8	<LOD	2	<LOD	0	446	4
		1'-2': Brown SAND, little Silt	1'-2'	<1	<LOD	51	6	1	100	15	23	6	<LOD	81	22	3	14	1	<LOD	12	10	2	<LOD	3	<LOD	0	126	3
SB-115	10/12/2021	0-1': Brown, SAND, little Silt, trace Organics (top soil)	0-1'	<1	<LOD	51	4	1	205	15	25	6	66	17	25	3	13	1	<LOD	12	11	3	<LOD	3	<LOD	0	28	2
		1'-2': Brown, SAND, little Silt	1'-2'	<1	<LOD	46	5	1	161	14	<LOD	26	<LOD	70	25	2	8	1	<LOD	11	<LOD	10	<LOD	3	<LOD	0	39	2
SB-116	10/12/2021	0-5': Dark Brown, SAND, little Silt	0-5'	<1	<LOD	50	4	1	138	14	39	5	<LOD	71	12	2	7	1	<LOD	12	8	2	<LOD	3	<LOD	0	20	2
SB-117	10/12/2021	0-5': Brown, SAND, little Silt	0-5'	<1	<LOD	51	2	1	140	15	33	5	<LOD	72	13	2	8	1	<LOD	12	<LOD	11	<LOD	3	4	1	17	2
SS-118	10/12/2021	0-1': Brown, SAND	0-1'	<1	<LOD	51	2	1	79	14	19	5	<LOD	71	16	2	4	1	<LOD	12	<LOD	10	<LOD	3	<LOD	0	42	2
SS-119	10/12/2021	0-1': Light Brown, SAND, little Silt	0-1'	<1	<LOD	53	3	1	89	14	19	5	<LOD	74	16	3	8	1	<LOD	11	<LOD	11	<LOD	3	<LOD	0	29	2
SS-120	10/12/2021	0-1': Light Brown, SAND, little Silt	0-1'	<1	<LOD	51	11	1	110	15	<LOD	28	<LOD	73	55	3	59	2	<LOD	12	<LOD	11	<LOD	3	<LOD	0	58	2
SS-121	10/12/2021	0-1': Light Brown, SAND, little Silt	0-1'	<1	27	9	32	1	78	14	16	5	<LOD	62	41	2	67	1	<LOD	10	<LOD	9	<LOD	3	<LOD	0	259	3

Notes: 1.) Screening for Total Organic Volatiles (TOVs) conducted with an OVM equipped with a 10.6 eV lamp and calibrated with 100 ppmv isobutylene span gas.

- 2.) Screening for metals conducted with an X-Ray Fluorescence (XRF) Spectrometer.
- 3.) MCP: Massachusetts Contingency Plan.
- 4.) Rows highlighted in yellow were submitted for laboratory analysis.
- 5.) Cells highlighted in grey are no longer representative of in-situ conditions.
- 6.) An evaluation of arsenic XRF screening results and laboratory analytical results shows a low correlation.
- 7.) Cells highlighted in yellow were detected above the MCP RCS-1 Reportable Concentrations using the XRF Spectrometer.

TABLE 1
Soil Sample Screening and Description Summary
(October 12, 2021 through April 5, 2023)

