



BID DOCUMENTS

FOR

SCITUATE FORESHORE PROTECTION REPAIRS

SITE 1 – GLADES, GANNETT ROADS, AND 7 SURFSIDE ROAD

SITE 2 – 91 SURFSIDE ROAD

SITE 3 – SEASIDE ROAD

CONTRACT NO. 25-FS-02

February 2025

PREPARED FOR:

TOWN OF SCITUATE

Department of Public Works

Engineering Division

600 Chief Justice Cushing Highway

Scituate, MA. 02066

PREPARED BY:

GZA GEOENVIRONMENTAL, INC.

144 Elm Street

Amesbury, Massachusetts 01913

TABLE OF CONTENTS

Section Number

Bidding and Contract Requirements

Invitation for Bids	00020
Instructions to Bidders	00100
Form of General Bid	00300
Certificate of Non-Collusion	00310
Tax Compliance Certificate	00320
Agreement	00500
Construction Performance Bond	00610
Construction Payment Bond	00620
Supplemental Conditions	00800
Excerpts from Applicable State Law	00850

Technical Specifications

General Requirements	01000
Mobilization and Demobilization	02002
Demolition and Removal	02003
Excavation, Backfilling and Compaction	02200
Revetment/Stone Construction	02300
Marine Concrete	03300
Concrete Repair and Construction	03400
Miscellaneous Metals	05000

Attachment A - Wage Rates

Attachment B - Regulatory Permit Documents

Attachment C – Project Drawings

Scituate Foreshore Protection Repairs, Scituate, MA., prepared by GZA
GeoEnvironmental, Inc., including Sheets 1 through 9 of 9:

CONTRACT NO. 25-FS-02

NOTICE TO BIDDERS - INVITATION TO BID

Sealed Bids for the General Contract for the North Scituate Beach Revetment Project will be received by the Office of the Town Administrator, Town Hall, 600 Chief Justice Cushing Way, Scituate, MA, **until 3:00 pm EST, Thursday, April 3, 2025**, and at that time and place will be publicly opened and read aloud in the Selectboard Room in Town Hall.

The work is divided into three "Sites": Site 1 - Glades, Gannett and 7 Surfside Road; Site 2 – 91 Surfside Road; and Site 3 – Seaside Road. Work at Site 1 includes repairs to structures damaged by three separate declared storms, Nemo, Juno, and Riley. Site 2 includes repairs associated with only Storm Juno, and Site 3 includes repairs associated with only Storm Riley. Because the project is partially funded by FEMA, the costs of the repairs must be tracked by Site and Storm Event. Throughout these Contract documents (including pay items) for Site 1, "N" indicates Storm Nemo, "J" indicates Storm Juno, and R indicates Storm Riley. In addition, Site 1 is also broken up by location with a section number typically following the letter of the storm. Since some of the work is considered Hazard Mitigation and must also be tracked separately, "HMP" is used to indicate this work. Site 1 also includes additional Alternate "ALT" work as broken out below and throughout these Contract Documents.

The project generally consists of furnishing all labor, materials, equipment, and incidentals to the repair of the storm-damaged foreshore structures located along Glades Road, Gannett Road, Surfside Road, and Seaside Road. This work shall consist of working in tidal conditions, Dig Safe notifications; verification of benchmark elevations; construction access and staging preparation; protecting property and structures to remain; demolition and disposal of portions of existing damaged and deteriorated concrete structures; various repairs to concrete structures including seawall cap repairs, crack and spall repairs, seawall overlay, and in-kind replacement; revetment repairs including removal and resetting toe revetment, revetment slope, and cap with existing salvaged and supplemental armor stone, bedding stone, and new filter fabric; resetting and reshaping of upper slope stones; backfill and restore eroded vegetated areas; management and disposal of all associated demolition and construction debris; restoration of disturbed site access, staging, and construction areas. The work also includes but is not limited to all forms, reinforcing members, dowelling, concrete, stone handling, stockpiling, and resetting; labor, survey, supervision, machinery, and materials required to complete the project as shown on the contract drawings entitled 'Scituate Foreshore Protection Repairs,' prepared by GZA GeoEnvironmental, Inc. for the proposed project located along Glades and Gannett Roads, 7 Surfside Road, 91 Surfside Road, and Seaside Road in Scituate, MA.

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

A pre-bid conference will be held on **Wednesday, March 19, 2025, at 9:00 am** at the project site, **Parking Area near the intersection of Glades and Gannett Roads, Scituate, Massachusetts.**

Questions regarding the project or bid documents must be submitted in writing to Mr. David Smith, GZA GeoEnvironmental, Inc., 144 Elm Street, Amesbury, MA. 01913 or, via electronic mail to david.smith@gza.com, by **March 28, 2025, at 11:00am.**

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

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

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

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

The successful bidder agrees to complete the work on or before **November 20, 2026**. No work may occur between the **Friday before Memorial Day Weekend**, and the **day after Labor Day Weekend**, at Site 1. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after the **Friday before Memorial Day Weekend**, that the work remains incomplete at Site 1, in accordance with the terms of the Agreement. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after **November 20, 2026**, that the work remains incomplete at Sites 1, 2, or 3, in accordance with the terms of the Agreement.

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

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

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

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

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

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

JAMES BOUDREAU
TOWN ADMINISTRATOR
TOWN OF SCITUATE, MASSACHUSETTS

Patriot Ledger

END OF SECTION

INFORMATION FOR BIDDERS
TOWN OF SCITUATE
DEPARTMENT OF PUBLIC WORKS

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

SCITUATE FORESHORE PROTECTION REPAIRS
TOWN OF SCITUATE, MASSACHUSETTS
CONTRACT NO. 25-FS-02

will be received at the office of the Town Administrator, Town Hall, 600 Chief Justice Cushing Highway, Scituate, Massachusetts, 02066, **until 3:00 pm EST, Thursday, April 3, 2025**, at which time and place they will be publicly opened and read in the Selectboard Room in Town Hall.

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

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

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

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

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

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

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

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

- C. The work is divided into three "Sites": Site 1 - Glades, Gannett and 7 Surfside Road; Site 2 – 91 Surfside Road; and Site 3 – Seaside Road. Work at Site 1 includes repairs to structures damaged by three separate declared storms, Nemo, Juno, and Riley. Site 2 includes repairs associated with only Storm Juno, and Site 3 includes repairs associated with only Storm Riley. Because the project is partially funded by FEMA,

the costs of the repairs must be tracked by Site and Storm Event. Throughout these Contract documents (including pay items) for Site 1, "N" indicates Storm Nemo, "J" indicates Storm Juno, and R indicates Storm Riley. In addition, Site 1 is also broken up by location with a section number typically following the letter of the storm. Since some of the work is considered Hazard Mitigation and must also be tracked separately, "HMP" is used to indicate this work. Site 1 also includes additional Alternate "ALT" work as broken out below and throughout these Contract Documents.

- D. The project generally consists of furnishing all labor, materials, equipment, and incidentals to the repair of the storm-damaged foreshore structures located at three project sites along Glades Road, Gannett Road, Surfside Road, and Seaside Road. This work shall consist of working in tidal conditions, Dig Safe notifications; verification of benchmark elevations; construction access and staging preparation; protecting property and structures to remain; demolition and disposal of portions of existing damaged and deteriorated concrete structures; various repairs to concrete structures including seawall cap repairs, crack and spall repairs, seawall overlay, and in-kind replacement; revetment repairs including removal and resetting toe revetment, revetment slope, and cap with existing salvaged and supplemental armor stone, bedding stone, and new filter fabric; resetting and reshaping of upper slope stones; backfill and restore eroded vegetated areas; management and disposal of all associated demolition and construction debris; restoration of disturbed site access, staging, and construction areas. The work also includes but is not limited to all forms, reinforcing members, dowelling, concrete, stone handling, stockpiling, and resetting; labor, survey, supervision, machinery, and materials required to complete the project as shown on the contract drawings entitled 'Scituate Foreshore Protection Repairs, 'dated February 2025, prepared by GZA GeoEnvironmental, Inc. for the proposed project located along Glades and Gannett Roads, 7 Surfside Road, 91 Surfside Road, and Seaside Road in Scituate, MA.
- E. A site walk-through will be performed by the Owner on **Wednesday, March 19, 2025, at 9:00 am at the project site, Parking Area near the intersection of Glades and Gannett Roads, Scituate, Massachusetts**, which will overview and acquaint the Contractor with the work set forth hereunder. All prospective bidders are encouraged to attend. If the bidder chooses not to attend this meeting, they shall waive any information provided at this meeting. Any responses to written bidders questions will be provided by addendum.
- F. Each bid shall be made out on the bid sheet attached hereto, state the proposed lump sum and/or unit price, whichever is applicable for performing the work, both in words and in figures and be signed by the bidder with his/her business address and shall be accompanied by a DEPOSIT in the form of a bid bond, or a certified check or a treasurer's or cashier's check by a responsible bank or trust company in an amount not less than five percent (5%) of the value of the bid, payable to the TOWN OF SCITUATE, MASSACHUSETTS on or before **3:00 pm EST, Thursday, April 3, 2025.**

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

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

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

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

- I. Except as hereinafter in this sub-section otherwise expressly provided, once his/her bid is submitted and received by the owner for consideration and comparison with other bids similarly submitted the bidder agrees that he/she may not and will not withdraw it within ninety (90) business days after the actual date of the opening of the bids. Upon proper written request and identification, bids may be withdrawn only as follows:
 1. at any time prior to the designated time for the opening of bids.
 2. provided the bid has not theretofore been accepted by the owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his/her bid.

- J. Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the agreement has been executed by both parties thereto or until the owner notifies a bidder in writing that his/her bid is rejected or that the owner does not intend to accept it, or returns his/her bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid. You should be aware that all contractors performing work for the Owner are required to present evidence of Workers' Compensation and Employers' Liability Insurance coverage; a certificate of insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies of not less than \$1,000,000 for bodily injury or death arising out of any one occurrence and property damage limits of not less than \$3,000,000 arising out of any occurrence for each type of coverage; as well as excess liability coverage in an amount to be no less than \$3,000,000; as well as copies for said General Liability and Business Auto Liability Insurance Policies or an endorsement naming the Owner, its Board, and its officers, agents and employees as additional insured's, a standard cross-liability endorsement, an endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Owner has received written notification by first class mail from the insurance carrier of such cancellation or reduction, and an endorsement stating that the insurance afforded thereby to Owner and its officers, agents and employees shall be primary insurance to the full limits of the policy, and that if Owner and its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Contractor shall further procure for the Owner' benefit, course of construction insurance coverage for all risks of loss in an amount equal to the completed value of the project. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Owner before work commences. Bidders that may "self-insure" are to provide detailed evidence of coverage and may be required to produce additional financial disclosures, such that any and all concerns raised by any Owner shall be redressed to the satisfaction of said Owner. A bidder that fails to comply with said additional requests by Owner may be deemed to be unresponsive and as such may be precluded from any further consideration by the Owner.

- K. The award of a contract is subject to the Owner's receipt funding and of all regulatory approvals from local, state, or federal agencies.

- L. The "Contract Documents" consist of Notice to Bidders, this Information for Bidders; Bidding Requirements; the Bid, including Equal Opportunity Employer Forms and Minority Business Enterprise Forms; Agreement; Faithful Performance Bond; Payment Bond; General and Special Conditions; Technical Specifications; and Contract Plans. Copies of Plans, Specification and Contract Documents at Accent Printing, at 99 Chelmsford Road, North Billerica, MA between 9 a.m. and 4 p.m. Contract Documents may be viewed and downloaded as a Portable Document File (PDF) free of charge at <https://www.accentblueprints.com/jobs/public>. If printed copies are desired by the prospective bidders, such copies of the Contract Drawings and Specifications may be ordered through the same website. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable.
- M. In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning to the contract document, or the equality or use of products or methods other than those designated or described on the specifications. Any information given to bidders other than by means of the Contract Documents, including addenda as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner.

To receive consideration, such questions shall be submitted in writing to Mr. David Smith of GZA GeoEnvironmental, Inc., 144 Elm Street, Amesbury, MA 01913 or, via electronic mail to David.smith@gza.com by **March 28, 2025, at 11:00am**. If the question involves the equality or use of product or methods, it must be accompanied by drawings, specifications, or other data the Owner will set forth as Addenda, which shall become a part of the contract documents, such questions and his/her decision regarding each, received as above provided and are in his/her sole judgment appropriate or necessary. At least one (1) day prior to the receipt of bids, he/she will send a copy of these addenda to those prospective bidders known to have taken out contract documents.

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

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

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

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

- R. The successful bidder agrees to complete the work on or before **November 20, 2026**. No work may occur between the **Friday before Memorial Day Weekend**, and the **day after Labor Day Weekend**, at Site 1. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after the **Friday before Memorial Day Weekend**, that the work remains incomplete at Site 1, in accordance with the terms of the Agreement. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after **November 20, 2026**, that the work remains incomplete at Sites 1, 2, or 3, in accordance with the terms of the Agreement.

END OF SECTION

SECTION 00300

BID FORM

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

SCITUATE FORESHORE PROTECTION REPAIRS

SITE 1 – GLADES, GANNETT, AND 7 SURFSIDE ROAD

SITE 2 – 91 SURFSIDE ROAD

SITE 3 – SEASIDE ROAD

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

The following Base Bid and Bid Add Alternate Pricing reflect the respective bid item breakdowns indicated in Tables 1 through 7 following the Bid Summaries.

1. The TOTAL BASE BID PRICE – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (NEMO)
(Table 1 Base Bid Total) is:

_____ Dollars

(\$ _____)

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

2. The TOTAL BASE BID PRICE – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (JUNO)
(Table 2 Base Bid Total) is:

_____ Dollars

(\$ _____)

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

3. The TOTAL BASE BID PRICE – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (RILEY)
(Table 3 Base Bid Total) is:

_____ Dollars

(\$ _____)

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

4. The TOTAL BASE BID PRICE – SITE 2: 91 SURFSIDE ROAD
(Table 4 Base Bid Total) is:

_____ Dollars

(\$ _____)

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

5. The TOTAL BASE BID PRICE – SITE 3: SEASIDE ROAD
(Table 5 Base Bid Total) is:

_____ Dollars

(\$ _____)

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

6. The TOTAL BASE BID PRICE – SITES 1, 2, AND 3:
(Table 6 Total Base Bid Total) is:

_____ Dollars

(\$ _____)

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

7. The ADD ALTERNATE NO. 1 – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (Table 7 Add Alternate No. 1 Total) is:

_____ Dollars

(\$ _____)

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

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

TABLE NO. 1 – BASE BID – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (NEMO)

ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02002-1N	1 LS	Mobilization and Demobilization (Site 1-Nemo) at _____ _____ Dollars & Cents/Lump Sum		
02002-2N	Allowance	Implementation of Emergency Storm Management Plan (Site 1-Nemo) at <u>Twelve Thousand, Five Hundred Dollars</u> Dollars & Cents/Allowance	\$12,500.00	\$12,500.00
02002-3N	Allowance	Traffic Control Services (Site 1-Nemo) At <u>One Hundred and Six Thousand Dollars</u> _____ Dollars & Cents/Allowance	\$106,000.00	\$106,000.00
02003-1N	50 Ton	Disposal of Unsuitable Material (Site 1 – Nemo) (N7, N8, N9, N10, N12.1, N12.2, N13) at _____ Dollars & Cents/Ton		
02300-1N	468 LF	Revetment Slope and Cap Repair (Site 1 – Nemo) (N12.1, N12.2, N13) at _____ _____ Dollars & Cents/Linear Foot		
02300-2N	204 Ton	Armor Stone 5-10 Ton Slope and Cap (Site 1 – Nemo) (N12.1, N12.2, N13) at _____ _____ Dollars & Cents/Ton		
02300-3N	609 Ton	Armor Stone 5-10 Ton Slope and Cap – HMP (Site 1 – Nemo) (N12.1, N12.2, N13) at _____ Dollars & Cents/Ton		

TABLE NO. 1 – BASE BID – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (NEMO)				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02300-4N	470 LF	Toe Revetment Reconstruction (Site 1 – Nemo) (N7, N8, N9, N10) at _____ Dollars & Cents/Linear Foot		
02300-5N	445 Ton	Armor Stone 5-10 Ton Toe Revetment Reconstruction (Site 1 – Nemo) (N7, N8, N9, N10) at _____ Dollars & Cents/Ton		
02300-6N	95 Ton	Armor Stone 5-10 Ton Toe Revetment Repair (Site 1 – Nemo) (N7, N8, N9, N10) at _____ Dollars & Cents/Ton		
02300-7N	285 Ton	Armor Stone 5-10 Ton Toe Revetment HMP (Site 1 – Nemo) (N7, N8, N9, N10) at _____ Dollars & Cents/Ton		
02300-8N	525 Ton	Core Stone 12"-18" Toe Revetment Reconstruction (Site 1 – Nemo) (N7, N8, N9, N10) at _____ Dollars & Cents/Ton		
02300-9N	12 Ton	Core Stone 12"-18" Toe Revetment Repair (Site 1 – Nemo) (N7, N8, N9, N10) at _____ Dollars & Cents/Ton		
02300-10N	36 Ton	Core Stone 12"-18" Toe Revetment HMP (Site 1 – Nemo) (N7, N8, N9) at _____ Dollars & Cents/Ton		
02300-11N	1,408 LF	Reshape Upper Rip Rap Slope (Site 1- Nemo) (N6, N11.1, N11.2, N14) at _____ Dollars & Cents/ Linear Foot		

TABLE NO. 1 – BASE BID – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (NEMO)				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
03400-1N	55 LF	Seawall Cap Repair (Site 1 – Nemo) (N2, N3) at _____ _____ Dollars & Cents/Linear Foot		
03400-3N	25 LF	Concrete Sidewalk Repair (Site 1 – Nemo) (N5) at _____ _____ Dollars & Cents/Linear Foot		
03400-4N	1 LS	Concrete Access Ramp and Stone Revetment (Site 1-Nemo) (N15) at _____ _____ Dollars & Cents/Lump Sum		
TOTAL BASE BID SITE NO. 1-NEMO PRICE IN WORDS:			TOTAL BASE BID SITE NO. 1-NEMO PRICE: \$	

TABLE NO. 2 – BASE BID – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (JUNO)

ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02002-1J	1 LS	Mobilization and Demobilization (Site 1- Juno) at _____ _____ Dollars & Cents/Lump Sum		
02002-2J	Allowance	Implementation of Emergency Storm Management Plan (Site 1-Juno) at <u>Twelve Thousand, Five Hundred</u> <u>Dollars</u> Dollars & Cents/Allowance	\$12,500.00	\$12,500.00
02002-3J	Allowance	Traffic Control Services (Site 1-Juno) At <u>One Hundred and Six Thousand</u> <u>Dollars</u> _____ Dollars & Cents/Allowance	\$106,000.00	\$106,000.00
02003-1J	50 Ton	Disposal of Unsuitable Material (Site 1 – Juno) (J27.1, J27.2, J34, J35, J36, J41, J42) at _____ Dollars & Cents/Ton		
02300-1J	175 LF	Revetment Slope and Cap Repair (Site 1 – Juno) (J41, J42) at _____ _____ Dollars & Cents/Linear Foot		
02300-2J	63 Ton	Armor Stone 5-10 Ton Slope and Cap (Site 1 – Juno) (J41, J42) at _____ _____ Dollars & Cents/Ton		
02300-3J	188 Ton	Armor Stone 5-10 Ton Slope and Cap – HMP (Site 1 – Juno) (J41, J42) at _____ _____ Dollars & Cents/Ton		

TABLE NO. 2 – BASE BID – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (JUNO)				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02300-4J	455 LF	Toe Revetment Reconstruction (Site 1 – Juno) (J27.1, J34, J35, J36) at _____ Dollars & Cents/Linear Foot		
02300-5J	192 Ton	Armor Stone 5-10 Ton Toe Revetment Reconstruction (Site 1 – Juno) (J27.1, J34, J35, J36) at _____ Dollars & Cents/Ton		
02300-6J	132 Ton	Armor Stone 5-10 Ton Toe Revetment Repair (Site 1 – Juno) (J27.1, J34, J35, J36) at _____ Dollars & Cents/Ton		
02300-7J	394 Ton	Armor Stone 5-10 Ton Toe Revetment HMP (Site 1 – Juno) (J27.1, J34, J35, J36) at _____ Dollars & Cents/Ton		
02300-8J	368 Ton	Core Stone 12"-18" Toe Revetment Reconstruction (Site 1 – Juno) (J27.1, J34, J35, J36) at _____ Dollars & Cents/Ton		
02300-9J	31 Ton	Core Stone 12"-18" Toe Revetment Repair (Site 1 – Juno) (J27.1, J34, J35, J36) at _____ Dollars & Cents/Ton		
02300-10J	94 Ton	Core Stone 12"-18" Toe Revetment HMP (Site 1 – Juno) (J27.1, J34, J35, J36) at _____ Dollars & Cents/Ton		
02300-12J	58 LF	Toe Revetment Repair (Site 1 – Juno) (J27.2) at _____ Dollars & Cents/Linear Foot		

TABLE NO. 2 – BASE BID – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (JUNO)				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02300-13J	84 Ton	Armor Stone 5-10 Ton Toe Revetment Repair (Site 1 – Juno) (J27.2) at _____ _____ Dollars & Cents/Ton		
02300-14J	250 Ton	Armor Stone 5-10 Ton Toe Revetment HMP (Site 1 – Juno) (J27.2) at _____ _____ Dollars & Cents/Ton		
03400-1J	50 LF	Seawall Cap Repair (Site 1 – Juno) (J33, J37, J40) at _____ _____ Dollars & Cents/Linear Foot		
03400-2J	4 EA	Concrete Seawall Crack Repair (Site 1 – Juno) (J28, J29, J31, J38) _____ _____ Dollars & Cents/Each		
TOTAL BASE BID SITE NO. 1-JUNO PRICE IN WORDS:			TOTAL BASE BID SITE NO. 1-JUNO PRICE: \$	

TABLE NO. 3 – BASE BID – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD (RILEY)				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
03400-5R	1 LS	Remove and Replace Concrete Access Pad and Improvements (Site 1-Riley) at _____ _____ Dollars & Cents/Lump Sum		
TOTAL BASE BID SITE NO. 1-RILEY PRICE IN WORDS:			TOTAL BASE BID SITE NO. 1-RILEY PRICE: \$	

TABLE NO. 4 – BASE BID – SITE 2: 91 SURFSIDE ROAD				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02002-1 (Site 2)	1 LS	Mobilization and Demobilization (Site 2) at _____ _____ Dollars & Cents/Lump Sum		
02002-2 (Site 2)	Allowance	Traffic Control Services (Site 2) at <u>Ten Thousand Dollars</u> _____ Dollars & Cents/Allowance	\$10,000.00	\$10,000.00
02300-15 (Site 2)	50 LF	Revetment Slope and Toe Repair (Site 2) at _____ _____ Dollars & Cents/Linear Foot		
02300-16 (Site 2)	370 Ton	Armor Stone 8-10 Ton (Site 2) at _____ _____ Dollars & Cents/Ton		
02300-17 (Site 2)	130 Ton	Core Stone 12-18" (Site 2) at _____ _____ Dollars & Cents/Ton		
TOTAL BASE BID SITE NO. 2 PRICE IN WORDS:			TOTAL BASE BID SITE NO. 2 PRICE: \$	

TABLE NO. 5 – BASE BID – SITE 3: SEASIDE ROAD

ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02002-1 (Site 3)	1 LS	Mobilization and Demobilization (Site 3) at _____ _____ Dollars & Cents/Lump Sum		
02002-2 (Site 3)	Allowance	Traffic Control Services (Site 3) at <u>Sixty Five Thousand Dollars</u> _____ Dollars & Cents/Allowance	\$65,000.00	\$65,000.00
02200-1 (Site 3)	230 LF	Top Revetment / Road Erosion Repair (Site 3) at _____ _____ Dollars & Cents/Linear Foot		
02300-18 (Site 3)	430 LF	Revetment Slope Repair (Site 3) at _____ _____ Dollars & Cents/Linear Foot		
02300-19 (Site 3)	290 LF	Seawall Toe Revetment Repair (Site 3) at _____ _____ Dollars & Cents/Linear Foot		
02300-20 (Site 3)	250 Ton	Armor Stone 3-5 Ton (Site 3) at _____ _____ Dollars & Cents/Ton		
02300-21 (Site 3)	330 Ton	Bedding Stone 8-12" (Site 3) at _____ _____ Dollars & Cents/Ton		
03400-6 (Site 3)	290 LF	Seawall Overlay Repair (Site 3) at _____ _____ Dollars & Cents/Linear Foot		

TABLE NO. 5 – BASE BID – SITE 3: SEASIDE ROAD				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
03400-7 (Site 3)	1 LS	Concrete Pipe Repair (Site 3) at _____ _____ Dollars & Cents/Lump Sum		
TOTAL BASE BID SITE NO. 3 PRICE IN WORDS:			TOTAL BASE BID SITE NO. 3 PRICE: \$	

TABLE NO. 6 – BASE BID TOTAL – SITES 1, 2, AND 3	
TOTAL BASE BID TOTAL SITES NO. 1, 2 and 3 PRICE IN WORDS:	TOTAL BASE BID TOTAL SITES NO. 1, 2 AND 3 PRICE: \$

TABLE NO. 7 – ADD ALTERNATE NO. 1 – SITE 1: GLADES, GANNETT, AND 7 SURFSIDE ROAD				
ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
02003-2ALT	300 SF	Remove Concrete Infill and Reset Rip Rap (Site 1) (No. 9) at _____ _____ Dollars & Cents/Square Foot		
02300-22ALT	83 LF	Concrete Stair Revetment Repair (Site 1) (No. 5, 6, 8) at _____ _____ Dollars & Cents/Linear Foot		
02300-23ALT	85 Ton	Armor Stone 5-10 Ton Stair Revetment Repair (Site 1) (No. 5, 6, 8) at _____ _____ Dollars & Cents/Ton		
03400-6ALT	5 EA	Seawall Crack Repair (Site 1) (No. 1, 2, 3, 4, 7) at _____ _____ Dollars & Cents/Each		
TOTAL ADD ALTERNATE NO. 1 PRICE IN WORDS:			TOTAL ADD ALTERNATE NO. 1 PRICE: \$	

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

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

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

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

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited

any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

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

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

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

Contractor acknowledges receipt of Addenda Nos. _____ through _____

This bid is submitted by:

(Complete name of firm to be given here)

Signature: _____ Date: _____

Printed Name as Signed Above: _____

Contact Person: _____

Business _____

Address: _____

Telephone: _____ Employer I. D. # _____

Email Address: _____

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

President:	
Treasurer:	
Secretary	

If a Partnership: (Name all Partners)

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

If an Individual:

Name:	
Residence:	

If an Individual doing business under a firm name:

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

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

BIDDER'S QUALIFICATION

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

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

LIST OF SUB-CONTRACTORS

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

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

NAME & ADDRESS

PORTION OF WORK

(PRIME CONTRACTOR)

Signed by:

Title:

BIDDER CERTIFICATIONS

1.1 GENERAL

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

1. Certificate of Non-Discrimination

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

2. State of Convictions

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

3. Previous Disqualifications

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

4. Certification of Workers Compensation Insurance

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

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

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

7. C.30 5.39(a) The undersigned further certifies under penalties of perjury that this bid is in all respects bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph the "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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

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

Name of Project _____

A. CONTRACTOR'S CERTIFICATION

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

CONTRACTOR'S CERTIFICATION

_____ CERTIFIES THAT:

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

AND

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

(SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF CONTRACTOR)

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

Name of Project _____

B. SUBCONTRACTOR'S CERTIFICATION

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

SUBCONTRACTOR'S CERTIFICATION

_____ CERTIFIES THAT:

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

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

(SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF SUBCONTRACTOR)

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

MINORITY BUSINESS PARTICIPATION

LETTER OF INTENT

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

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

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

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

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

AT THE FOLLOWING PRICE:

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

DATE:

NAME OF MINORITY BUSINESS

BY:

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

SCHEDULE FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES

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

TOTAL AMOUNT TO BE PAID

TO MINORITY BUSINESS ENTERPRISES: \$ _____

TOTAL CONTRACT BID AMOUNT: \$ _____

PERCENT OF TOTAL BID PRICE WHICH IS TO BE

PAID TO MINORITY ENTERPRISES FOR WORK

PERFORMED UNDER THIS CONTRACT: \$ _____

END OF SECTION

SECTION 00310

CERTIFICATE OF NON-COLLUSION

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

CONTRACTOR:

Name: _____

Address: _____

City, State, Zip: _____

Signature _____

Printed Name _____ Title _____

Date _____

END OF SECTION

SECTION 00320

TAX COMPLIANCE CERTIFICATION

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

CONTRACTOR:

Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Printed Name: _____ Title _____

Date: _____

Tax ID Number: _____

END OF SECTION

AGREEMENT

SCITUATE FORESHORE PROTECTION REPAIRS

SITE 1 – GLADES, GANNETT ROADS, AND 7 SURFSIDE ROAD

SITE 2 – 91 SURFSIDE ROAD

SITE 3 – SEASIDE ROAD

SCITUATE, MASSACHUSETTS

CONTRACT NO. 25-FS-02

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

1. **PROJECT.** Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, equipment, materials, and tools to complete the project by **November 20, 2026**, in strict accordance with the Contract Documents pertaining thereto which Documents are incorporated herein and made a part of this Agreement as if herein fully set forth. No work may occur between **Friday before Memorial Day Weekend**, and the **day after Labor Day Weekend**, at Site 1. Subject to all authorized modifications, and full completion of all construction activities must be achieved no later than **November 20, 2026 at Sites 1, 2 and 3.**
2. **CONTRACT AMOUNT.** Owner shall pay to Contractor, as full consideration for the faithful performance by Contractor of the aforementioned work, the amount of _____ Dollars (\$ _____) computed in accordance with Contractor's accepted Proposal dated _____, which accepted Proposal is incorporated herein by reference thereto as if herein fully set forth.
3. **SUPERVISION.** Contractor shall have complete responsibility for the work. All of the work to be done shall be done under the direction and supervision of, and to the approval of, Owner or its authorized representative, and the work shall be done in the best workmanlike manner, conforming strictly to the provisions of the specifications and plans made thereof.
4. **COMPLIANCE WITH LAWS.** (a) Contractor shall comply with all applicable provisions of the Massachusetts General Laws inclusionary of any and all Labor and Labor Relations Statutes.

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

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

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

Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, the safety of persons and property and their protection from damage, injury, or loss. Contractor shall provide repair response within twenty-four (24) hours of request by Owner during the course of performance of the Work under this Agreement for any repair work that has been poorly constructed and or performed or any work that results in either consequential or actual damage to any property associated with the Contractor's operations.

9. STORAGE OF MATERIALS. Materials and equipment shall be stored in a neat and orderly manner at the contractor's staging area, taking all necessary precautions to prevent fire hazards and spontaneous combustion and to conform to the requirements of all applicable regulatory agencies and insurance policies.
10. EQUIPMENT AND MATERIALS. Contractor shall furnish all labor, tools, scaffolding, ladders, equipment, supplies and materials required in performing all Work under this Agreement. Owner assumes no liability or responsibility for the care, safety, or preservation of any tools, machinery, equipment, material or supplies and all risks thereof are assumed by Contractor.
11. SAFETY PROCEDURES. Contractor shall at all times take all necessary and customary precautions in introducing and maintaining safety measures to protect the persons and property of others on or adjacent to the Work site against all damage, loss, or injury resulting from the Work involved under this Agreement. Contractor shall comply with any site specific safety plans for the individual project properties. Protective arrangements will be taken in all instances to prevent Work operations from in any way damaging the premises or any personal property or any other work or operations, and from causing or allowing any pollution to leak, flow, or escape into any waterway or sewer. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Worksite suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall dispose of all hazardous materials used or produced in connection with this Agreement in the manner required by law.
12. PERMITS AND TAXES. Materials, equipment and supplies used for this project are exempt from taxation to the extent provided by M.G.L. Chapter 64H & Section 6(f). The exemption certificate number will be provided to the Contractor. The Contractor shall pay any and all additional taxes, including but not limited to federal and municipal taxes for which the Contractor may be liable in carrying out this Agreement.
13. LIQUIDATED DAMAGES. Subject to all authorized modifications, it is hereby agreed by the parties to the Agreement that in case all work called for under the Agreement is not finished or completed on or before the time set forth in this Agreement, damage will be sustained by Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in event of and by reason of such delay; Liquidated damages have been read, negotiated and agreed to by both parties as set forth in the project specifications. Time is of the essence in all respects on this Contract. Contractor shall accordingly prosecute all Work diligently, using such means and methods of construction as will assure full completion not later than the dates

set forth, respectively, as such dates may for good cause (as set forth in the Construction Documents) be extended by the Owner. Nothing in this Article, however, grants the Contractor the privilege to use means or methods that do not accord with sound and accepted practices. The Contractor agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after the **Friday before Memorial Day Weekend**, that the work remains incomplete at Site 1, in accordance with the terms of the Agreement. The successful bidder agrees to pay, as liquidated damages, \$5,000.00 per day for each calendar day after **November 20, 2026**, that the work remains incomplete at Sites 1, 2, or 3, in accordance with the terms of the Agreement. The amounts of liquidated damages shall be cumulative and may, at Owner' option, be deducted in whole or in part as a credit from any Contract Sum amounts then owed to Contractor or which may have been paid to the Contractor. If no amounts are then owed to Contractor, Contractor shall pay to Owner the amount of liquidated damages upon written demand. The liquidated damages shall cease once the Contractor has fully completed any work and/or breach as set forth hereunder and upon acceptance by the Owner.