3057 Main Street
Brewster, MA

Sample Location	Date	Description	Depth	TOVs (ppmv)	Sb	Sb +/-	As	As +/-	Ba	Ba +/-	Cd	Cd +/-	Cr	Cr +/-	Cu	Cu +/-	Pb	Pb +/-	Hg	Hg +/-	Ni	Ni +/-	Se	Se +/-	Ag	Ag +/-	Zn	Zn +/-
					20	20	1,000	70	100	1,000	200	20	600	400	100	1,000												
MCP RCS-1 Reportable Concentrations																												
SB-B5	10/20/2022	0-1': Light Brown, SAND, trace Organics (top soil)	0-1'	----	<LOD	56	17	2	66	13	<LOD	31	<LOD	56	10	3	158	3	<LOD	13	<LOD	12	<LOD	3	<LOD	0	10	2
	10/20/2022	1'-2': Light Brown, SAND	1'-2'	----	<LOD	55	<LOD	5	51	11	<LOD	30	<LOD	56	12	3	20	1	<LOD	13	<LOD	12	<LOD	3	<LOD	0	10	2
SB-C3	10/20/2022	0-1': Dark Brown, SAND	0-1'	----	<LOD	176	<LOD	26	22	5	<LOD	104	<LOD	304	<LOD	72	<LOD	32	<LOD	77	<LOD	71	<LOD	19	<LOD	0	39	11
	10/20/2022	1'-2': Brown/Orange, SAND, little Gravel, trace Silt	1'-2'	----	<LOD	141	<LOD	22	51	8	<LOD	78	<LOD	214	<LOD	48	59	5	<LOD	53	<LOD	44	<LOD	12	<LOD	0	30	8
SB-C4	10/20/2022	0-1': Dark Brown, SAND, trace Gravel	0-1'	----	<LOD	177	<LOD	29	40	6	<LOD	100	<LOD	291	<LOD	66	77	7	<LOD	67	<LOD	67	<LOD	17	<LOD	0	<LOD	48
	10/20/2022	1'-2': Brown/Orange SAND, little Gravel, trace Silt	1'-2'	----	<LOD	58	4	1	150	11	<LOD	32	<LOD	69	20	3	15	1	<LOD	14	<LOD	13	<LOD	3	<LOD	0	20	2
SB-C5	10/20/2022	0-1': Brown, SAND, little Silt, trace Organics (top soil)	0-1'	----	<LOD	12	1,074	16	56	17	<LOD	23	<LOD	52	54	3	11,688	41	<LOD	24	<LOD	11	<LOD	8	<LOD	0	40	3
	10/20/2022	1'-2': Brown/Orange, SAND, trace Silt, trace Gravel	1'-2'	----	<LOD	67	12	2	64	10	<LOD	37	<LOD	87	24	4	81	3	<LOD	19	<LOD	17	<LOD	4	<LOD	0	30	3
	10/20/2022	2'-3': Light Brown, SAND	2'-3'	----	85	54	<LOD	7	51	14	<LOD	30	<LOD	56	21	3	52	2	<LOD	12	<LOD	11	<LOD	3	<LOD	0	12	2
	10/20/2022	3'-4': Light Brown, SAND	3'-4'	----	<LOD	55	12	2	106	14	<LOD	30	<LOD	58	18	3	128	2	<LOD	13	<LOD	11	<LOD	3	<LOD	0	16	2
SB-C6	10/20/2022	0-1': Light Brown, SAND	0-1'	----	<LOD	19	67	6	78	14	<LOD	56	<LOD	122	22	6	408	7	<LOD	32	<LOD	26	<LOD	8	<LOD	0	15	4
	10/20/2022	1'-2': Light Brown, SAND	1'-2'	----	<LOD	54	16	2	96	15	<LOD	29	<LOD	55	9	3	199	3	<LOD	13	<LOD	11	<LOD	3	<LOD	0	9	2
	10/20/2022	2'-3': Light Brown, SAND	2'-3'	----	72	55	<LOD	4	82	14	20	6	<LOD	59	15	3	6	1	<LOD	13	<LOD	11	<LOD	3	<LOD	0	8	2
	10/20/2022	3'-4': Light Brown, SAND	3'-4'	----	<LOD	54	<LOD	4	103	15	22	5	<LOD	56	13	2	<LOD	5	<LOD	12	<LOD	11	<LOD	3	<LOD	0	11	2
SB-C7	10/20/2022	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics (top soil)	0-1'	----	<LOD	55	46	3	145	14	<LOD	31	<LOD	66	13	3	367	4	<LOD	14	<LOD	13	<LOD	4	<LOD	0	25	2
	10/20/2022	1'-2': Brown/Orange, SAND, little Silt, little Gravel.	1'-2'	----	<LOD	51	5	1	117	15	<LOD	28	<LOD	62	19	3	25	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	22	2
SB-C8	10/20/2022	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics (top soil)	0-1'	----	<LOD	66	7	2	127	12	<LOD	37	<LOD	82	15	4	47	2	<LOD	18	<LOD	16	<LOD	4	<LOD	0	21	3
	10/20/2022	1'-2': Brown/Orange, SAND, little Silt, little Gravel.	1'-2'	----	<LOD	54	5	1	95	13	<LOD	30	<LOD	66	19	3	22	1	<LOD	13	<LOD	12	<LOD	3	<LOD	0	26	2
SB-D3	10/20/2022	0-1': Brown, SAND, little Silt, trace Organics (top soil)	0-1'	----	<LOD	54	<LOD	5	86	15	<LOD	30	<LOD	56	14	3	23	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	10	2
	10/20/2022	1'-2': Brown/Orange, SAND, trace Silt	1'-2'	----	<LOD	50	7	1	125	15	28	5	85	14	25	3	9	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	32	2
SB-D4	10/20/2022	0-1': Dark Brown, SAND, Trace Gravel	0-1'	----	<LOD	44	30	3	84	15	<LOD	24	<LOD	51	19,209	59	295	3	<LOD	14	19	2	<LOD	3	<LOD	0	4,233	17