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

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

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

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

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

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

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

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

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

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

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

19. PAYMENT BOND. In addition to the faithful performance bond required herein, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of

one hundred percent (100%) of bid amount. Acceptance of the bond by the Owner is subject to the review and approval of the bond by the Owner Counsel's office.

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

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

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

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

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

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

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

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

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

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

successors, approved assigns, executors, administrators, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

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

- A. Notice to Bidders
- B. Information for Bidders
- C. Form of General Bid
- D. Certificate of Non-Collusion
- E. Tax Compliance Certificate
- F. Agreement
- G. Performance Bond
- H. Payment Bond
- I. Supplemental Conditions
- J. General Requirements
- K. Mobilization and Demobilization
- L. Demolition and Removal
- M. Excavation, Backfilling and Compaction
- N. Revetment/Stone Construction
- O. Marine Concrete
- P. Miscellaneous Metals
- Q. Attachments:
 - 1. Massachusetts Wage Scale (with Statement of Compliance)
 - 2. Regulatory Permits
 - 3. Contract Drawings

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

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

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

TOWN OF SCITUATE

Select Board

ATTEST:

Address for giving notices:

BY: _____
(Chairman)

THE CONTRACTOR

ATTEST:

If Contractor is a corporation, affix seal here

BY: _____
(Name)

(_____) Title

Address for giving notices:

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

INDIVIDUAL CERTIFICATE

FOR AGREEMENT

STATE OF

COUNTY OF

ON THIS _____ DAY OF _____, 20 _____

BEFORE ME PERSONALLY APPEARED

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

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

NOTARY PUBLIC IN AND FOR THE COUNTY OF

_____, STATE OF

MY COMMISSION EXPIRES:

(DATE)

NOTARY PUBLIC

(SEAL)

PARTNERSHIP CERTIFICATE

FOR AGREEMENT

STATE OF

COUNTY OF _____

ON THIS _____ DAY OF _____, 20 _____

BEFORE ME PERSONALLY APPEARED

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

THAT SAID FIRM CONSISTS OF HIMSELF/HERSELF AND

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

NOTARY PUBLIC IN AND FOR THE COUNTY OF

_____, STATE OF

OF _____

MY COMMISSION EXPIRES:

(DATE)

NOTARY PUBLIC

(SEAL)

CERTIFICATE OF ACKNOWLEDGEMENT OF CONTRACTOR

IF A CORPORATION

FOR AGREEMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20_____

BEFORE ME PERSONALLY APPEARED

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

THAT HE/SHE RESIDES AT _____

(ADDRESS)

AND IS THE _____

(TITLE)

OF (CORPORATION NAME)

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

NOTARY PUBLIC IN AND FOR THE COUNTY OF

, STATE OF

MY COMMISSION OF _____

EXPIRES:

(DATE)

NOTARY PUBLIC

(SEAL)

CERTIFICATE OF VOTE

(CORPORATIONS ONLY)

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

_____ (NAME OF CORPORATION)

_____ (DATE)

IT WAS VOTED, THAT

(NAME)

(OFFICER)

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

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

(DATE)

(CLERK)

CORPORATE
SEAL

CERTIFICATE OF TAX COMPLIANCE

PURSUANT TO CHAPTER 62C OF THE MASSACHUSETTS GENERAL LAWS,

SECTION 49 A (B), I

AUTHORIZE SIGNATORY FOR _____ DO HEREBY

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

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

CONTRACTOR

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(TITLE)

DATE:

CONTRACTOR'S GUARANTEE

WHEREAS

OF _____

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

OWNER

ADDRESS OF OWNER

TITLE OF PROJECT:

LOCATION:

DATE OF COMPLETION:

DATE GUARANTEE EXPIRES:

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

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

THIS GUARANTEE IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

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

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

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

NAME OF
GENERAL

CONTRACTOR

AUTHORIZED NAME AND TITLE

SIGNATURE

TOWN ACCOUNTANT'S CERTIFICATION STATEMENT

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

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

TOWN ACCOUNTANT

CONTRACT DOCUMENTS
APPROVED AS TO FORM:

TOWN COUNSEL

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

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

ARCH./ENGR. PROJECT:

CONTRACT NO.:

CONTRACT DATE:

PROJECT:

State of: Massachusetts

County of: Plymouth

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

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

CONTRACTOR:

ADDRESS:

BY:

Subscribed and sworn to me before me this

_____ day of _____,

Notary Public:

My Commission Expires:

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

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

ARCH./ENGR. PROJECT:

CONTRACT NO.:

CONTRACT DATE:

PROJECT:

.....

State of: Massachusetts

County of: Plymouth

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

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

ATTACH:

CONTRACTOR:

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

ADDRESS:

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

BY:
Subscribed and sworn to me before me

_____ day of _____,

Notary Public:

My Commission Expires:

SURETY COMPANY TO FINAL PAYMENT PROJECT:

(Name, Address)

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

ARCH./ENGR. PROJECT:

CONTRACT NO.:

CONTRACT DATE:

CONTRACTOR:

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

(Insert name and address of Surety Company)

SURETY COMPANY,

on bond of
(Insert name and address of Contractor)

CONTRACTOR,

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

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

OWNER,

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

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

Surety Company _____

Signature of Authorized Representative _____

Attest:
(Seal): _____

Title

SECTION 00610
PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

		Principal
_____	By	_____
(Principal Secretary)		_____

		(Address-Zip Code)

_____ (SEAL)
 Witness as to Principal

 (Address-Zip Code)

ATTEST:

		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)

_____ (SEAL)
 Witness as to Surety

 (Address-Zip Code)

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

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.

Scituate Foreshore Protection Repairs

GZA

Scituate, MA

February 2025

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:

Surety

By

(Attorney-in-Fact)

(Address-Zip Code)

_____ (SEAL)

Witness as to Surety

(Address-Zip Code)

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

SECTION 00800
SUPPLEMENTAL CONDITIONS

1.01 Reference to Contract GENERAL CONDITIONS

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

1.02 Project Site

The Project sites are defined as follows:

- Site 1 is located at 62 Glades Road (northern limit) to 7 Surfside Road (southern limit), Scituate, Massachusetts.
- Site 2 is located at 91 Surfside Road, Scituate, Massachusetts.
- Site 3 is located along Seaside Road, between the seaward extensions of Winslow Avenue and Standish Avenue, Scituate, Massachusetts.

1.03 Scope of Work

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

1.04 Work Described By

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

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

1.05 Pre-Bidding Conference

- A. A pre-bidding conference for prospective bidders will be held **Wednesday, March 19, 2025**, at **9:00am** at the project site, **Parking Area near the intersection of Glades and Gannett Roads, Scituate, Massachusetts.**

- B. At the conference the project will be discussed in general. It is desirable that all prospective bidders attend. The Contract, Specifications, Drawings and any other aspects of this project will be explained in response to questions by those attending. For interpretations of questions requiring legal, administrative, or engineering decision, prospective bidders shall comply with paragraph .07.

1.06 Inspection of Site

- A. Prior to the submission of bids, each bidder shall make a thorough examination of each and every location where work is to be performed. Failure to visit the site will in no way relieve the successful bidder from his responsibility to complete all work in accordance with the Drawings and Specifications and without additional cost to the Town.
- B. The Contractor must satisfy himself, by his own investigation and research, regarding conditions affecting the work to be done, the equipment, labor and materials needed, and make his bid in sole reliance thereon.

1.07 Question During Bidding Period

- A. All questions by prospective bidders, during the bidding process, as to the interpretation of the Notice to Bidders, Form of Proposal, Form of Contract, Plans, Specifications or Form of Performance Bond and Labor and material or Payment Bond must be submitted in writing to GZA and must be in its possession by the close of business on **March 28, 2025, at 11:00am**. Said GZA will then email to bidders who have taken out plans at the address given by them, interpretations of all questions so raised which in its opinion require interpretations. Verbal interpretations given to perspective bidders will have no standing.
- B. Written inquiries shall be submitted by mail or email and addressed to:

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

1.08 Drawings

- A. Bidding Drawings
 - 1. Proposal shall be based upon the bidding Drawings listed and included with the Specifications as issued to all bidders, which drawings may be modified by addenda issued by GZA on behalf of the Town during the bidding period, and later will, as modified by the addenda, become the Contract Drawings.
 - 2. Wherever existing conditions or construction not required as part of the work of the Contract are shown on the Drawings, they are so shown as a source of information to the

Bidder. The Town, believing such information to be substantially correct, assumes no responsibility thereof.

B. Construction Drawings

1. The Drawings are made to scale, and unless otherwise noted, all working dimensions shall be taken from the written figured dimensions or by actual measurements made at the job, but in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in his work, which might have been avoided thereby. Whether or not an error is believed to exist, deviations from the Drawings and the dimensions given thereon shall be made only after all measurements of existing established conditions notwithstanding the figured dimensions on the Drawings have been determined. When figured dimensions are not in agreement with the Contractor's measurements, he shall immediately notify the Town.
2. If the Contractor during the Progress of the work discovers any discrepancies between the Drawings and the Specifications, error or omissions on the Drawings or any discrepancies between the physical condition of the work and the Drawings, he shall immediately notify the Town, who shall promptly adjust the same.
3. Any work performed after the discovery of discrepancies without approval of the Town shall be at the Contractor's risk and expense.
4. The Contractor shall have made himself familiar with all conditions affecting the nature and manner of performing the work and shall not be entitled to any extra compensation for any work or expense arising from or caused by his neglect to have verified all existing conditions and requirements.
5. Where equipment and lines of piping are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of embedded piping and conduit included in the work of this Contract. He shall coordinate the work of any Subcontractor and prevent all interferences between the equipment, lines of piping or structural and architectural features, and avoid any unsightly arrangements in exposed work.

C. Record Drawings

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

1.10 Equality of Products

- A. The words "or equal" are understood:

1. To follow:
 - a. The name of any maker or vendor.
 - b. Any trade name, plant or catalog number.
 - c. Any detail description which is used on the Drawings or in the Specifications to define the material, article, assembly, or system required.
2. To mean any material, article assembly, or system which, in the opinion of the Town, is at least equal in quality, appearance, strength and design to the material, article, assembly, named or described and will perform at least equally to the functions imposed by the general design, but the words "or equal" shall not be construed to permit substantial departure from the detailed requirements of the Drawings and Specifications for any material, article, assembly or system or of any component part thereof. The burden of proving equal quality shall be on the Contractor.

1.11 Substitutions

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

Contractor's proposed substitution in the emergency request is declined, the Town shall have the privilege of specifying a different substitution, which has a price that does not markedly exceed the price of the item in these Specifications.

- E. The Contractor shall have provided in his proposal for furnishing the specified items named or described in these Specifications or on the Drawings and, if substitutions are declined by the Town, shall be prepared to provide the specified items at the proper time necessary to complete the contract work as scheduled. Submittal of the bid by the Contractor shall be representation that the proposal price included the specified items and that he is able to supply the specified items.
- F. The Contractor shall not be entitled to additional compensation for cost of extra work resulting from any substitutions requested by him. If the cost of the material substituted is less than the cost of the material specified, such savings in cost shall be credited to the Town and deducted from the contract price.

1.12 Control of Materials

A. Source of Supply and Quality

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

B. Samples and Tests

1. The inspection and sampling of materials will be carried out, ordinarily, at the site of the contract work. The Town will not assume any obligation for the inspection and sampling of materials at source. The responsibility of incorporating satisfactory material in the work rests entirely with the Contractor, notwithstanding any prior inspection or test. Mix designs for concrete shall be submitted, no less than 14 days in advance of proposed use of these materials, for approval by the Town or its agent.
2. Tests of materials will be made by the Contractor, at the expense of the Contractor and under the direction of the Town. The Contractor or his suppliers shall furnish facilities as the Town may require for collecting and forwarding samples and shall not make use of, nor incorporate into the work, any material represented by samples until the required tests have been made and the material accepted, unless otherwise directed. The Contractor in all cases shall furnish the required samples without charge. In the event of failure of materials to meet Specifications, any retesting of new materials or of the same materials after reworking, shall be paid for by the Contractor.
3. However, such preliminary approval by the Town does not relieve the Contractor of the responsibility for placing satisfactory material in the work as determined by subsequent samples taken at the source or on the project prior to the material being incorporated into the work and if the project samples test satisfactorily, the material will be considered to meet the contract requirements as to quality. If such sampling and testing reveal that the material is unsatisfactory, it will then be the responsibility of the Contractor to remove it from the work or blend it with such other material so that unacceptable material will be produced. The removal and blending of such material shall be done by the Contractor without additional compensation.

C. Delivery and Storage of Materials

1. Materials shall be stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.
2. Private property shall not be used for storage without written permission of the owner or lessee, and if requested by the Town copies of such written permission shall be furnished by him.
3. All storage shall be restored to their original condition by the Contractor at his expense.
4. Materials and equipment shall be progressively delivered to the site so that there will be neither delay in the progress of work nor in accumulation of material that is not used within a reasonable time.
5. The Town will pay up to 75 percent of the costs of stored materials upon receipt of a paid invoice accompanied by an insurance certificate approved by the Town and copies of bills of lading or other similar shipping documentation evidencing that the materials have

actually been received by the Contractor. All materials covered by partial payments shall become the sole property of the Town, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials for which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Town to require the fulfillment of all terms of the contract.

D. Scheduling of Designated Sources of Materials

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

1.13 Disposal of Materials

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

1.14 Vehicle Weight Limits

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

1.15 Construction Progress Schedule

- A. The Contractor shall submit to the Town, his information, and a schedule of his proposed operations, within seven (7) calendar days of receipt of the Notice to Proceed.
- B. The Town will schedule and administer a preconstruction meeting, periodic progress meetings and specially called meetings throughout the progress of the work. The Contractor shall attend said meetings to ascertain that all work is expedited consistent with the contract documents and construction schedules. The time and location of such meetings will be designated by the Town. The Contractor must attend the preconstruction meetings and all periodic progress and specially called meetings throughout the progress of the work. Representatives of the Contractor, Subcontractors and major suppliers attending said meeting shall be qualified and authorized to act on behalf of the entity each represents.

- C. During the progress of the work, the Contractor may be required at certain times, to submit to the Town, weekly, or bi-weekly schedules, showing the anticipated activity during that time frame, in the event that project completion time constraints are not being accomplished as determined by the Town. The Contractor shall continuously update the schedules in a manner to bring the project within anticipated time frames. The procedure and extent of the schedules will be determined by the Town.
- D. Whenever, in the opinion of the Town, the work is not proceeding in accordance with the approved schedule of operations, the Contractor shall promptly take such measures as are necessary to return the work to the proper schedule, directed by the and at no additional cost to the Town. Such measures shall include, but not be limited to employing additional or different personnel, equipment or construction methods, employing additional shifts, or working overtime. Such measures shall be continued until compliance with the schedule of operations has been obtained.
- E. If the project involves dredging and is not completed within the designated dredging period set forth by the Environmental Regulatory agencies, the Contractor will be required to complete the dredging in the next permitted dredge period. No additional compensation will be paid for mobilization and demobilization.

1.16 Contractor's General Responsibilities

- A. In performance of the Contract and insofar as his employees are concerned, the Contractor shall be responsible, in addition to items specified elsewhere in the Contract, for the safety of his own crew and equipment whether inside or outside of the construction area.
- B. Permits
 - 1. The Contractor is responsible for securing and paying for prior to the start of the related work, all permits required for the execution of the work of this Contract, including but not limited to building construction related permits including specific trade and road cut permits. All work found to be not in conformance with the permits or these Specifications, shall be removed and replaced at the expense of the Contractor.
 - 2. All permits secured by the Contractor, complete with the application and order of conditions, shall be kept on file in the Contractor's office and field office with copies submitted to the Town.
- C. Protection of the construction and all adjoining premises or property from all damage until the work has been accepted by the Town and making good at his own expenses all damages thereto arising of any contract operations.
- D. Strictly prohibiting and taking all necessary measures to prevent the committing of nuisance on the land of the Town and adjacent properties. Access shall be maintained to any building, waterway or roadway that is connected to any work included in this Contract. The Contractor shall provide and maintain access for occupant entrance to and exit from all adjacent buildings and properties at all times.

- E. The Contractor shall construct for the protection of the construction area and the public: suitable barriers, barrier fences, traffic signs, buoys, temporary lighting, bridges, illuminating traffic signs and other traffic devices as directed by the Town conforming with the manual of Uniform Traffic Control Devices for streets and highways published by the Bureau of Public Roads, also by a sufficient number of watchmen at all times, and/or directed by the Town.
- F. The Contractor shall at his expense protect existing structures, shall provide lights and fences and take all other precautions that may be necessary to protect life and property. He shall carry on all operations and use equipment of such types that all noise resulting from construction operations will be kept to a minimum. All temporary facilities required for the general protection of the public and the work shall be substantial in character, neat in appearance and subject to approval of the Town.
- G. Contractor shall abide by current Federal, State, and Town guidelines and requirements associated with COVID-19, or other similar public health, work-related mitigation measures for this project, if required.

1.17 Contractor's Staging

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

1.18 Security

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

1.19 Cooperation with Others

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

1.20 Workmanship

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

1.21 Protection and Restoration of Property

- A. The Contractor shall, at his own expense, preserve and protect from injury all property either public or private along and adjacent to the proposed work. He shall be responsible for any repair, at his own expense, and any and all damage or injury thereto, arising out of or in consequence of any act of omission, neglect or misconduct in the execution of the work by his employees or Subcontractors in the performance of the work covered by the Contract prior to completion and acceptance thereof. He shall exercise special care during his operations to avoid injury to underground structures such as water or gas mains, pipes, conduits, manholes, catch basins, direct buried electrical cables, etc.
- B. Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of public or private utilities of his intention to commence operations affecting such utilities at least 48 hours exclusive of Saturdays, Sundays, and legal Holidays in advance of the start of such operation in accordance with Chapter 82, Section 40, of the General Laws, as amended, and the Contractor shall at the same time file a copy of said notice with the Town.
- C. When necessary, the Contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by furnishing and erecting suitable supports, props, shoring or other means of protection. Fire hydrants adjacent to the work at all times, shall be readily accessible to fire apparatus and no materials or other obstructions shall be placed within a radius of 10 feet of a fire hydrant.
- D. The Contractor shall contact Dig-Safe call center at (811) before commencing any sub-surface excavation work or operations.
- E. Although the Drawings may indicate the approximate location of existing utilities in the vicinity of the work, the accuracy and completeness of the information is not guaranteed by the Town. Before commencing any work, or operations that may endanger or damage any subsurface structures, the Contractor shall carefully locate all such structures and conduct his operations in such a manner as to avoid damage thereto. He shall not interrupt live services until new services have been provided. All abandoned services shall be plugged or otherwise made secure.
- F. If the Contractor wishes to have any utilities temporarily relocated for his convenience, other than those specified by the Town, he shall make the necessary arrangements with the owners and make reimbursement for the cost thereof at his own expense.

- G. Land monuments and property markers shall be carefully protected and if necessary, to remove the same, the Contractor shall do so only at the Town's direction and after an authorized agent witnessed or otherwise referenced their location.
- H. The Contractor shall not injure or remove any trees or shrubs without proper authority. Insofar as possible the Contractor shall confine his movements and operations to the area within the limits of location and the area outside the scope of work shall not be disturbed.
- I. Disturbance or damage to any above- or below-ground structure, conduits, cables, or the like, caused by any act of omission, neglect or misconduct in the execution or non-execution of work thereof by the Contractor shall be repaired, and/or replaced by the Contractor to the satisfaction of the Town and at no additional expense to the Town.
- J. Disturbance or damage to any structure shall be replaced or repaired by the Contractor to the satisfaction of the Town and at no additional expense to the Town.
- K. The Contractor shall receive no extra compensation for protection and restoration of property unless said compensation is authorized in writing.

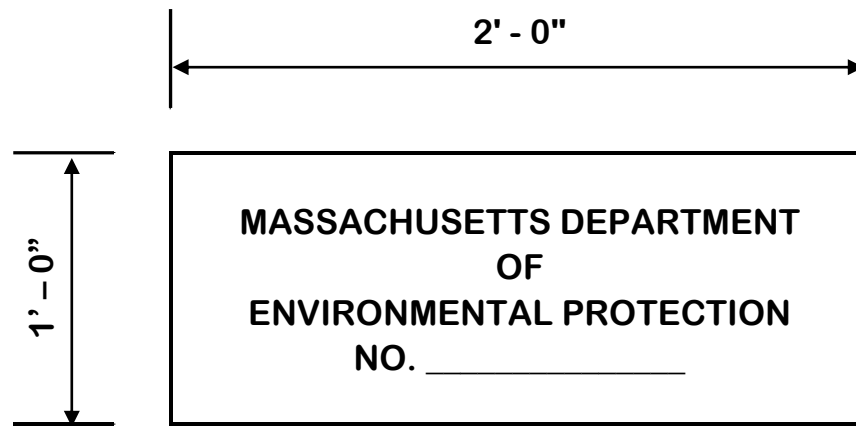
1.22 Cleanup and Restoration

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

1.23 Environmental Protection

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

1. The Contractor shall take such precautions in the conduct of this operation as may be necessary to avoid contaminating water in adjacent watercourses or watercourse areas whether natural or man-made. All earthwork, moving of equipment, water control for excavation or foundation areas, and other operations likely to create silting shall be conducted so as to avoid pollution of watercourses of water storage areas.
2. Erosion Control: Such methods as may be necessary shall be utilized to efficiently prevent erosion and sediment from entering nearby waterways, including but not limited to the following:



NOTES:

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

3. Control of Surface Water Runoff: The rate of runoff from the construction site shall be kept at a minimum and controlled. This includes construction of diversion ditches, trenches and berms to retard and direct runoff to protect watercourses.
4. The Contractor shall construct silt retention basins in areas of work adjacent to streams, or rivers, as directed by the Town. These basins shall be removed upon completion of the work. Water used during the contract work that has become

contaminated with oil, bitumen, harmful or objectionable chemicals, sewage or other pollutants shall be discharged so as to avoid affecting nearby waters.

5. Under no circumstances shall the Contractor discharge pollutants into any watercourse or water storage area. When water from adjacent natural sources is used in the contract work, intake methods shall be such as to avoid contaminating the source of supply.

C. Protection of Land Resources

1. General

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

2. Prevention of Landscape Defacement

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

D. Restoration of Landscape Damage

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

E. Plant Pest Control

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

F. Noise Control

The Contractor shall use every effort and every means possible to minimize noises caused by his operations, which the Town may consider as objectionable. Each Contractor shall provide working machinery and equipment designed to operate with least possible noise,

and when gearing is used, such gearing shall be of a type designed to reduce noise to a minimum. Compressors shall be equipped with silencers on intake lines. All gas or oil operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. Whenever practicable, electricity shall be used for power to reduce noise. Dumping bins, hoppers and trucks used for disposal of excavated materials shall be lined with wood or other sound-deadening material if required. Where required by agencies having jurisdiction, certain noise-producing work may have to be performed during specific periods only.

G. Air Pollution Control

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

H. Dust Control

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

1.24 Use of Explosives

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

1.25 OSHA 10 Training

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

1.26 Measurement

- A. The method of measurement is set forth at the end of each Section of these Specifications.
- B. All measurements shall be confirmed by the Town as they are made.
- C. The quantities of the various work performed shall be determined for purposes of the certifications of work that are generally required by law and as specified below.

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

cited Specification's manufacturing tolerances, established by the industries involved will be accepted.

END OF SECTION

SECTION 00850

Incorporation of Applicable Provisions of the
Massachusetts General Laws

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

TECHNICAL SPECIFICATIONS

Section 01000	General Requirements
Section 02002	Mobilization and Demobilization
Section 02003	Demolition and Removal
Section 02200	Excavation, Backfilling and Compaction
Section 02300	Revetment/Stone Construction
Section 03300	Marine Concrete
Section 03400	Concrete Repair and Construction
Section 05000	Miscellaneous Metals

SECTION 01000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work under this contract consists of repairs to the existing storm-damaged foreshore structures located along Glades Road, Gannett Road, Surfside Road, and Seaside Road, in Scituate, Massachusetts as described on the Contract Drawings and in the Specifications herein.
- B. The work is divided into three "Sites": Site 1 - Glades, Gannett and 7 Surfside Road; Site 2 – 91 Surfside Road; and Site 3 – Seaside Road. Work at Site 1 includes repairs to structures damaged by three separate declared storms, Nemo, Juno, and Riley. Site 2 includes repairs associated with only Storm Juno, and Site 3 includes repairs associated with only Storm Riley. Because the project is partially funded by FEMA, the costs of the repairs must be tracked by Site and Storm Event. Throughout these Contract documents (including pay items) for Site 1, "N" indicates Storm Nemo, "J" indicates Storm Juno, and R indicates Storm Riley. In addition, Site 1 is also broken up by location with a section number typically following the letter of the storm. Since some of the work is considered Hazard Mitigation and must also be tracked separately, "HMP" is used to indicate this work. Site 1 also includes additional Alternate "ALT" work as broken out below and throughout these Contract Documents.
- C. The work includes, but is not limited to, all survey, supervision, labor, materials, tools and equipment, safety, quality control, and mobilization and demobilization necessary to perform the following:
 - 1. Mobilization of equipment and materials to the sites.
 - 2. Furnish and install DEP file No. signage at each site.
 - 3. Develop and provide a Storm Contingency Plan and Traffic Management Plan.
 - 4. Install and maintain temporary pedestrian and vehicular traffic barriers including but not limited to fencing, traffic cones, or concrete barriers, as required; to delineate, and secure areas of construction activity.
 - 5. Install and maintain temporary erosion and sediment control measures, as required.
 - 6. Demolition and disposal of portions of the existing damaged and deteriorated concrete structures (Sites 1 and 3); and existing concrete infill of stone riprap (ALT 1).
 - 7. Concrete repair work including preparation, rebar installation, forming, placing, finishing, and curing concrete for seawall cap repairs (Site 1), seawall crack repairs (Site 1 Base Bid and ALT 1), sidewalk repairs (Site 1), and beach access pad and ramp replacement (Site 1), seawall overlay (Site 3), and in-kind restoration of other existing concrete features affected by the Contractor's work.
 - 8. Revetment repair work including removal and resetting seawall toe and slope revetment armor, core, and bedding stone with existing and supplemental stone (Sites 1, 2, and 3 Base Bid; and ALT 1).
 - 9. Resetting riprap and reshaping upper riprap slope (Site 1).
 - 10. Repairing top of revetment slope/edge of roadway erosion (Site 3).

GENERAL REQUIREMENTS

11. Limited, in-kind repair of an existing damaged concrete drain discharge pipe (Site 3).
12. Management and disposal of all associated demolition and construction debris.
13. Protection and in-kind restoration of site features to remain.
14. Complete incidental site work.
15. Complete site, laydown areas, and Contractor's access location restoration and demobilization.

1.2 CONTRACTOR USE OF SITE AND ACCESS

- A. All work and trucking shall occur from 7:00 AM to 5:00 PM, Monday through Friday. No work will be permitted on weekends or Holidays, except as approved or required by the Owner.
- B. Site access for **Site 1** shall be predominantly from along Glades Road, and two beach access ramps: Glades/Gannett Road ramp and north of 62 Glades Road. Site access for **Site 2** shall be from the southern end of Surfside Road. Site access for **Site 3** shall be predominantly from along Seaside Road between seaward extensions of Winslow Avenue and Standish Avenue.
- C. Material storage and Contractor staging areas will be kept to a minimum and coordinated with the Town. Equipment location, access, staging areas, and limits to be coordinated through the Owner.
 1. Contractor to coordinate with the Town on use of the westernmost gravel parking area on Bailey's Causeway near Site 1.
- D. The Contractor shall coordinate equipment, staging, deliveries, and other site usage with the Owner. Equipment, materials, debris, or other items shall be stored such that they will be protected from rising water when not being utilized.
- E. The Contractor shall minimize the disturbance to the existing beach shoreline, adjacent structures, walls, revetments, walkways, roadways, parking areas, lawns, planters, or other site features.
- F. The Contractor shall notify "Dig Safe" and local utilities and services as applicable prior to commencement of any work at the sites. The Contractor shall protect existing services against damage for the duration of the work.
- G. The Contractor shall repair, at its own expense, any damage caused to the property; remove from the site all debris, excess materials, tools, and equipment; and shall leave the premises in a neat and orderly condition, to the satisfaction of the Engineer and the Owner.
- H. The Contractor shall restore site access locations to their original pre-construction condition to the satisfaction of the Engineer and Owner.
- I. If the Contractor, in the course of work, uncovers or otherwise encounters any artifacts, whether historic or prehistoric, the Contractor shall notify the Engineer immediately and stop all work in that vicinity until directed by the Engineer.
- J. If the Contractor, in the course of excavation, uncovers or otherwise encounters any suspected hazardous or unidentified substances, the Contractor shall notify the Engineer immediately and stop all work in that vicinity until directed by the Engineer.

- K. The Contractor shall coordinate temporary roadway closures and re-routing with the Engineer and Owner. The Contractor shall obtain governing authority's written permission, when required, to close or obstruct streets, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways, when required by governing authorities.

1.3 DELIVERY OF MATERIAL AND EQUIPMENT

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

1.4 CONSTRUCTION SCHEDULES AND SUBMITTALS

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

1.5 DATUM

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

1.6 TECHNICAL SPECIFICATIONS/PUBLICATIONS

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

1.7 INSPECTIONS

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

1.8 PHOTOGRAPHS

- A. The Contractor shall, at its own expense, furnish the Engineer with digital color photographs and/or videos of the project site and surroundings. Photographs/videos shall be scheduled at low tide to reveal as many site features as possible. The photographs/videos shall be taken with a digital camera and electronic files of each photograph shall be furnished to the Engineer.
- B. The Contractor shall complete pre-construction photographs/videos of each of the project sites, storage areas, and surroundings to document the pre-construction conditions. The photographs/videos shall

document the work areas and fully document existing conditions and areas which may be impacted by construction activity.

- C. The Contractor shall complete photographs/videos as work progresses. Views shall be provided along the limit of work at each location as follows:
 - 1. Before commencing work at the location.
 - 2. During each stage of operations at the location
 - 3. After the completion of work at the location.

1.9 QUALITY CONTROL AND WORKMANSHIP

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

1.10 CONSTRUCTION FACILITIES

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

1.11 PERMITS AND MITIGATION MEASURES

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

1.12 SURVEY CONTROL

- A. The Contractor shall locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points.
- B. The Contractor shall provide, at its own expense, all materials and labor as may be required to establish and maintain all project control range lines, additional reference marks and line and grade stakes. The Contractor shall maintain the project control throughout the duration of the project, at the Contractor's own expense.
- C. The contractor shall provide pre- and post-construction topographic survey and corresponding plans. The pre- and post-construction topographic survey plans shall fully document the existing conditions of work areas and areas which may otherwise be impacted by construction activity, including areas used for construction personnel and equipment access, contractor staging, laydown, and storage. The pre-construction topographic survey plans shall be completed and submitted to the Owner and Engineer for review prior to the start of site disturbing activity. The post-construction topographic survey plans shall be completed and submitted to the Owner and Engineer for review after restoration work and prior to requests for final payment and shall include the Contractor's certification of substantial completion of work.
 - 1. For Site 2: 91 Surfside Road, the pre- and post-construction surveys shall cover all areas of the existing cobble berm structure located in and around the Site, used or otherwise impacted by the Contractor's work or access.
- D. All work shall conform during its progress and on its completion to the lines and grades given by the Contract Documents and as specified herein. The work shall be done in a thoroughly substantial and workmanlike manner, in accordance with the Contract Drawings, these specifications, and as directed by the Engineer.
- E. The Contractor shall make, check and be responsible for all measurements and dimensions necessary for proper construction.
- F. The Contractor shall provide an as-built survey of the work for review by the Engineer prior to demobilization.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

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

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

END OF SECTION

SECTION 02002

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Work under this section shall consist of the Contractor's preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site, including access, restoration of site and adjacent properties affected by the Contractor operations, for the establishment of the Contractor's supervisory facilities necessary for work on the project, and all other work and operations which must be performed, or for costs which must be incurred prior to beginning work. Access, temporary construction facilities, and submittal items shall be in accordance with the requirements of the applicable sections of the Contract and as shown on the Contract Drawings.
- B. The project includes, but not is not limited to, the following:
1. Mobilization of equipment and materials to the sites.
 2. Furnish and install DEP file No. signage at each site.
 3. Develop and provide a Storm Contingency Plan and a Traffic Management Plan.
 4. Install and maintain temporary pedestrian and vehicular traffic barriers including but not limited to fencing, traffic cones, or concrete barriers, as required; to delineate, and secure areas of construction activity.
 5. Install and maintain temporary erosion and sediment control measures, as required.
 6. Demolition and disposal of portions of the existing damaged and deteriorated concrete structures (Sites 1 and 3); and existing concrete infill of stone riprap (ALT 1).
 7. Concrete repair work including preparation, rebar installation, forming, placing, finishing, and curing concrete for seawall cap repairs (Site 1), seawall crack repairs (Site 1 Base Bid and ALT 1), sidewalk repairs (Site 1), and beach access pad and ramp replacement (Site 1), seawall overlay (Site 3), and in-kind restoration of other existing concrete features affected by the Contractor's work.
 8. Revetment repair work including removal and resetting seawall toe and slope revetment armor, core, and bedding stone with existing and supplemental stone (Sites 1, 2, and 3 Base Bid; and ALT 1).
 9. Resetting riprap and reshaping upper riprap slope (Site 1).
 10. Repairing top of revetment slope/edge of roadway erosion (Site 3).
 11. Limited, in-kind repair of an existing damaged concrete drain discharge pipe (Site 3).
 12. Management and disposal of all associated demolition and construction debris.
 13. Protection and in-kind restoration of site features to remain.
 14. Complete incidental site work.