	10/20/2022	1'-2': Brown/Orange, SAND, little Gravel, trace Silt	1'-2'	----	<LOD	56	10	1	170	14	<LOD	31	<LOD	70	29	3	36	2	<LOD	13	<LOD	13	<LOD	3	<LOD	0	41	3
SB-D5	10/20/2022	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics (top soil)	0-1'	----	<LOD	13	742	18	62	18	<LOD	18	42	11	113	3	19,244	65	<LOD	22	<LOD	10	9	2	<LOD	0	43	3
	10/20/2022	1'-2': Light Brown, SAND	1'-2'	----	<LOD	71	6	1	<LOD	2721	<LOD	39	<LOD	76	15	3	33	2	<LOD	17	<LOD	16	<LOD	4	<LOD	0	17	2
	10/20/2022	2'-3': Light Brown, SAND	2'-3'	----	136	59	<LOD	5	61	14	<LOD	33	<LOD	61	11	3	<LOD	6	<LOD	14	<LOD	12	<LOD	3	<LOD	0	12	2
	10/20/2022	3'-4": Brown/Orange, SAND, little Silt, little Gravel	3'-4'	----	<LOD	53	6	1	157	15	<LOD	29	<LOD	63	18	3	14	1	<LOD	13	<LOD	12	<LOD	3	<LOD	0	29	2
SB-D6	10/20/2022	0-1': Dark Brown, SAND, trace Gravel	0-1'	----	<LOD	50	100	5	112	15	<LOD	28	41	13	11	3	968	6	<LOD	14	<LOD	11	<LOD	4	<LOD	0	18	2
	10/20/2022	1'-2': Dark Brown, SAND	1'-2'	----	<LOD	52	39	4	113	14	<LOD	29	<LOD	59	13	3	588	5	<LOD	14	<LOD	12	<LOD	4	<LOD	0	16	2
	10/20/2022	2'-3': Brown, SAND, trace Silt, trace Gravel	2'-3'	----	<LOD	56	<LOD	5	112	13	<LOD	31	<LOD	61	11	3	11	1	<LOD	13	<LOD	12	<LOD	3	<LOD	0	13	2
	10/20/2022	3'-4": Brown, SAND, trace Silt	3'-4'	----	<LOD	59	<LOD	5	44	10	<LOD	32	<LOD	61	<LOD	13	9	1	<LOD	13	<LOD	12	<LOD	3	<LOD	0	<LOD	10
SB-D7	10/20/2022	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics (top soil)	0-1'	----	<LOD	49	16	2	145	16	<LOD	27	<LOD	59	15	3	170	2	<LOD	12	10	2	<LOD	3	<LOD	0	22	2
	10/20/2022	1'-2': Brown, SAND, little Silt, trace Gravel	1'-2'	----	<LOD	68	16	3	108	15	<LOD	38	<LOD	87	16	4	126	3	<LOD	19	<LOD	17	<LOD	5	<LOD	0	32	3
SB-D8	10/20/2022	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics (top soil)	0-1'	----	<LOD	56	11	2	112	13	<LOD	31	<LOD	75	18	3	85	2	<LOD	14	14	3	<LOD	4	<LOD	0	33	3
	10/20/2022	1'-2': Brown, SAND, little Silt, trace Gravel	1'-2'	----	<LOD	53	3	1	109	14	<LOD	29	<LOD	57	16	3	11	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	21	2
SB-E3	10/20/2022	0-1': Dark Brown, SAND	0-1'	----	<LOD	55	6	1	74	12	<LOD	30	<LOD	57	18	3	66	2	<LOD	13	<LOD	12	<LOD	3	<LOD	0	21	2
	10/20/2022	1'-2': Brown/Orange, SAND, some Gravel, trace Silt	1'-2'	----	<LOD	52	5	1	333	18	29	5	60	13	21	3	16	1	<LOD	13	9	2	<LOD	3	<LOD	0	32	2
SB-E4	10/20/2022	0-1': Brown, SAND	0-1'	----	<LOD	55	4	1	78	14	<LOD	30	<LOD	61	12	3	34	1	<LOD	13	<LOD	11	<LOD	3	<LOD	0	21	2
	10/20/2022	1'-2': Brown/Orange, SAND, some Gravel, trace Silt	1'-2'	----	<LOD	11	6	1	350	17	<LOD	29	<LOD	64	20	3	12	1	<LOD	13	<LOD	12	<LOD	3	<LOD	0	30	2
SB-E5	10/20/2022	0-1': Brown, SAND, little Silt, little Gravel, trace Organics (top soil)	0-1'	----	<LOD	49	87	4	144	18	30	5	<LOD	57	15	3	709	5	<LOD	13	<LOD	11	<LOD	4	<LOD	0	26	2
	10/20/2022	1'-2': Brown/Orange, SAND, little Silt	1'-2'	----	36	50	9	2	158	17	21	5	47	14	19	3	97	2	<LOD	12	<LOD	11	<LOD	3	<LOD	0	27	2
	10/20/2022	2'-3': Brown/Orange, SAND, little Silt	2'-3'	----	<LOD	52	5	1	165	15	18	6	<LOD	60	11	3	11	1	<LOD	12	9	3	<LOD	3	<LOD	0	27	2
	10/20/2022	3'-4": Brown, SAND, little Silt, trace Gravel	3'-4'	----	<LOD	51	6	1	129	16	17	5	45	13	19	3	27	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	21	2
SB-E6	10/20/2022	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics (top soil)	0-1'	----	<LOD	60	28	2	44	12	<LOD	34	<LOD	74	10	3	153	3	<LOD	15	<LOD	14	<LOD	4	<LOD	0	19	2
	10/20/2022	1'-2': Brown/Orange, SAND, little Gravel, trace Silt	1'-2'	----	<LOD	53	6	1	147	15	<LOD	29	41	14	16	3	41	1	<LOD	13	8	3	<LOD	3	<LOD	0	26	2
	10/20/2022	2'-3': Orange/Brown, SAND, little Gravel, trace Silt	2'-3'	----	<LOD	68	<LOD	6	155	13	<LOD	38	<LOD	83	18	4	9	1	<LOD	19	<LOD	17</						