MOBILIZATION AND DEMOBILIZATION

15. Complete site, laydown areas, and Contractor's access location restoration and demobilization.

- C. The Contractor is advised to pay particular attention to weather forecasts for the area. The Contractor shall make provisions for contingencies to deal with inclement weather, the cost of which shall be incidental to other pay items, except as noted herein. The Contractor may have to demobilize from the site on a temporary basis due to weather. Prior to leaving the site, the Contractor shall take such steps as are necessary to protect completed work and work in progress and to remove all equipment and materials from potentially affected areas. The Contractor shall be responsible for any loss or damage to work completed, work in progress, equipment, or material. The Contractor shall remobilize to the site at no additional cost to the Owner. Remobilization shall include all effort required to restart the work.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02003 DEMOLITION AND REMOVAL
- 02200 EXCAVATION, BACKFILLING AND COMPACTION
- 02300 REVETMENT/STONE CONSTRUCTION
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION
- 05000 MISCELLANEOUS METALS

PART 2 - MATERIALS

2.1 GENERAL

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

PART 3 - EXECUTION

3.1 SUBMITTALS

- A. Submit a schedule of the equipment the Contractor will employ in the performance of the work under this Contract. Contractor shall submit documentation on all proposed crane, excavator, and other equipment intended for use on the project.
- B. Storm Contingency Plan for Site 1. The plan shall include emergency preparedness details for the following:
1. Demobilization and removal of all equipment and personnel from North Scituate Beach and the staging area landward of the seawall. All equipment and personnel should be moved to a location outside of FEMA-designated flood zones.
 2. Placement of temporary flood barrier across beach access ramp.
 3. Construction related debris removal after storm and disposal as directed by the Owner's Representative.
 4. Remobilization of equipment to the Site, including restoration of site access and staging areas as necessary.
- C. Develop and provide a Traffic Management Plan which includes details for the following:

1. Plan of contact the Town of Scituate Police to have its officers protect traffic and pedestrians at location of the Construction Entrance which will be interfered with by the Contractor's operation. Where traffic is maintained, the work shall be conducted and guarded so that there shall exist, at all times, a safe passageway for all.
2. Plan for Contractor to provide such law enforcement officers as may be deemed necessary by the Owner's Representative for the direction, and control of traffic services of such law enforcement officers shall be paid by the Contractor to their employers.

D. Equipment access and staging plans for each site.

E. Submittal for other work shall be in accordance with Section 01000 GENERAL REQUIREMENTS or under appropriate sections.

3.2 EQUIPMENT

A. The Contractor shall keep on the job sufficient equipment to meet the requirements of the work. The equipment shall be in satisfactory operating condition and be capable of safely and efficiently performing the work. The equipment shall be subject to inspection by the Engineer at all times.

B. Prior to commencement of work at the site, the Contractor shall make available to the Engineer for review, copies of all applicable inspections and certifications of equipment as required by Federal, State, and local laws and regulations. Such inspections and certifications shall be current and maintained in force for the duration of this contract. Each item of equipment shall have on board a spill kit and waste oil management plan which details the intended disposal method for waste oil.

C. Contractor shall demonstrate in a work plan that the above equipment is capable of lifting materials and demolition debris on and off the beach and performing the work to the limits as indicated on the Drawings.

D. Should equipment used not be capable of performing the work as intended, Contractor will provide alternative equipment that is capable of performing the work as intended at no extra cost to the Owner.

3.3 SITE PREPARATION, COORDINATION AND RESTORATION

A. Contractor shall provide site access as required for the transport of materials, personnel, and equipment to the project sites.

B. Site access for **Site 1** shall be predominantly from along Glades Road, and one of two access ramps to the beach: Glades/Gannett Road ramp and north of 62 Glades Road. Site access for **Site 2** shall be from the end of Surfside Road. Site access for **Site 3** shall be predominantly from along Seaside Road between seaward extensions of Winslow Avenue and Standish Avenue.

C. Material storage and Contractor staging areas will be kept to a minimum and coordinated with the Town. Equipment location, access, staging areas, and limits to be coordinated through the Owner.

1. Contractor to coordinate with the Town on use of the westernmost gravel parking area on Bailey's Causeway near Site 1.

- D. Contractor shall remove all materials used for access and restore to pre-construction condition all access areas, material and equipment storage areas, and areas disturbed in and around the project site during construction.
- E. Excess materials shall be removed from the sites and become the property of the Contractor, unless otherwise directed by the Owner. Excess imported material shall be measured and deducted from payment quantities under the appropriate items, as established by the Engineer.
- F. Contractor shall provide measures to prevent materials from entering the Ocean or other bodies of water.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Mobilization and demobilization shall be measured as a lump sum with the percentage of mobilization and demobilization complete measured by the Engineer, as indicated on the bid form. Total payment under this item (total sum of 02002-1N plus 02002-1J plus 02002-1 (Site 2) plus 02002-1 (Site 3)) shall be less than five percent (5%) of the total contract amount bid.
- B. Following completion of mobilization, the Contractor may invoice sixty percent (60%) of the lump sum bid price. Following satisfactory completion of all work, the Contractor may invoice the remaining forty percent (40%) of the lump sum bid price.
- C. Mobilization and demobilization for work associated with Site 1, R1 (Riley) is included in the lump sum measurement for that item.
- D. Emergency Storm Management Plan and Traffic Control Services for work associated with Site 1, R1 (Riley) is included in the lump sum measurement for that item.

4.2 PAYMENT

- A. Payment for Mobilization and Demobilization, under Items 02002-1N and 002002-1J shall be per the percentage of mobilization and demobilization complete for **Site 1: Glades, and Gannett Roads, and 7 Surfside Road**, which shall include mobilization and demobilization of all material, equipment including the Contractor's temporary facilities, site access, labor, transportation, supervision, survey, submittals and other incidental or appurtenant work required to complete mobilization and demobilization as shown on the Contract Drawings, as specified herein, and as directed by the Engineer.
- B. Payment for Implementation of Emergency Storm Management Plan (Site 1), under Items 02002-2N and 02002-2J shall be made for associated costs for **Site 1: Glades, and Gannett Roads, and 7 Surfside Road**, up to the allowance amount of **\$25,000.00**, if the Town directs the Contractor to implement the Emergency Storm Management Plan. The tasks shall include demobilization and removal of tall equipment and personnel from North Scituate Beach including the staging area, debris removal from the project area after the storm and disposal as directed by the Owner's Representative, and remobilization of all equipment and personnel to North Scituate Beach.
- C. Payment for Traffic Control Services (Site 1) under Items 02002-3N and 02002-3J, shall be made for associated costs for **Site 1: Glades, and Gannett Roads, and 7 Surfside Road**, up to the allowance amount of **\$212,000.00**, which shall include providing law enforcement officers as may be deemed

MOBILIZATION AND DEMOBILIZATION

necessary by the Owner's Representative for the direction, and control of traffic services. Payments to be made under this item shall only be for amounts actually paid by the Contractor to provide satisfactory Traffic Control Services as stipulated herein. No allowance for overhead shall be included, it having been considered to be included for payment in prices stipulated for all other numbered items in the proposal. The Contractor shall submit with each request for payment under this item, a certified statement listing names, dates, rate of pays, hours of service, and total amount paid to each law enforcement officer.

- D. Payment for Mobilization and Demobilization, under Item 02002-1 (Site 2) shall be per the percentage of mobilization and demobilization complete for **Site 2: 91 Surfside Road**, which shall include mobilization and demobilization of all material, equipment including the Contractor's temporary facilities, site access, labor, transportation, supervision, survey, submittals and other incidental or appurtenant work required to complete mobilization and demobilization as shown on the Contract Drawings, as specified herein, and as directed by the Engineer.
- E. Payment for Traffic Control Services under Items 02002-2 (Site 2), shall be made for associated costs for **Site 2: 91 Surfside Road**, up to the allowance amount of **\$10,000.00**, which shall include providing law enforcement officers as may be deemed necessary by the Owner's Representative for the direction, and control of traffic services. Payments to be made under this item shall only be for amounts actually paid by the Contractor to provide satisfactory Traffic Control Services as stipulated herein. No allowance for overhead shall be included, it having been considered to be included for payment in prices stipulated for all other numbered items in the proposal. The Contractor shall submit with each request for payment under this item, a certified statement listing names, dates, rate of pays, hours of service, and total amount paid to each law enforcement officer.
- F. Payment for Mobilization and Demobilization, under Item 02002-1 (Site 3) shall be per the percentage of mobilization and demobilization complete for **Site 3: Seaside Road**, which shall include mobilization and demobilization of all material, equipment including the Contractor's temporary facilities, site access, labor, transportation, supervision, survey, submittals and other incidental or appurtenant work required to complete mobilization and demobilization as shown on the Contract Drawings, as specified herein, and as directed by the Engineer.
- G. Payment for Traffic Control Services (Site 3) under Items 02002-2 (Site 3), shall be made for associated costs for **Site 3: Seaside Road**, up to the allowance amount of **\$65,000.00**, which shall include providing law enforcement officers as may be deemed necessary by the Owner's Representative for the direction, and control of traffic services. Payments to be made under this item shall only be for amounts actually paid by the Contractor to provide satisfactory Traffic Control Services as stipulated herein. No allowance for overhead shall be included, it having been considered to be included for payment in prices stipulated for all other numbered items in the proposal. The Contractor shall submit with each request for payment under this item, a certified statement listing names, dates, rate of pays, hours of service, and total amount paid to each law enforcement officer.
- H. No payment shall be made for any necessary temporary demobilization and remobilization due to inclement weather.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
02002-1N	MOBILIZATION AND DEMOBILIZATION (SITE 1-NEMO)	Lump Sum
02002-1J	MOBILIZATION AND DEMOBILIZATION (SITE 1-JUNO)	Lump Sum
02002-1 (Site 2)	MOBILIZATION AND DEMOBILIZATION (SITE 2)	Lump Sum
02002-1 (Site 3)	MOBILIZATION AND DEMOBILIZATION (SITE 3)	Lump Sum
02002-2N	IMPLEMENTATION OF EMERGENCY STORM MANAGEMENT PLAN (SITE 1-NEMO)	Allowance
02002-2J	IMPLEMENTATION OF EMERGENCY STORM MANAGEMENT PLAN (SITE 1-JUNO)	Allowance
02002-3N	TRAFFIC CONTROL SERVICES (SITE 1-NEMO)	Allowance
02002-3J	TRAFFIC CONTROL SERVICES (SITE 1-JUNO)	Allowance
02002-2 (Site 2)	TRAFFIC CONTROL SERVICES (SITE 2)	Allowance
02002-2 (Site 3)	TRAFFIC CONTROL SERVICES (SITE 3)	Allowance

END OF SECTION

SECTION 02003

DEMOLITION AND REMOVAL

PART 1 - GENERAL

1.1 SCOPE

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

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02200 EXCAVATION, BACKFILLING AND COMPACTION
- 02300 REVETMENT/STONE CONSTRUCTION
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION
- 05000 MISCELLANEOUS METALS

1.3 SUBMITTALS

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

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

1.4 REGULATORY REQUIREMENTS

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

1.5 PROJECT CONDITIONS

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

in-progress, and completed work from damage associated with the project demolition and removal. Damage due to demolition and removal shall be repaired by the Contractor at his own expense.

PART 2 - MATERIALS

2.1 DEMOLITION EQUIPMENT

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

2.2 SHEETING AND COVERINGS

- A. If stockpiled, demolition debris shall be placed on a strong, durable, impermeable, flexible 20 mil minimum thickness HDPE sheeting or other Engineer-approved material.
- B. Stockpiled demolition debris capable of becoming airborne or generating dust shall be covered with a strong, durable, impermeable, tear-resistant 6 mil minimum thickness polyethylene.

2.3 EROSION AND SEDIMENT CONTROLS

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

PART 3 - EXECUTION

3.1 GENERAL

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

work, the Contractor shall clean up and restore contaminated area to the satisfaction of the Owner at no additional cost to the Owner.

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

3.2 ANTICIPATED DEMOLITION SEQUENCE

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

3.3 DISPOSAL OF DEMOLITION DEBRIS

- A. Material resulting from demolition shall become the property of the Contractor and shall be properly disposed of at the approved legal site at the Contractor's expense, unless otherwise indicated.
- B. Hauling and proper disposal of materials shall be in accordance with all Federal, State and Local requirements.
- C. Removals may include existing items designated to remain (or to be removed and reset), such as metal pipe railings, metal guard rail, pavements, plantings, etc., if the items are damaged or repair is otherwise impractical. Any existing feature scheduled to remain or to be temporarily removed and reset shall be restored or replaced to match pre-construction conditions at the Contractor's expense.

3.4 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS

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

3.5 DEMOLITION AND REMOVAL OF EXISTING CONCRETE STRUCTURES

- A. The Contractor shall remove all existing items designated for removal to lines and grades shown on the Drawings, as required to perform the proposed work, as specified herein, and as directed by the Engineer.

- B. Concrete shall be cut, chipped, or otherwise removed from the concrete structures to the lines and grades as shown on the Drawings, as required to perform the proposed work, as specified herein, and as directed by the Engineer.
- C. Contractor shall submit information on hammer capable of removing concrete as specified. Contractor shall provide field test hammering to demonstrate ability of hammer to remove concrete and to explore the soundness of concrete areas. Engineer may require hammer change to achieve required demolition.
- D. All loose and deteriorated material will be removed from the concrete repair areas and properly disposed of on a daily basis in accordance with the Order of Conditions.
- E. Concrete removal shall be carried to dimensions and conditions indicated by the Drawings, unless approved by the Engineer. The boundaries of the areas to be repaired shall be vertically sawcut or cut at an approximately 90-degree angle to a depth of not less than 2 inches to avoid thin or feather edges in the finished surface.
- F. Removals shall also include existing steel reinforcement, inserts, anchors, and other embedded materials that conflict with the proposed work or are otherwise unsuitable to remain in-place and other miscellaneous construction related waste and debris.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. DISPOSAL OF UNSUITABLE MATERIAL including items 02003-1N and 02003-1J shall be measured for payment by the ton of existing, unsuitable material encountered at **Site No. 1**, within the revetment repair areas [excluding existing concrete and stone associated with Site No. 1, Plan Ref. No. 9], and excavations required to perform the corresponding repair work, that cannot be incorporated into the work or otherwise remain on-site (per the opinion of the Engineer), and is removed and disposed of off-site based on trucking and/or disposal facility weight slips signed by a sworn weigher and as measured by the Engineer.
- B. Disposal of unsuitable material for work associated with Site 1, R1 (Riley) is included in the lump sum measurement for that item.
- C. Disposal of unsuitable material for work associated with Site 1, (N15) Concrete Access Ramp and Stone Revetment, shall be considered incidental to the lump sum value under that item.
- D. Disposal of unsuitable material for work associated with Site 3, Item 03400-6, Seawall Overlay Repairs, shall be considered incidental to the lineal foot measurement under that item.
- E. Disposal of unsuitable material for work associated with Site 3, Item 03400-7, Concrete Pipe Repair, shall be considered incidental to the lump sum value under that item.
- F. REMOVE CONCRETE INFILL AND RESET RIPRAP including items 02003-1N and 02003-1J shall be measured for payment by the square foot of existing, grouted riprap encountered at **Site No. 1, Plan Ref. No. 9**, removed and replaced with [ungrouted] riprap, installed and complete, consistent with the project requirements for Reshape Upper Riprap Slope under Specification Section 02300 and as measured by the Engineer.