TABLE 1
Soil Sample Screening and Description Summary
(October 12, 2021 through April 5, 2023)

3057 Main Street
Brewster, MA

Sample Location	Date	Description	Depth	TOVs (ppmv)	Sb	Sb +/-	As	As +/-	Ba	Ba +/-	Cd	Cd +/-	Cr	Cr +/-	Cu	Cu +/-	Pb	Pb +/-	Hg	Hg +/-	Ni	Ni +/-	Se	Se +/-	Ag	Ag +/-	Zn	Zn +/-
					20	20	1,000	70	100	1,000	200	20	600	400	100	1,000												
MCP RCS-1 Reportable Concentrations																												
Flat-1	4/5/2023	0-1': Dark brown, SAND	0-1'	----	<LOD	54	8	1	<LOD	2,108	20	6	<LOD	59	18	3	49	2	<LOD	13	<LOD	12	<LOD	3	<LOD	0	28	2
Flat-2	4/5/2023	0-1': Brown, SAND, trace Silt, trace Organics	0-1'	----	<LOD	54	<LOD	6	<LOD	2,009	<LOD	30	<LOD	54	17	2	33	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	17	2
Flat-3	4/5/2023	0-1': Brown, SAND, trace Silt, trace Organics	0-1'	----	65	16	<LOD	9	<LOD	3,248	<LOD	46	<LOD	94	17	4	29	2	<LOD	21	<LOD	19	<LOD	5	<LOD	0	21	3
Flat-4	4/5/2023	0-1': Dark brown, SAND	0-1'	----	<LOD	53	4	1	<LOD	2,034	<LOD	30	<LOD	57	16	3	48	2	<LOD	13	<LOD	11	<LOD	3	<LOD	0	31	2
Flat-5	4/5/2023	0-1': Dark brown, SAND	0-1'	----	<LOD	52	4	1	<LOD	1,937	18	5	<LOD	55	10	2	42	1	<LOD	12	<LOD	10	<LOD	3	<LOD	0	17	2
Backstop-1A	4/5/2023	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics	0-1'	----	94	12	617	14	<LOD	1,763	<LOD	21	51	11	54	3	11,641	39	<LOD	21	8	2	<LOD	8	82	6	48	2
Backstop-1B	4/5/2023	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics	0-1'	----	<LOD	58	338	11	<LOD	2,424	<LOD	32	<LOD	70	21	3	3,728	18	<LOD	21	<LOD	15	5	1	<LOD	0	32	3
Backstop-1C	4/5/2023	0-1': Brown, SAND, little Silt, little Gravel, trace Organics	0-1'	----	32	10	14	3	<LOD	1,957	<LOD	28	<LOD	56	11	2	533	4	<LOD	13	<LOD	11	<LOD	3	<LOD	0	13	2
Backstop-1D	4/5/2023	0-1': Light brown, SAND	0-1'	----	<LOD	53	11	2	<LOD	2,019	21	5	<LOD	54	16	2	123	2	<LOD	12	<LOD	10	<LOD	3	<LOD	0	13	2
Backstop-1E	4/5/2023	0-1': Light brown, SAND	0-1'	----	39	11	63	5	<LOD	2,000	<LOD	29	<LOD	56	18	3	997	6	<LOD	14	<LOD	11	<LOD	4	<LOD	0	23	2
Backstop-2A	4/5/2023	0-1': Brown, SAND, little Silt, trace Organics	0-1'	----	123	13	484	16	<LOD	1,678	<LOD	20	<LOD	49	44	3	14,951	54	<LOD	23	<LOD	11	6	2	90	6	26	2
Backstop-2B	4/5/2023	0-1': Brown, SAND, little Silt, trace Organics	0-1'	----	33	11	<LOD	30	<LOD	1,896	<LOD	28	<LOD	54	13	2	1,622	8	<LOD	14	<LOD	11	<LOD	4	18	5	27	2
Backstop-2C	4/5/2023	0-1': Brown, SAND, little Silt, trace Gravel, trace Organics	0-1'	----	<LOD	53	8	2	<LOD	2,036	18	5	<LOD	54	14	2	266	3	<LOD	12	<LOD	10	<LOD	3	<LOD	0	14	2
Backstop-2D	4/5/2023	0-1': Light brown, SAND	0-1'	----	43	11	506	11	<LOD	1,748	21	6	<LOD	50	33	2	7,408	25	<LOD	19	<LOD	10	5	1	36	5	43	2
Backstop-2E	4/5/2023	0-1': Light brown, SAND	0-1'	----	76	11	260	11	<LOD	1,820	27	6	<LOD	51	43	3	7,341	25	<LOD	19	<LOD	11	<LOD	7	49	5	26	2
Backstop-3A	4/5/2023	1'-2': Brown/Orange, SAND, trace Silt, trace Gravel	1'-2'	----	<LOD	54	10	2	<LOD	2,308	<LOD	30	<LOD	63	9	3	83	2	<LOD	13	<LOD	12	<LOD	3	<LOD	0	28	2
	4/5/2023	2'-3': Light Brown, SAND	2'-3'	----	<LOD	52	5	1	<LOD	2,201	21	6	<LOD	60	16	3	52	2	<LOD	12	<LOD	12	<LOD	3	21	5	43	2
Backstop-3B	4/5/2023	1'-2': Light Brown, SAND	1'-2'	----	<LOD	53	9	2	<LOD	2,294	<LOD	29	<LOD	63	10	3	128	2	<LOD	13	8	3	<LOD	3	<LOD	0	24	2
	4/5/2023	2'-3': Light Brown, SAND	2'-3'	----	<LOD	61	<LOD	5	<LOD	2,576	<LOD	34	<LOD	72	17	3	8	1	<LOD	15	<LOD	14	<LOD	4	<LOD	0	18	2
Backstop-3C	4/5/2023	1'-2': Brown/Orange, SAND, little Silt	1'-2'	----	<LOD	51	6	1	<LOD	2,098	26	5	<LOD	58	14	3	13	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	23	2
	4/5/2023	2'-3': Brown/Orange, SAND, little Silt	2'-3'	----	<LOD	53	7	1	<LOD	2,338	<LOD	29	<LOD	65	22	3	41	2	<LOD	13	<LOD	12	<LOD	3	<LOD	0	26	2
Backstop-3D	4/5/2023	1'-2': Light Brown, SAND	1'-2'	----	<LOD	59	9	1	<LOD	2,508	<LOD	33	<LOD	68	16	3	41	2	<LOD	14	<LOD	14	<LOD	4	<LOD	0	20	2
	4/5/2023	2'-3': Light Brown, SAND	2'-3'	----	<LOD	52	6	1	<LOD	2,128	24	6	<LOD	57	18	3	22	1	<LOD	12	8	2	<LOD	3	<LOD	0	22	2
Backstop-3E	4/5/2023	1'-2': Dark Brown, SAND	1'-2'	----	<LOD	51	4	1	<LOD	2,175	<LOD	28	<LOD	60	19	3	10	1	<LOD	12	<LOD	11	<LOD	3	<LOD	0	33	2
	4/5/2023	2'-3': Brown, SAND, trace Silt, trace Gravel	2'-3'	----	<LOD	50	<LOD	8	<LOD	2,096	20	5	<LOD	58	11	2	84	2	<LOD	11	<LOD	11	<LOD	3	<LOD	0	19	2