4.2 PAYMENT

- A. DISPOSAL OF UNSUITABLE MATERIAL shall be paid for under Contract Items 02003-1N and 02003-1J. Payment shall include full compensation for removal, separation, handling, stockpiling, hauling, and disposal of existing, unsuitable material encountered at **Site No. 1**, within the applicable revetment repair areas [excluding concrete and stone associated with Site No. 1, Plan Ref. No. 9], and excavations required to perform the corresponding repair work, that is removed and disposed of off-site, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under these items as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- B. REMOVE CONCRETE INFILL AND RESET RIPRAP, if awarded, shall be paid under Contract Add Alt. No. 1 – Item 02003-2ALT. Payment shall include full compensation for removal, separation, handling, stockpiling, hauling, and disposal of existing, unsuitable material encountered at **Site No. 1, Plan Ref. No. 9**; and the corresponding replacement with [ungrouted] riprap consistent with the project requirements for Reshape Upper Riprap Slope under Specification Section 02300; including all materials, equipment, labor, survey, transportation, disposal, supervision, submittals and other incidental or appurtenant work required to complete the work under these items as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- C. No separate measurement and payment shall be made for imported riprap or other fill materials required to complete the work specified under this Section.
- D. No separate measurement or payment shall be made for concrete demolition debris, removals, and disposal necessary to complete the work under Specification Sections 03400, which shall be considered incidental to the various Contract Items associated with concrete repair and construction work.
- E. Removal and disposal of construction related waste and debris not specifically identified herein or on the Contract Drawings shall be considered incidental to the various Contract Items. No separate measurement or payment shall be made for removal and disposal of miscellaneous construction related waste, debris, material utilized for the Contractor’s access or convenience, or excess material not used in the work.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
02003-1N	DISPOSAL OF UNSUITABLE MATERIAL (SITE 1 – N7, N8, N9, N10, N12.1, N12.2, N13)	TON
02003-1J	DISPOSAL OF UNSUITABLE MATERIAL (SITE 1 – J27.1, J27.2, J34, J35, J36, J41, J42)	TON
02003-2ALT (ADD-ALT NO. 1)	REMOVE CONCRETE INFILL AND RESET RIPRAP (SITE 1 – PLAN REF. NO. 9)	SQUARE FOOT

END OF SECTION

SECTION 02200

EXCAVATION, BACKFILLING AND COMPACTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall provide all labor, equipment, materials, tools, and accessories to complete the work in this section. This work includes, but is not necessarily limited to, excavation, shoring, subgrade preparation, placement, backfilling, and compacting of soil and crushed stone for all associated work and any incidental items, as indicated on the Contract Drawings and specified herein.
- B. The Contractor shall protect or restore existing site features that abut the work scheduled to remain.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02003 DEMOLITION AND REMOVAL
- 02300 REVETMENT/STONE CONSTRUCTION
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION

1.3 REFERENCES

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

1.4 SUBMITTALS AND SAMPLES

- A. Contractor shall submit documentation for the source for furnishing all supplemental fill material. It is the Contractor's responsibility to determine that the source selected can provide the quality and quantities needed at the rate needed to maintain the project schedule. If a source for fill material is not accepted for use by the Engineer, the Contractor shall propose other sources. Approval of submitted samples, sources, or quarries shall not be construed as a waiver by the Engineer of the right to reject any material that does not comply with the requirements noted herein after.

- B. Contractor shall submit 40 lb. sample of each type of fill to the Engineer, in airtight containers, to establish reference densities.
- C. Contractor shall submit documentation of sieve analysis for each type of proposed fill material to the Engineer for conformance with requirements specified herein.
- D. Contractor shall record each delivery of supplemental fill material to the project. Quantity of fill material shall be provided in units of cubic yard, unless otherwise directed.
- E. Delivery slips for fill material shall be submitted to the Engineer and Town for each delivery of fill to the site. The Contractor shall maintain a running tally of daily tonnage/cubic yardage and tonnage/cubic yardage to date. Updated quantity tally shall be submitted to the Engineer and the Town daily.
- F. Contractor shall submit product data for non-woven filter fabric material to be used.
- G. Contractor shall not order materials until the Engineer's review of submittals has been obtained.

1.5 UTILITIES AND PROTECTION

- A. The Contractor shall locate and mark active underground utility lines before commencing work. Utility services to remain shall be protected from damage and shall be plotted on the Record Plans by the Contractor. Utilities which are not active shall be protected or properly removed as directed by the Engineer and the Owner. Existing utilities shall not be interrupted except when authorized in writing both by the Engineer and by authorities having jurisdiction.
- B. Excavated areas shall be kept free from water, snow, and ice during construction. If needed, pumping operations shall be performed should surface rain or groundwater be encountered during construction. Sheeting, shoring and trench boxes shall be of proper strength and shall be placed where necessary to prevent caving, erosion or gulying of excavation sites.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

- A. Existing Granular Fill to be used as backfill shall be free from trash, ice, snow, tree stumps, roots, organic materials, and other deleterious materials. Existing granular fill shall contain no stone greater than two-thirds (2/3) the loose lift thickness with a maximum stone size of twelve (12) inches in diameter and contain no more than 25% fine content (percent passing the No. 200 sieve). It shall have physical properties such that it can be readily spread and compacted during filling. It is anticipated that existing material will be used as backfill. In the event it is determined the backfill material is unsuitable; the Contractor shall provide suitable backfill material in accordance with Gravel Borrow.
- B. Loam (or Topsoil) shall consist of existing or imported friable soil obtained from naturally well-drained areas or shall be the product of a commercial sand and gravel processing facility. It shall be uncontaminated by salt water, foreign matter, or substances harmful to plant growth. Loam shall be free of debris, rocks, clods, stumps, roots, building materials, trash, and any other extraneous matter. Loam shall be free of quackgrass rhizomes (*Agropyron repens*) and the nut-like tubers of nutsedge (*Cyperus esculentus*). It is anticipated that loam stripped from the limits of work as indicated on the drawings and herein will be suitable and sufficient for the work. Loam shall otherwise conform to MassDOT

Specification M1.05.0. Loam for Roadsides shall have no material greater than 1 in. in diameter. Loam for Lawns shall have no material greater than ½ in. in diameter.

- C. Gravel Borrow shall consist of inert material that is hard, durable stone and coarse sand, free from trash, ice, snow, tree stumps, roots, organic materials, loam and clay, surface coatings, and other deleterious materials. Gradation requirements shall conform to the following:

(MassDOT Spec. M1.03.0, Type C)

U.S. Sieve No.	Percent Passing by Weight
1/2"	50-85
#4	40-75
#50	8-28
#200	0-10

Maximum size of stone shall be two inches (2") largest dimension.

- D. Crushed Stone (and Filter Stone) shall consist of angular fragments of hard, durable crushed rock, free from a detrimental quantity of thin, flat, elongated pieces or shall be durable crushed gravel stone obtained by artificial crushing of gravel boulders or fieldstone. The crushed stone shall be free from trash, ice, snow, tree stumps, roots, organic materials and other deleterious materials. Gradations shall conform to the following:

1-½" Crushed Stone (MassDOT Spec. M2.01.2)

U.S. Sieve No.	Percent Passing by Weight
2"	100
1 ½"	95-100
1"	35-70
¾"	0-25

Maximum size of stone shall be two inches (2") largest dimension.

¾" Crushed Stone (MassDOT Spec. M2.01.4)

U.S. Sieve No.	Percent Passing by Weight
1"	100
¾"	90-100
½"	10-50
3/8"	0-20
#4	0-5

Maximum size of stone shall be one inch (1") largest dimension.

- E. Dense-Graded Crushed Stone shall consist of clean, inert, hard, durable grains of quartz or other hard, durable rock, free from trash, ice, snow, tree stumps, roots, organic materials, and other deleterious materials. Gradation shall conform to the following:

(MassDOT Spec. M2.01.7)

U.S. Sieve No.	Percent Passing by Weight
2"	100
1 ½"	70-100
¾"	50-85
#4	30-55
#50	8-24
#200	3-10

- F. Modified Rockfill (8-inch minus Stone) shall consist of hard, durable, angular shaped stones which are the product of primary crushing of a stone crusher. Rounded stone, boulders, sandstone and similar soft stone or relatively thin slabs will not be acceptable. Stone shall be free from overburden, spoil, shale, organic material, and other deleterious material. Gradation shall conform to the following:

(MassDOT Spec. M2.02.4)

Size of Stone	Percent Passing by Weight
8"	95-100
4"	0-25
2 ½"	0-5

2.2 FILTER FABRIC

- A. Filter fabric (non-woven) shall be non-biodegradable non-woven geotextile fabric resistant to naturally encountered chemicals, alkalines, and acids, as Mirafi 180N, or an approved equivalent.
- B. Woven Filter fabric for proposed revetment repairs and stone slopes shall be non-biodegradable woven geotextile fabric resistant to naturally encountered chemicals, alkalines, and acids, as Mirafi 600X, or an approved equivalent.

2.3 USE OF MATERIALS

- A. Use of materials shall be as described below and as shown on the plans. Further details can be found in the Contract Drawings. Combinations or layering of materials may be necessary in certain instances.
- B. Topsoil or Loam: Use to restore and finish grades within landscaped, vegetated, and lawn areas; as required herein; where indicated on the Contract Drawings; and as indicated by the Engineer.
- C. Existing Granular Fill: Use to backfill excavations up to subgrade elevations and below pavement base course, except where different materials are specified, as indicated on the Contract Drawings, and as indicated by the Engineer.

- D. Gravel Borrow: Use as backfill for excavations, to replace unsuitable excavated material below subgrade elevations, as indicated on Contract Drawings, and as indicated by the Engineer.
- E. Crushed Stone: Use as base course below the proposed reconstructed Glades/Gannett concrete access pad and ramp (Site 1). Use in bottom of excavations to aid in construction dewatering and maintaining subgrade stability during wet conditions, backfill behind walls, in confined areas, and as indicated on the Contract Drawings. Crushed stone layers greater than 4 inches in thickness shall be wrapped in non-woven filter fabric (Mirafi 180N or equivalent).
- F. Dense-Graded Crushed Stone: Use Dense-graded crushed stone to fill between the existing roadway pavement and proposed Modified Rockfill (8-inch minus stone) adjacent to the proposed repaired revetment slope (Site 3), as pavement base course, and as indicated on the Contract Drawings.
- G. Modified Rockfill (8-inch minus Stone): Use for Top Revetment/Road Erosion Repair (Site 3), as required herein, as specified in Section 02300 REVETMENT/STONE CONSTRUCTION and related Sections, where indicated on the Contract Drawings, and as indicated by the Engineer.
- H. Non-Woven Filter Fabric: Use to wrap proposed Modified Rockfill between proposed repaired revetment slope and existing road/shoulder (Site 3); to provide a filter between crushed stone fill and other fill materials; and as required herein, as specified in Section 02300 REVETMENT/STONE CONSTRUCTION and related Sections, where indicated on the Contract Drawings, and as indicated by the Engineer.
- I. Woven Filter Fabric: Use to separate different fill materials; and as required herein, as specified in Section 02300 REVETMENT/STONE CONSTRUCTION and related Sections, where indicated on the Contract Drawings, and as indicated by the Engineer.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall maintain, and stockpile excavated and delivered fill material in a safe, approved manner in accordance with all environmental requirements for the project and to protect existing structures and work. See Section 01000 GENERAL REQUIREMENTS for additional coordination requirements.
- B. Contractor shall schedule work and deliveries to avoid impact to abutters and local traffic. The Contractor shall conform to all applicable federal, state, and local requirements regarding the handling, delivery and installation of fill material.
- C. Contractor shall order new fill to supplement existing fill, based on conditions encountered. Prior to ordering new fill, the Contractor shall recover existing fill to enable the Engineer and Contractor to evaluate the type and quantity of new fill for the project.
- D. Contractor shall coordinate excavation and backfilling work during favorable weather conditions and at times when tidal water will not affect the work. No work shall be performed during storm conditions. Contractor to make provisions as necessary to control water during construction.

3.2 EXCAVATION

- A. Contractor shall excavate the existing soils or fill to the dimensions and elevations shown on the Contract Drawings, or as necessary to install the various components of the work.

EXCAVATION, BACKFILLING AND COMPACTION

- B. Contractor shall separate excavated materials as suitable and unsuitable for backfill or other uses, as approved by the Engineer. Existing Loam or Topsoil shall be stripped and stockpiled for reuse in landscaped areas. Unsuitable material shall be immediately removed from the site. All material removed from the site shall be disposed of legally. Suitable material taken from excavations shall be stockpiled for future backfilling within the staging areas as indicated on the Contract Drawings or as directed by the Engineer.
- C. Contractor shall maintain project benchmarks for horizontal and vertical control of excavations and backfilling.
- D. Suitable material for backfilling shall meet the requirements of the fill materials specified in these Contract Documents. Soils with significant fines content, organic material, deleterious or other objectionable material will not be allowed as backfill.
- E. Excavated material shall not be deposited or piled to cause excessive settlement or endanger portions of any new or existing structures, such as surcharge loading of bulkheads or walls.
- F. Unsuitable soil or materials found during excavation shall be removed, as determined in the field by the Engineer. The Engineer shall be present during excavation of unsuitable soil or materials to verify the quantity and characteristics of material removed. Grades will be restored with approved fill as directed by the Engineer.
- G. Contractor shall take appropriate measures to shore the walls of the excavation, when necessary, particularly when made within the intertidal zone or adjacent to features to remain. Excavations shall be in accordance with current OSHA standards.
- H. Contractor shall protect any open excavation with poly tarp or approved geotextile fabric to avoid erosion of material.

3.3 INSPECTION

- A. Contractor shall verify that stockpiled fill to be reused has been approved by the Engineer.
- B. Prior to backfilling, the Contractor shall verify that areas to be backfilled are free of debris, snow, ice, or water, and that ground surfaces are not frozen.

3.4 PREPARATION

- A. When necessary, compact subgrade surfaces to density requirements for fill or backfill material.
- B. Cut out soft areas not readily capable of in-situ compaction. Backfill with gravel borrow and compact to density equal to requirements for subsequent backfill material.

3.5 FILLING AND BACKFILLING

- A. Suitable excavated material may be used for backfilling. Suitability of materials shall be determined by the Engineer. Such use of excavated materials may include stockpiling until needed.
- B. All unsuitable material shall be removed from the site. The Contractor shall be wholly responsible for the disposal of such excavated material at an approved disposal area. Such disposal shall be in strict

compliance with all Local and State rules, regulations, ordinances and laws which regulate and control its disposal.

- C. Fill or backfill areas to the contours and elevations as shown on the Contract Drawings. Use unfrozen materials.
- D. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- E. Compact all materials by mechanical means. Employ a placement method so not to disturb or damage drainage pipes and utilities in trenches.
- F. Maximum thickness of loose lift to be eight (8) inches unless approved by the Engineer.
- G. Maintain optimum moisture content (+/- 2%) of backfill materials to attain required compaction density.
- H. Backfill against foundation walls of other structures simultaneously on each side to limit lateral loading. Hand operated equipment shall be required next to seawall and footings.
- I. Make changes in grade gradual. Blend slopes into level areas.
- J. Place crushed stone in a manner that will avoid segregation of particles and will provide a smooth surface and will not damage the underlying filter fabric. Crushed stone shall not be dumped. Lifts of crushed stone shall be gently tapped with excavator bucket or plate compactor.
- K. Place surplus backfill materials as directed by the Engineer. Leave stockpile areas completely free of excess fill materials.
- L. Do not place, spread, or roll any fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory to the Engineer.
- M. Where soil has been softened or eroded by flooding or placement during unfavorable weather, remove all damaged areas and recompact as specified for fill and compaction below, at no additional cost to the Town.

3.6 FIELD QUALITY CONTROL

- A. Compaction testing shall be performed in accordance with ANSI/ASTM D1557 and ANSI/ASTM D1556.
- B. Gravel Borrow and Dense Graded Crushed Stone shall be compacted to 95% (minimum) of the Modified Proctor Test, ASTM D1557 (Method C).

3.7 FILTER FABRIC

- A. Filter fabric shall be installed in strict accordance with the manufacturer's specifications and recommendations and be installed in a manner, location and configuration as indicated on the Contract Drawings.
- B. The subgrade that receives the filter fabric shall be free of obstructions, depressions and debris and shall be adequately prepared as specified herein.

- C. Filter fabric shall be laid loosely in a manner that will provide a smooth surface free of wrinkles or creases. Sufficient slack shall be provided around irregularities to allow for readjustments.
- D. A minimum 18-inch overlap shall be provided at all unsewn lap joints and 6-inch overlap shall be provided at sewn joints. Any incidental tears shall be patched with a minimum 3-foot overlay in all directions from the tear.

3.8 TOP REVETMENT/ ROAD EROSION REPAIR (SITE 3)

- A. Excavation necessary for the proposed top revetment/ road erosion repair shall be in accordance with this specification Section 02200.
- B. Prior to placement of fill, subgrade shall be proof compacted with vibratory drum roller or vibratory plate compactor. Any weak or soft spots identified during proof compaction shall be over excavated and replaced with compacted suitable fill.
- C. Dense graded crushed stone shall be placed in lifts with each lift compacted to 95% of the maximum dry density as determined by ASTM D1557 (Method C).
- D. Modified rockfill (8-inch minus stone) shall be placed by hand or by excavator bucket, but shall not be dumped, and compacted by tamping with the excavator bucket to form a firm and compact surface with minimal voids.
- E. Non-woven filter fabric shall be placed on all sides (i.e. wrap) of the modified rockfill (8-inch minus stone). Filter fabric shall be installed in accordance with subsection 3.7.
- F. The erosion repair area shall extend 2 feet deep, at a varying width between the proposed repaired revetment and edge of road, shall extend up to the edge of pavement elevation, and shall extend to the limits shown on the Drawings.