- Notes: 1.) Screening for Total Organic Volatiles (TOVs) conducted with an OVM equipped with a 10.6 eV lamp and calibrated with 100 ppmv isobutylene span gas.
2.) Screening for metals conducted with an X-Ray Fluorescence (XRF) Spectrometer.
3.) MCP: Massachusetts Contingency Plan.
4.) Rows highlighted in yellow were submitted for laboratory analysis.
5.) Cells highlighted in grey are no longer representative of in-situ conditions.
6.) An evaluation of arsenic XRF screening results and laboratory analytical results shows a low correlation.
7.) Cells highlighted in yellow were detected above the MCP RCS-1 Reportable Concentrations using the XRF Spectrometer.

TABLE 2
Soil Sample Analytical Summary
(October 12, 2021 through October 20, 2022)

3057 Main Street
Brewster, MA

Analyte	Units	MCP Method 1 Soil Standards			MCP Upper Conc. Limits	SOIL SAMPLE IDENTIFICATION/RESULTS																						
		S-1/GW-1	S-1/GW-2	S-1/GW-3		SB-101 (35'-40')	SB-102 (15'-20')	SB-103 (5'-10')	SB-104 (0'-1')	SB-104 (1'-2')	SB-106 (0'-1')	SB-106 (1'-2')	SB-108 (0'-1')	SB-108 (1'-2')	SB-110 (0'-1')	SB-110 (1'-2')	SB-113 (0'-1')	SB-113 (1'-2')	SB-118 (0'-1')	SB-119 (0'-1')	SB-120 (0'-1')	SB-121 (0'-1')	SB-122 (0'-6")	SB-123 (0'-6")	SB-124 (0'-6")	SB-125 (0'-6")	SB-B5 (0'-1')	
		10/12/2021	10/12/2021	10/12/2021		10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	10/12/2021	11/8/2021	11/8/2021	11/8/2021	11/8/2021	11/8/2021
Extractable Petroleum Hydrocarbons (MassDEP EPH Method)																												
C ₉ -C ₁₈ Aliphatic Hydrocarbons	mg/kg	1,000	1,000	1,000	20,000	<15.7	<18.1	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
C ₁₉ -C ₃₆ Aliphatic Hydrocarbons	mg/kg	3,000	3,000	3,000	20,000	<15.7	<18.1	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
C ₁₁ -C ₂₂ Aromatic Hydrocarbons	mg/kg	1,000	1,000	1,000	10,000	<15.7	<18.1	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
2-Methylnaphthalene	mg/kg	0.7	80	300	5,000	<0.21	<0.24	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Acenaphthene	mg/kg	4	1,000	1,000	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Acenaphthylene	mg/kg	1	600	10	10,000	<0.21	<0.24	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Anthracene	mg/kg	1,000	1,000	1,000	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Benzo(a)anthracene	mg/kg	7	7	7	3,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Benzo(a)pyrene	mg/kg	2	2	2	300	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Benzo(b)fluoranthene	mg/kg	7	7	7	3,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Benzo(g,h,i)perylene	mg/kg	1,000	1,000	1,000	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Benzo(k)fluoranthene	mg/kg	70	70	70	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Chrysene	mg/kg	70	70	70	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Dibenzo(a,h)Anthracene	mg/kg	0.7	0.7	0.7	300	<0.21	<0.24	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Fluoranthene	mg/kg	1,000	1,000	1,000	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Fluorene	mg/kg	1,000	1,000	1,000	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Indeno(1,2,3-cd)Pyrene	mg/kg	7	7	7	3,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Naphthalene	mg/kg	4	20	500	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Phenanthrene	mg/kg	10	500	500	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Pyrene	mg/kg	1,000	1,000	1,000	10,000	<0.42	<0.48	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Volatile Petroleum Hydrocarbons (MassDEP VPH Method)																												
C ₅ -C ₆ Aliphatic Hydrocarbons	mg/kg	100	100	100	5,000	8.81	<11.2	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
C ₉ -C ₁₂ Aliphatic Hydrocarbons	mg/kg	1,000	1,000	1,000	20,000	<13.7	<22.4	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