3.9 RESTORATION OF LANDSCAPED AREAS

- A. Backfill excavations in landscaped areas with soil meeting the requirements of Existing Granular Fill to 6 inches below finished grade, or to match the depth of existing loam or topsoil if deeper.
- B. Install non-woven filter fabric (Mirafi 180N or equal) at the interface between the fill of the landscaped area and abutting stone riprap, revetment, as indicated on the Contract Drawings, as required, and as indicated by the Engineer.
- C. Disturbed landscaped areas shall be permanently stabilized and restored to grade with a 6-inch-thick layer (minimum) of loam.
- D. Loam shall be spread in even lifts and compacted sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil.
- E. If depressions develop within the surface of the loam the depressions shall be filled with additional loam material and the surface be regraded until presenting a smooth even finish corresponding to the required grades.

F. Existing plants shall be protected from damage and restored in-kind. In the event plantings require replacement due to damage or any other reason, the Contractor shall submit proposed product information, a planting plan, and procedures for approval by the Owner.

G. Grass and Lawn Areas:

1. The Contractor must establish a satisfactory stand of grass to complete restoration of an existing area of grass. To be acceptable all areas of restored grass shall be well-rooted, thick in growth, uniformly healthy in color, texture, and growth pattern, and shall meet the following criteria:
 - a. A minimum germination rate of 90% for all seeded lawns. Areas and spots not showing a prompt “catch” shall be scarified, re-fertilized, and re-seeded at two-week intervals until 90% germination is attained,
 - b. No bare spots larger than one foot (1’) square with less than 75% germination shall be evident,
 - c. No annual, perennial, or noxious weeds shall be evident.
2. Grass seed shall be fresh, clean, dry, new crop seed meeting the standards of SRA-156, U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act.
3. Seed shall be of the following varieties, mixed in proportion by weight and testing the minimum percentages of purity and germination.

Name	Proportion	Minimum % Germination	Minimum % Purity	Maximum % Weed
Kentucky Bluegrass Top Quality Names Variety	40%	80	85	0.5
Fine Textured Endophytic Perennial Ryegrass	35%	90	85	0.5
Creeping Red Fescue	25%	90	85	0.5
(Application = 4 lb./1,00 Sq. Ft.)				

- a. Perennial Ryegrass shall consist of one or more of the following varieties: Baron, Famous, NuBlue.
- b. Turf Type Tall Fescue shall be Rebel Jr. or approved equal.
- c. Weed seed shall not exceed 0.5% by weight.
4. Where new grass areas abut other newly planted or existing planted areas establish limits of new grass with lime. Secure approval by Owner’s Representative of limed edge prior to beginning seeding operations.
5. Apply fertilizer, lime, and other initial soil amendments evenly at rates determined by topsoil test results and/or seed suppliers’ recommendations.
6. Maintain a moist seed bed at all times. Water the seed bed so that the topsoil is wet to a depth of two inches.
7. Protect the seed bed with barricades, if necessary, to keep all traffic off the areas.
8. After grass has appeared, re-seed all areas which have failed to show a uniform stand of grass. For isolated points of erosion that are not able to be stabilized by re-seeding, use sod.

3.10 TOLERANCES

- A. Top Surface of Backfilling: Plus or minus one (1) inch.

3.11 CLEANUP

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

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Excavation, backfilling, and compaction of existing material shall be considered incidental to the various proposed repair items. No separate measurement or payment will be made for excavation, backfilling, and compaction of existing material. Include all costs for work under items for which excavation, backfilling, and compaction of existing materials are required.
- B. Gravel Borrow imported to backfill excavations shall be considered incidental to the various proposed repair items. No separate measurement or payment will be made for excavation, backfilling, and compaction of existing material. Include all costs for work under items for which excavation, backfilling, and compaction of existing materials are required.
- C. Crushed Stone for the proposed Glades/Gannett concrete access pad and ramp shall be considered incidental to the reconstruction of the access pad and ramp item (Site 1). Crushed stone used in bottom of excavations to aid in construction dewatering and maintaining subgrade stability during wet conditions, backfill behind walls, and in confined areas shall be considered incidental to the various proposed repair items.
- D. Dense-graded Crushed Stone shall be considered incidental to the various proposed repair items for which the material is required. No separate measurement and payment shall be made for Dense-graded Crushed Stone.
- E. Modified Rockfill (8-inch minus stone) shall be considered incidental to the various proposed repair items for which the material is required. No separate measurement and payment shall be made for Dense-graded Crushed Stone.
- F. Non-woven filter fabric shall be considered incidental to the various proposed repair items for which the material is required. No separate measurement or payment shall be made for non-woven filter fabric.
- G. Top Revetment/Road Erosion Repair shall be measured for payment by the lineal foot installed, complete, along the top of the repaired revetment at Site 3 as shown on the Drawings.

4.2 PAYMENT

- A. TOP REVETMENT/ ROAD EROSION REPAIR at Site 3 shall be paid for under Contract Item 02200-1 (Site 3). Payment shall include full compensation for excavation and preparation of subgrade, furnishing and installing, and compacting dense-graded crushed stone and modified rockfill (8-inch minus stone) wrapped in non-woven filter fabric to the lines and grades shown on the Drawings, and including all

materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.

- B. There will be no separate measurement or payment for restoration of landscaped areas under this section. Restoration of landscaped areas, lawn, and plantings; including but not limited to all associated labor, materials, and supervision, stripping, stockpiling, replacing existing loam, and provision of imported loam (if required), soil amendments, lime, fertilizer, watering, protection, maintenance, and any other item required to complete restoration shall be considered incidental the GENERAL REQUIREMENTS and included under the Contract Items for MOBILIZATION AND DEMOBILIZATION. Include all associated costs for restoration of landscaped areas under Contract Items 02002-1N, 02002-1J, and 02002-1 (Site 3) according to the Site (Sites 1, 2, and 3) at which the corresponding restoration of landscaped areas is required.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
02200-1 (Site 3)	TOP REVETMENT/ ROAD EROSION REPAIR (SITE 3)	LINEAR FOOT

END OF SECTION

SECTION 02300

REVETMENT/STONE CONSTRUCTION

PART 1 - GENERAL

1.1 WORK INCLUDED

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

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02003 DEMOLITION AND REMOVAL
- 02200 EXCAVATION, BACKFILLING AND COMPACTION
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION
- 05000 MISCELLANEOUS METALS

1.3 REFERENCES

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

1.4 SUBMITTALS AND SAMPLES

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

PART 2 - PRODUCTS

2.1 EXISTING STONE

- A. It is the explicit intent of the project to maximize the reuse of existing stone materials in the work to extent feasible. The contractor shall coordinate with the Engineer prior to removing existing stone from the site that is not suitable for reuse.
- B. Existing stone recovered from excavations that does not meet the requirements for other specified uses, or that is generated in excess of the quantities required to complete the corresponding repairs, shall be incorporated into the work as granular fill below revetments and as directed by the Engineer.
- C. Existing stone recovered for reuse as revetment stone shall be of approved quality regarding size, shape, strength, angularity, resistance to abrasion, and durability prior to placement.
- D. Existing stone shall be clean and adequately free from foreign matter. Any foreign matter adhering to the stone shall be removed prior to placement.
- E. Rounded stone present on the project site shall not be accepted in this work for Armor Stone, Bedding Stone, Core Stone, or Riprap, unless otherwise directed by the Engineer. All recovered stones used for Armor Stone, Bedding Stone, Core Stone, or Riprap shall have at least three (3) flat faces to enable the stones to be properly interlocked together to form a compact mass. No face dimension shall be less than 12 inches.
- F. Existing stones to be used for revetments and riprap shall conform to minimum size requirements as further defined in this specification section and as shown on the Drawings.
- G. Contractor shall provide stone to supplement and/or replace existing stone not suitable for reuse.

2.2 SUPPLEMENTAL STONE

- A. New stone to be used will be accepted only after its suitability has been established to the satisfaction of the Engineer. The stone shall consist of angular, sound, hard, dense, durable, blasted or field stone of good quality and resistant to weathering and disintegration from the marine environment and freeze/thaw cycles, and of an approved and satisfactory quality and shape. Accordingly, mica schist, slate, micaceous or thinly bedded sandstone, shale, coarse limestone, gypsiferous rock, poorly cemented sandstone, and conglomerate or soft or closely jointed rock of any sort shall not be accepted for use.
- B. Stone shall have the physical properties required by ASTM C33 for quarry rock suitable for producing coarse aggregate for concrete, in accordance with ASTM C88 and C131, respectively. The requirements of the abrasion test for all rock shall be a maximum loss of 40 percent.
- C. Stone shall not weight less than 160 pounds or more than 175 pounds per cubic foot, as determined by the standard test for apparent specific gravity (ASTM C127) using representative chips about one inch in size, taken from the stone furnished.
- D. Stone shall be free of seams, cracks, fractures, and other structural defects that will tend to increase its deterioration from natural causes. Inspection of seams, cracks, fractures, and other defects shall be by visual evaluation.

- E. Stone shall be clean and adequately free from foreign matter. Any foreign matter adhering to the stone shall be removed prior to placement.
- F. Stone shall be granite quarry or other stone of approved quality regarding size, shape, strength, resistance to abrasion, and durability, and shall be in angular blocks, as nearly cubical in shape as possible. Rounded stone shall not be accepted, and all stone shall have at least three (3) flat faces to enable the stones to be properly interlocked together to form a compact mass. No face dimension shall be less than 12 inches.
- G. New supplemental stone shall conform to minimum size requirements as further defined in this specification Section 02300 and as shown on the Drawings.

2.3 SITE NO. 1: GLADES, GANNETT, AND 7 SURFSIDE REVETMENTS

- A. Armor Stone for Site No. 1 shall weigh between five (5) and ten (10) tons with at least 50% of the armor stones weighing equal to, or more than six and a half (6.5) tons or to the weight and dimensions indicated in the Contract Drawings. Minimum Armor Stone layer thickness shall be:
 - 1. 3 feet thick for Revetment Cap and Slope Repair, and the Glades/Gannett Access Pad and Ramp revetment reconstruction;
 - 2. 4.5 feet thick for Seawall Toe Revetment Reconstruction; and,
 - 3. As indicated on the Contract Drawings.
- B. Core Stone for Site No. 1 shall consist of sound, durable stone, ranging in size from 12 to 18 inches in their greatest dimension. Core Stone shall consist of granite or other approved stone, in angular blocks, as nearly cubical as possible.
- C. Riprap for Site No. 1 Reshape Upper Rip Rap Slope repair shall consist of sound, durable stone, consistent with the character and color of the existing riprap ranging conforming to the requirements of MassDOT M2.02.4.

2.4 SITE NO. 2: 91 SURFSIDE REVETMENT

- A. Armor Stone for Site No. 2: 91 Surfside revetment slope shall weigh between eight (8) and ten (10) tons or to the weight and dimensions indicated in the Contract Drawings.
- B. Core Stone for Site No. 2: 91 Surfside revetment slope shall consist of sound, durable stone, ranging in size from 12 to 18 inches in their greatest dimension. Core stone shall consist of granite or other approved stone, in angular blocks, as nearly cubical as possible.

2.5 SITE NO. 3: SEASIDE REVETMENTS

- A. Armor Stone for Site No. 3: Seaside toe revetment and revetment slope and cap shall weigh between three (3) and five (5) tons with at least 50% of the armor stones weighing equal to, or more than four (4) tons or to the weight and dimensions indicated in the Contract Drawings. Minimum Armor Stone layer thickness shall be:
 - 1. 3 feet thick minimum for Toe Revetment and Revetment Slope Repair; and,
 - 2. As indicated on the Contract Drawings.

- B. Bedding Stone for Site No. 3: Seaside toe revetment shall consist of sound, durable stone, ranging in size from 8 to 12-inches in their greatest dimension. Bedding stone shall consist of granite or other approved stone, in angular blocks, as nearly cubical as possible.

2.6 REJECTION

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

PART 3 - EXECUTION

3.1 GENERAL

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

3.2 REVETMENT STONE

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

exposed damaged filter fabric shall be removed and disposed of in accordance with Section 02003-DEMOLITION AND REMOVAL.

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

3.3 UPPER RIP RAP SLOPE

- A. Contractor shall reshape upper rip rap slope with existing and supplemental rip rap stone to the lines and grades shown on the Contract Drawings (Site 1).
- B. The Contractor shall reuse existing stone meeting the requirements for riprap to the extent practical, including stone recovered from revetment excavations, to reshape the upper rip rap slope. The Contractor shall be responsible for providing supplemental riprap material as required to complete the proposed work as specified herein and as indicated on the Contract Drawings.
- C. Contractor shall provide all necessary excavation, filling, and compaction to provide a suitable subgrade surface for the proposed upper rip rap slopes to the lines and grades shown on the Contract Drawings. Excess or unsuitable material shall be removed and disposed of as required.
- D. Rip rap stone shall be placed in such a manner as to produce a well graded mass of rock with the minimum practicable percentage of voids. Placement shall begin at the bottom of the area to be covered and continue up slope.

- E. Rip rap stone shall be placed and compacted by equipment suitable for lifting, manipulating, and placing stone. Placing stone by dumping it at the top of the slope and pushing it down the slope will not be permitted.

3.4 TOLERANCES

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

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. REVETMENT SLOPE AND CAP REPAIR, (SITE 1-NEMO; N12.1, N12.2, N13) and REVETMENT SLOPE AND CAP REPAIR, (SITE 1-JUNO; J41, J42), items 02300-1N and 02300-1J, shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- B. ARMOR STONE 5-10 TON SLOPE AND CAP, (SITE 1-NEMO; N12.1, N12.2, N13) and ARMOR STONE 5-10 TON SLOPE AND CAP, (SITE 1-JUNO; J41, J42), items 02300-2N and 02300-2J, shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetments.
- C. ARMOR STONE 5-10 TON SLOPE AND CAP HMP, (SITE 1-NEMO; N12.1, N12.2, N13) and ARMOR STONE 5-10 TON SLOPE AND CAP HMP (SITE 1-JUNO; J41, J42), items 02300-3N and 02300-3J, shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetments.
- D. TOE REVETMENT RECONSTRUCTION, (SITE 1-NEMO; N7, N8, N9, N10) and TOE REVETMENT RECONSTRUCTION, (SITE 1-JUNO; J27.1, J34, J35, J36), items 02300-4N and 02300-4J, shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- E. ARMOR STONE 5-10 TON TOE REVETMENT RECONSTRUCTION, (SITE 1-NEMO; N7, N8, N9, N10) and ARMOR STONE 5-10 TON TOE REVETMENT RECONSTRUCTION, (SITE 1-JUNO; J27.1, J34, J35, J36), items 02300-5N and 02300-5J, shall be measured for payment by the ton of imported armor stone

REVETMENT/STONE CONSTRUCTION

installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetments.

- F. ARMOR STONE 5-10 TON TOE REVETMENT REPAIR, (SITE 1-NEMO; N7, N8, N9, N10) and ARMOR STONE 5-10 TON TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.1, J34, J35, J36), items 02300-6N and 02300-6J, shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetments.
- G. ARMOR STONE 5-10 TON TOE REVETMENT HMP, (SITE 1-NEMO; N7, N8, N9, N10), and ARMOR STONE 5-10 TON TOE REVETMENT HMP, (SITE 1-JUNO; J27.1, J34, J35, J36), items 02300-7N and 02300-7J, shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetments.
- H. CORE STONE 12"-18" TOE REVETMENT RECONSTRUCTION, (SITE 1-NEMO; N7, N8, N9, N10), and CORE STONE 12"-18" TOE REVETMENT RECONSTRUCTION, (SITE 1-JUNO; J27.1, J34, J35, J36), items 02300-8N and 02300-8J, shall be measured for payment by the ton of imported core stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable bedding stone reused for the revetments.
- I. CORE STONE 12"-18" TOE REVETMENT REPAIR, (SITE 1-NEMO; N7, N8, N9, N10), and CORE STONE 12"-18" TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.1, J34, J35, J36), items 02300-9N and 02300-9J, shall be measured for payment by the ton of imported core stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable bedding stone reused for the revetments.
- J. CORE STONE 12"-18" TOE REVETMENT HMP, (SITE 1-NEMO; N7, N8, N9, N10), CORE STONE 12"-18" TOE REVETMENT HMP, (SITE 1-JUNO; J27.1, J34, J35, J36), items 02300-10N and 02300-10J, shall be measured for payment by the ton of imported core stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable bedding stone reused for the revetments.
- K. RESHAPE UPPER RIP RAP SLOPE, (SITE 1-NEMO; N6, N11.1, N11.2, N14), item 02300-11N, shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- L. TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.2), item 02300-12J, shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- M. ARMOR STONE 5-10 TON TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.2), item 02300-13J, shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades

as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetments.