C ₉ -C ₁₀ Aromatic Hydrocarbons	mg/kg	100	100	100	5,000	<6.57	<10.8	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Benzene	mg/kg	2	40	40	10,000	<0.13	<0.22	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Ethylbenzene	mg/kg	40	500	500	10,000	<0.13	<0.22	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Methyl tert-Butyl Ether	mg/kg	0.1	100	100	5,000	<0.03	<0.05	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Naphthalene	mg/kg	4	20	500	10,000	<0.13	<0.22	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Toluene	mg/kg	30	500	500	10,000	<0.13	<0.22	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Total Xylenes	mg/kg	400	100	500	10,000	<0.39	<0.65	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Volatile Organic Compounds (US EPA Method 8260B) *Detected Analytes Only																												
Total VOCs	mg/kg	NS	NS	NS	NS	ND	ND	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Total Metals (US EPA 6000/7000 Series Methods)																												
Antimony	mg/kg	20	20	20	300	---	---	---	96.2	5.71	198	8.34	<4.58	<4.98	<5.13	<5.11	<6.89	<4.84	---	---	---	---	---	<5.07	<4.65	<5.14	<4.80	<3.19
Arsenic	mg/kg	20	20	20	500	---	---	1.32	4.35	2.39	4.63	<2.64	<2.29	<2.49	<2.56	<2.55	<3.45	<2.42	---	---	---	---	---	---	---	---	---	<1.6
Barium	mg/kg	1,000	1,000	1,000	10,000	---	---	---	5.37	4.1	5.36	7.24	2.74	<2.49	4.44	<2.55	58.2	21.4	---	---	---	---	---	---	---	---	---	---
Beryllium	mg/kg	90	90	90	2,000	---	---	---	<0.11	0.1	<0.12	0.15	<0.1	<0.11	<0.11	<0.11	<0.15	0.25	---	---	---	---	---	---	---	---	---	
Cadmium	mg/kg	70	70	70	1,000	---	---	---	<0.5	<0.42	<0.55	<0.53	<0.46	<0.5	<0.51	<0.51	<0.69	<0.48	---	---	---	---	---	---	---	---	---	
Chromium	mg/kg	100	100	100	2,000	---	---	---	1.73	2.69	2.33	3.74	1.16	1.04	1.58	<1.02	5.23	7.01	---	---	---	---	---	---	---	---	---	0.64
Copper	mg/kg	NS	NS	NS	NS	---	---	---	3.75	36.8	7.88	247	12.7	<2.29	<2.49	<2.56	<2.55	1,190	531	---	---	---	---	---	---	---	---	<1.6
Lead	mg/kg	200	200	200	6,000	---	---	---	545	27,800	2,510	46,000	3,450	368	201	604	88	953	559	---	---	---	---	---	---	---	---	71.3
Nickel	mg/kg	600	600	600	10,000	---	---	---	<2.51	<2.09	<2.74	<2.64	<2.29	<2.49	<2.56	<2.55	4.20	4.67	---	---	---	---	---	---	---	---	---	
Selenium	mg/kg	400	400	400	7,000	---	---	---	<5.02	<4.18	<5.48	<5.28	<4.58	<4.98	<5.13	<5.11	<6.89	<0.48	---	---	---	---	---	---	---	---	---	
Silver	mg/kg	100	100	100	2,000	---	---	---	0.91	<0.42	1.97	<0.53	<0.46	<0.5	<0.51	<0.51	<0.69	<0.48	---	---	---	---	---	---	---	---	---	
Thallium	mg/kg	8	8	8	800	---	---	---	<5.02	<4.18	<5.48	<5.28	<4.58	<4.98	<5.13	<5.11	<6.89	<4.84	---	---	---	---	---	---	---	---	---	
Vanadium	mg/kg	400	400	400	7,000	---	---	---	2.63	3.96	3.18	5.39	1.9	1.76	2.79	1.47	3.19	12.1	---	---	---	---	---	---	---	---	---	
Zinc	mg/kg	1,000	1,000	1,000	10,000	---	---	---	7.06	23.2	15.2	23	20.3	4.56	3.17	5.03	<2.55	2,320	1,250	---	---	---	---	---	---	---	---	1.8
Toxicity Characteristic Leaching Procedure (TCLP) - Metals (US EPA Method 1311)																												
TCLP-Lead	mg/L	NS	NS	NS	NS	---	---	---	243	425	1,860	302	---	---	---	---	---	10.1	4.30	---	---	---	---	---	---	---	---	
Organochlorine Pesticides (US EPA Method 8081B) * Detected Analytes Only																												
4,4'-DDD	mg/kg	8	8	8	600	---	---	---	---	---	---	---	---	---	---	---	---	---	<0.0026	<0.0025	0.0102	0.0059	---	---	---	---	---	---
4,4'-DDE	mg/kg	6	6	6	600	---	---	---	---	---	---	---	---	---	---	---	---	---	<0.0026	0.0035	0.087	0.0708	---	---	---	---	---	---
4,4'-DDT	mg/kg	6	6	6	600	---	---	---	---	---	---	---	---	---	---	---	---	---	0.0153	0.0281	0.55	0.328	---	---	---	---	---	---
Methoxychlor	mg/kg	200	200	200	4,000	---	---	---	---	---	---	---	---	---	---	---	---	---	<0.0026	<0.0025	0.0027	<0.003	---	---	---	---		

TABLE 2
Soil Sample Analytical Summary
(October 12, 2021 through October 20, 2022)

3057 Main Street
Brewster, MA

Analyte	Units	MCP Method 1 Soil Standards			MCP Upper Conc. Limits	SOIL SAMPLE IDENTIFICATION/RESULTS																						
		S-1/GW-1	S-1/GW-2	S-1/GW-3		SB-C3 (0-1')	SB-C4 (0-1')	SB-C5 (1'-2')	SB-C6 (0-1')	SB-C6 (1'-2')	SB-C6 (2'-3')	SB-C7 (1'-2')	SB-D3 (0-1')	SB-D4 (1'-2')	SB-D5 (1'-2')	SB-D6 (0-1')	SB-D6 (1'-2')	SB-D6 (2'-3')	SB-D7 (1'-2')	SB-D8 (0-1')	SB-E3 (0-1')	SB-E5 (1'-2')	SB-E6 (0-1')	SB-E6 (1'-2')	SB-E7 (0-1')	SB-E7 (1'-2')	SB-F5 (0-1')	
		10/20/2022	10/20/2022	10/20/2022		10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022	10/20/2022
Extractable Petroleum Hydrocarbons (MassDEP EPH Method)																												
C ₉ -C ₁₈ Aliphatic Hydrocarbons	mg/kg	1,000	1,000	1,000	20,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
C ₁₉ -C ₃₆ Aliphatic Hydrocarbons	mg/kg	3,000	3,000	3,000	20,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
C ₁₁ -C ₂₂ Aromatic Hydrocarbons	mg/kg	1,000	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
2-Methylnaphthalene	mg/kg	0.7	80	300	5,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Acenaphthene	mg/kg	4	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Acenaphthylene	mg/kg	1	600	10	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Anthracene	mg/kg	1,000	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Benzo(a)anthracene	mg/kg	7	7	7	3,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Benzo(a)pyrene	mg/kg	2	2	2	300	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Benzo(b)fluoranthene	mg/kg	7	7	7	3,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Benzo(g,h,i)perylene	mg/kg	1,000	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Benzo(k)fluoranthene	mg/kg	70	70	70	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Chrysene	mg/kg	70	70	70	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Dibenzo(a,h)Anthracene	mg/kg	0.7	0.7	0.7	300	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Fluoranthene	mg/kg	1,000	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Fluorene	mg/kg	1,000	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Indeno(1,2,3-cd)Pyrene	mg/kg	7	7	7	3,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Naphthalene	mg/kg	4	20	500	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Phenanthrene	mg/kg	10	500	500	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Pyrene	mg/kg	1,000	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Volatile Petroleum Hydrocarbons (MassDEP VPH Method)																												
C ₅ -C ₆ Aliphatic Hydrocarbons	mg/kg	100	100	100	5,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
C ₉ -C ₁₂ Aliphatic Hydrocarbons	mg/kg	1,000	1,000	1,000	20,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
C ₉ -C ₁₀ Aromatic Hydrocarbons	mg/kg	100	100	100	5,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Benzene	mg/kg	2	40	40	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Ethylbenzene	mg/kg	40	500	500	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Methyl tert-Butyl Ether	mg/kg	0.1	100	100	5,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Naphthalene	mg/kg	4	20	500	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Toluene	mg/kg	30	500	500	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Total Xylenes	mg/kg	400	100	500	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Volatile Organic Compounds (US EPA Method 8260B) *Detected Analytes Only																												
Total VOCs	mg/kg	NS	NS	NS	NS	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Total Metals (US EPA 6000/7000 Series Methods)																												
Antimony	mg/kg	20	20	20	300	<3.45	<3.16	<3.07	57.8	<3.31	<3.12	<3.12	<3.66	<3.33	<2.92	13.4	<3.14	<4.99	<5.19	<5.18	<3.35	<2.77	<3.01	<3.11	<4.69	<5.56	<4.72	
Arsenic	mg/kg	20	20	20	500	<1.72	<1.58	1.64	<1.51	<1.66	<1.56	<1.56	<1.83	2.43	<1.46	<1.61	<1.57	<2.5	<2.6	2.84	<1.67	<1.39	<1.51	1.86	<2.34	<2.78	<2.36	
Barium	mg/kg	1,000	1,000	1,000	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Beryllium	mg/kg	90	90	90	2,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Cadmium	mg/kg	70	70	70	1,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Chromium	mg/kg	100	100	100	2,000	2.46	0.89	3.13	0.75	0.73	0.64	2.98	0.87	3.58	0.6	1.46	1.82	1.52	6.86	7.5	1.31	3.4	1.45	4.04	2.95	4.71	<0.94	
Copper	mg/kg	NS	NS	NS	NS	3.47	<1.58	3.15	2.67	<1.66	<1.56	<1.56	<1.83	8.1	<1.46	<1.61	<1.57	<2.5	<2.6	2.69	<1.67	1.44	<1.51	2.9	<2.34	<2.78	<2.36	
Lead	mg/kg	200	200	200	6,000	29	53.1	131	7,220	102	4.76	12.8	25.4	15.5	103	1,660	249	12.4	111	44.1	31.8	19.4	98.3	17.5	31.1	10.3	12.3	
Nickel	mg/kg	600	600	600	10,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Selenium	mg/kg	400	400	400	7,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Silver	mg/kg	100	100	100	2,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Thallium	mg/kg	8	8	8	800	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Vanadium	mg/kg	400	400	400	7,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Zinc	mg/kg	1,000	1,000	1,000	10,000	19	3.95	6.31	2.13	1.73	<1.56	4.6	3.19	16.6	<1.46	4	3.78	2.76	10.5	9.99	5.61	5.94	2.92	6.68	4.25	7.37	3.75	
Toxicity Characteristic Leaching Procedure (TCLP) - Metals (US EPA Method 1311)																												
TCLP-Lead	mg/L	NS	NS	NS	NS	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Organochlorine Pesticides (US EPA Method 8081B) * Detected Analytes Only																												
4,4'-DDD	mg/kg	8	8	8	600	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
4,4'-DDE	mg/kg	6	6	6	600	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
4,4'-DDT	mg/kg	6	6	6	600	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----
Methoxychlor	mg/kg	200	200	200	4,000	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

Notes:
MCP: Massachusetts Contingency Plan.
ND: Not detected at a concentration greater than the analytical method detection limit (i.e., non-detect).
NS: No Standard in the MCP.
Note 1: Values shaded in yellow are greater than the MCP Method 1 S-1 Soil Standard.
Note 2: Values shaded in red exceed the federal TCLP Lead Standard (5.0 mg/L).
Note 3: Values shaded in gray are not representative of in-situ soil conditions (i.e., the soil has been removed, the s and/or the sample is not representative due to sampling error).



EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com> / bostonlab@emsl.com

EMSL Order: 132302579
Customer ID: MISC-SC
Customer PO:
Project ID: EMSL-NM

Attention: William Kenney River Hawk Environmental 2183 Ocean Street Suite 2 Marshfield, MA 02050	Phone: (508) 789-8920 Fax: Received Date: 04/07/2023 4:05 PM Analysis Date: 04/21/2023 Collected Date: 04/05/2023
Project: 3057 Main Street; Brewster, MA (EMSL-NM)	

**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 <small>132302579-0001</small>	.22 Shingle - Roofing Shingle	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
2 <small>132302579-0002</small>	.22 Tar Paper - Roofing Adhesive Tar Paper	Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
3 <small>132302579-0003</small>	BB-Gun Shingle - Roofing Shingle	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
4 <small>132302579-0004</small>	BB-Gun Tar Paper - Roofing Adhesive Tar Paper	Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected

Analyst(s)
John McCarthy (4)

Steve Grise, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-139, VT AL998919, ME LB-0039

Initial report from: 04/21/2023 14:25:39



760, boul. Industriel
Blainville QC Canada J7C 3V4
T 450 430-9230 F 450 430-4642

www.stablex.com

June 9th, 2023

Town of Brewster
2198 Main Street
Brewster, MA
02631

Subject: Waste acceptance

Based on the profile and samples submitted, Stablex Canada Inc. is permitted to receive the following material for treatment and disposal at its facility located in Blainville, Quebec, Canada:

- **Lead impacted soil – Stablex code #033726**

Material will be chemically treated and stabilized before placement in disposal cell.

Should you require additional information, please do not hesitate to contact the undersigned.

Sincerely,

Pierre-Olivier Gagné
Technical advisor,
Chemist

SITEC

ENVIRONMENTAL

Civil and Environmental Engineering, Land Use
Planning, Hazardous and Solid Waste Consulting

SITEC ENVIRONMENTAL, Inc.
769 Plain Street, Unit C
Marshfield, MA 02050
Tel. (781) 319-0100 FAX (781) 834-4783

May 4, 2023

Town of Bourne
Integrated Solid Waste Management
201 MacArthur Boulevard (Route 28)
Bourne, MA 02532

Attention: Mr. Daniel Barrett

Reference: Former .22 Caliber Rifle Range, Brewster
SE No. 379
Bourne Landfill

Dear Mr. Barrett:

Per your request, SITEC Environmental has reviewed the site information and analytical data that has been provided to us, relative to the following project for conformance with the requirements of DEP Policy # COMM-97-001, "Reuse and Disposal of Contaminated Soils at Massachusetts Landfills":

Site Name:	Former .22 Caliber Rifle Range
Site Location:	3057 Main Street, Brewster, MA
Material Type:	Sand With Lesser Amounts of Silt and Gravel
Quantity:	200 cy

Based upon our review of the information that has been provided to us, it appears that the material represented by the samples identified as "Backstop (1'-2')", and "Backstop (2'-3')" is suitable for reuse at the Bourne Landfill, including use as intermediate cover.

Should you have any questions regarding this matter please do not hesitate to contact me.

Very truly yours,
SITEC Environmental, Inc.



A. Raymond Quinn, P.E.
Senior Project Manager