- N. ARMOR STONE 5-10 TON TOE REVETMENT HMP, (SITE 1-JUNO; J27.2), item 02300-14J, shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetment.
- O. REVETMENT SLOPE AND TOE REPAIR, (SITE 2), item 02300-15 (SITE 2), shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- P. ARMOR STONE 8-10 TON (SITE 2), item 02300-16 (SITE 2), shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetment.
- Q. CORE STONE 12"-18" (SITE 2), item 02300-17 (SITE 2), shall be measured for payment by the ton of imported core stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable bedding stone reused for the revetment.
- R. REVETMENT SLOPE REPAIR, (SITE 3), item 02300-18 (SITE 3), shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for supplemental stone needed for the revetment slope repair.
- S. SEAWALL TOE REVETMENT REPAIR, (SITE 3), item 02300-19 (SITE 3), shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- T. ARMOR STONE 3-5 TON, (SITE 3), item 02300-20 (SITE 3), shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetment.
- U. BEDDING STONE 8"-12", (SITE 3), item 02300-21 (SITE 3), shall be measured for payment by the ton of imported bedding stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable bedding stone reused for the revetment.
- V. CONCRETE STAIR REVETMENT REPAIR, (SITE 1) (No. 5, 6, 8), shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. (ADD-ALTERNATE NO. 1, Item 02300-22ALT)
- W. ARMOR STONE 5-10 TON, (SITE 1) (No. 5, 6, 8), shall be measured for payment by the ton of imported armor stone installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer. No separate measurement for payment shall be made for the placement of existing suitable armor stone reused for the revetment. (ADD-ALTERNATE NO. 1, Item 02300-23ALT)

4.2 PAYMENT

- A. REVETMENT SLOPE AND CAP REPAIR, (SITE 1-NEMO; N12.1, N12.2, N13) and REVETMENT SLOPE AND CAP REPAIR, (SITE 1-JUNO; J41, J42), associated with the Contract shall be paid for under Contract Items 02300-1N and 02300-1J. Payment shall include full compensation for the construction of revetment slope and cap repair, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- B. ARMOR STONE 5-10 TON SLOPE AND CAP, (SITE 1-NEMO; N12.1, N12.2, N13) and ARMOR STONE 5-10 TON SLOPE AND CAP, (SITE 1-JUNO; J41, J42), associated with the Contract shall be paid for under Contract Items 02300-2N and 02300-2J. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- C. ARMOR STONE 5-10 TON SLOPE AND CAP HMP, (SITE 1-NEMO; N12.1, N12.2, N13) and ARMOR STONE 5-10 TON SLOPE AND CAP HMP (SITE 1-JUNO; J41, J42), associated with the Contract shall be paid for under Contract Items 02300-3N and 02300-3J. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. Item is considered a FEMA Mitigation Improvement as indicated.
- D. TOE REVETMENT RECONSTRUCTION, (SITE 1-NEMO; N7, N8, N9, N10) and TOE REVETMENT RECONSTRUCTION, (SITE 1-JUNO; J27.1, J34, J35, J36), associated with the Contract shall be paid for under Contract Items 02300-4N and 02300-4J. Payment shall include full compensation for the construction of toe revetment reconstruction, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- E. ARMOR STONE 5-10 TON TOE REVETMENT RECONSTRUCTION, (SITE 1-NEMO; N7, N8, N9, N10) and ARMOR STONE 5-10 TON TOE REVETMENT RECONSTRUCTION, (SITE 1-JUNO; J27.1, J34, J35, J36), associated with the Contract shall be paid for under Contract Items 02300-5N and 02300-5J. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- F. ARMOR STONE 5-10 TON TOE REVETMENT REPAIR, (SITE 1-NEMO; N7, N8, N9, N10) and ARMOR STONE 5-10 TON TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.1, J34, J35, J36), associated with the

Contract shall be paid for under Contract Items 02300-6N and 02300-6J. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.

- G. ARMOR STONE 5-10 TON TOE REVETMENT HMP, (SITE 1-NEMO; N7, N8, N9, N10), and ARMOR STONE 5-10 TON TOE REVETMENT HMP, (SITE 1-JUNO; J27.1, J34, J35, J36), associated with the Contract shall be paid for under Contract Items 02300-7N and 02300-7J. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer. Item is considered a FEMA Mitigation Improvement as indicated.
- H. CORE STONE 12"-18" TOE REVETMENT RECONSTRUCTION, (SITE 1-NEMO; N7, N8, N9, N10), and CORE STONE 12"-18" TOE REVETMENT RECONSTRUCTION, (SITE 1-JUNO; J27.1, J34, J35, J36), associated with the Contract shall be paid for under Contract Items 02300-8N and 02300-8J. Payment shall include full compensation for furnishing and installing imported core stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Core stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- I. CORE STONE 12"-18" TOE REVETMENT REPAIR, (SITE 1-NEMO; N7, N8, N9, N10), and CORE STONE 12"-18" TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.1, J34, J35, J36), associated with the Contract shall be paid for under Contract Items 02300-9N and 02300-9J. Payment shall include full compensation for furnishing and installing imported core stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Core stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- J. CORE STONE 12"-18" TOE REVETMENT HMP, (SITE 1-NEMO; N7, N8, N9, N10), CORE STONE 12"-18" TOE REVETMENT HMP, (SITE 1-JUNO; J27.1, J34, J35, J36), associated with the Contract shall be paid for under Contract Items 02300-10N and 02300-10J. Payment shall include full compensation for furnishing and installing imported core stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed

by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Core stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer. Item is considered a FEMA Mitigation Improvement as indicated.

- K. RESHAPE UPPER RIP RAP SLOPE, (SITE 1-NEMO; N6, N11.1, N11.2, N14), associated with the Contract shall be paid for under Contract Item 02300-11N. Payment shall include full compensation for the reshaping of the upper rip rap slope, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- L. TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.2), associated with the Contract shall be paid for under Contract Item 02300-12J. Payment shall include full compensation for the toe revetment repair, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- M. ARMOR STONE 5-10 TON TOE REVETMENT REPAIR, (SITE 1-JUNO; J27.2), associated with the Contract shall be paid for under Contract Item 02300-13J. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- N. ARMOR STONE 5-10 TON TOE REVETMENT HMP, (SITE 1-JUNO; J27.2), associated with the Contract shall be paid for under Contract Item 02300-14J. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- O. REVETMENT SLOPE AND TOE REPAIR, (SITE 2), associated with the Contract shall be paid for under Contract Item 02300-15 (SITE 2). Payment shall include full compensation for the revetment slope and toe repair, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- P. ARMOR STONE 8-10 TON (SITE 2), associated with the Contract shall be paid for under Contract Item 02300-16 (SITE 2). Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall

utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.

- Q. CORE STONE 12"-18" (SITE 2), associated with the Contract shall be paid for under Contract Item 02300-17 (SITE 2). Payment shall include full compensation for furnishing and installing imported core stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- R. REVETMENT SLOPE REPAIR, (SITE 3), associated with the Contract shall be paid for under Contract Item 02300-18 (SITE 3). Payment shall include full compensation for the revetment slope and toe repair, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The costs to salvage existing stone and provide imported stone required to complete Item 02300-18 (SITE 3) shall be considered incidental and included in the unit cost per lineal foot of Item 02300-18 (SITE 3).
- S. SEAWALL TOE REVETMENT REPAIR, (SITE 3), associated with the Contract shall be paid for under Contract Item 02300-19 (SITE 3). Payment shall include full compensation for the seawall toe revetment repair, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- T. ARMOR STONE 3-5 TON, (SITE 3), associated with the Contract shall be paid for under Contract Item 02300-20 (SITE 3). Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.
- U. BEDDING STONE 8"-12", (SITE 3), associated with the Contract shall be paid for under Contract Item 02300-21 (SITE 3). Payment shall include full compensation for furnishing and installing imported bedding stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor's convenience or not approved by the Engineer.

- V. CONCRETE STAIR REVETMENT REPAIR, (SITE 1) (No. 5, 6, 8), associated with the Contract shall be paid for under Contract Item 02300-22ALT. Payment shall include full compensation for the concrete stair revetment repair, including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- W. ARMOR STONE 5-10 TON STAIR REVETMENT REPAIR, (SITE 1) (No. 5, 6, 8), associated with the Contract shall be paid for under Contract Item 02300-23ALT. Payment shall include full compensation for furnishing and installing imported armor stone including all materials, equipment, labor, survey, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work under this item as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer. The Contractor shall utilize approved existing stone prior to ordering additional stone. The Contractor shall coordinate ordering and delivery of stone with the Engineer. Armor stone material delivery and measurement for payment shall not be made for material utilized for the Contractor’s convenience or not approved by the Engineer.
- X. Removal and reconstruction of the revetment fronting the Glades/Gannett Access Pad and Ramp. shall be paid for under Contract Item 03400-5 CONCRETE ACCESS PAD AND RAMP.
- Y. Armor Stone, Bedding Stone, and Core Stone shall only be paid for within the revetment repair pay limits as shown on the Contract Drawings or as approved by the Engineer. No payment will be made for stone utilized for the Contractor’s access or convenience.
- Z. Geotextile filter fabric (if required) shall be considered incidental to the corresponding revetment and riprap repair items and no separate measurement or payment for filter fabric shall be made under this Section.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
02300-1N	REVETMENT SLOPE AND CAP REPAIR (SITE 1 - NEMO) (N12.1, N12.2, N13)	LINEAR FOOT
02300-1J	REVETMENT SLOPE AND CAP REPAIR (SITE 1 - JUNO) (J41, J42)	LINEAR FOOT
02300-2N	ARMOR STONE 5-10 TON SLOPE AND CAP (SITE 1 – NEMO) (N12.1, N12.2, N13)	TON
02300-2J	ARMOR STONE 5-10 TON SLOPE AND CAP (SITE 1 – JUNO) (J41, J42)	TON
02300-3N	ARMOR STONE 5-10 TON SLOPE AND CAP-HMP (SITE 1 – NEMO) (N12.1, N12.2, N13)	TON
02300-3J	ARMOR STONE 5-10 TON SLOPE AND CAP-HMP (SITE 1 – JUNO) (J41, J42)	TON
02300-4N	TOE REVETMENT RECONSTRUCTION (SITE 1 - NEMO) (N7, N8, N9, N10)	LINEAR FOOT
02300-4J	TOE REVETMENT RECONSTRUCTION (SITE 1 - JUNO) (J27.1, J34, J35, J36)	LINEAR FOOT

02300-5N	ARMOR STONE 5-10 TON TOE REVETMENT RECONSTRUCTION (SITE 1 – NEMO) (N7, N8, N9, N10)	TON
02300-5J	ARMOR STONE 5-10 TON TOE REVETMENT RECONSTRUCTION (SITE 1 – JUNO) (J27.1, J34, J35, J36)	TON
02300-6N	ARMOR STONE 5-10 TON TOE REVETMENT REPAIR (SITE 1 – NEMO) (N7, N8, N9, N10,)	TON
02300-6J	ARMOR STONE 5-10 TON TOE REVETMENT RECONSTRUCTION (SITE 1 – JUNO) (J27.1, J34, J35, J36)	TON
02300-7N	ARMOR STONE 5-10 TON TOE REVETMENT HMP (SITE 1 – NEMO) (N7, N8, N9, N10,)	TON
02300-7J	ARMOR STONE 5-10 TON TOE REVETMENT HMP (SITE 1 – JUNO) (J27.1, J34, J35, J36)	TON
02300-8N	CORE STONE 12"-18" TOE REVETMENT RECONSTRUCTION (SITE 1 – NEMO) (N7, N8, N9, N10)	TON
02300-8J	CORE STONE 12"-18" TOE REVETMENT RECONSTRUCTION (SITE 1 – JUNO) (J27.1, J34, J35, J36)	TON
02300-9N	CORE STONE 12"-18" TOE REVETMENT REPAIR (SITE 1 – NEMO) (N7, N8, N9, N10)	TON
02300-9J	CORE STONE 12"-18" TOE REVETMENT REPAIR (SITE 1 – JUNO) (J27.1, J34, J35, J36,)	TON
02300-10N	CORE STONE 12"-18" TOE REVETMENT HMP (SITE 1 – NEMO) (N7, N8, N9, N10)	TON
02300-10J	CORE STONE 12"-18" TOE REVETMENT HMP (SITE 1 – JUNO) (J27.1, J34, J35, J36,)	TON
02300-11N	RESHAPE UPPER RIP RAP SLOPE (SITE 1) (N6, N11.1, N11.2, N14)	LINEAR FOOT
02300-12J	TOE REVETMENT REPAIR (SITE 1 - JUNO) (J27.2)	LINEAR FOOT
02300-13J	ARMOR STONE 5-10 TON TOE REVETMENT REPAIR (SITE 1 – JUNO) (J27.2)	TON
02300-14J	ARMOR STONE 5-10 TON TOE REVETMENT HMP (SITE 1 – JUNO) (J27.2)	TON
02300-15 (SITE 2)	REVETMENT SLOPE AND TOE REPAIR (SITE 2)	LINEAR FOOT
02300-16 (SITE 2)	ARMOR STONE 8-10 TON (SITE 2)	TON
02300-17 (SITE 2)	CORE STONE 12"-18" (SITE 2)	TON
02300-18 (SITE 3)	REVETMENT SLOPE REPAIR (SITE 3)	LINEAR FOOT
02300-19 (SITE 3)	SEAWALL TOE REVETMENT REPAIR (SITE 3)	LINEAR FOOT
02300-20 (SITE 3)	ARMOR STONE 3-5 TON (SITE 3)	TON

REVETMENT/STONE CONSTRUCTION

02300-21 (SITE 3)	BEDDING STONE 8"-12" (SITE 3)	TON
02300-22ALT	CONCRETE STAIR REVETMENT REPAIR (SITE 1) (No. 5, 6, 8) (ADD-ALTERNATE 1)	LINEAR FOOT
02300-23ALT	ARMOR STONE 5-10 TON STAIR REVETMENT REPAIR (SITE 1) (No. 5, 6, 8) (ADD-ALTERNATE 1)	TON

END OF SECTION

SECTION 03300

MARINE CONCRETE

PART 1 - GENERAL

1.1 WORK INCLUDED

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

1.2 REFERENCES

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

1.3 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 02003 DEMOLITION AND REMOVAL
- 02200 EXCAVATION, BACKFILLING, AND COMPACTION
- 03400 CONCRETE REPAIR AND CONSTRUCTION
- 05000 MISCELLANEOUS METALS

1.4 SUBMITTALS AND SAMPLES

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

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

1.5 QUALITY ASSURANCE

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

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 TESTS

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

PART 2 - MATERIALS

2.1 CONCRETE MATERIALS

- A. Cementitious Material:
 - 1. Portland Cement. ASTM C150 Type II.
 - 2. Ground Granulated Blast-Furnace Slag, ASTM C989, Grade 120.
- B. Aggregate:
 - 1. Provide from one source of supply to ensure uniformity in color, size, and shape unless otherwise accepted by the Engineer.
 - 2. Do not use aggregates containing soluble salts or other substances such as iron sulphides, pyrite, marcasite or ochre, which can cause stains on exposed concrete surfaces.
- C. Fine Aggregate:

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

D. Coarse Aggregate:

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

E. Water: potable

2.2 ADMIXTURES

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

2.3 BONDING AGENT

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

2.4 CORROSION INHIBITOR

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

2.5 CONCRETE MIX

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

Cement	plus 20 lbs. per cubic yard
Fine Aggregate	plus 50 lbs. per cubic yard
Coarse Aggregate	minus 50 lbs. per cubic yard
- G. Should approved concrete mix provide excess air bubbles in vertical faces, Engineer may request mix redesign utilizing fly ash or other admixtures.

2.6 CONCRETE REINFORCEMENT

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

2.7 FORMWORK

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

2.8 MATERIALS FOR CURING CONCRETE

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

2.9 DOWELS

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

2.10 MORTAR, CEMENTITIOUS GROUT, EPOXY GROUT, EPOXY ADHESIVE

- A. Mortar (field-mixed) shall be composed of 1 Part Type II Portland Cement and 2 parts Sand (ASTM C33) by volume (MassDOT M4.02.15). Premixed mortar/concrete bags that are comprised of Type II or Type IS cement are acceptable.
- B. Repair Mortar (pre-blended) shall be SikaTop®-123 Plus system or approved equivalent.
- C. Cementitious grout shall be high-strength, non-shrink, non-metallic, cement-based grout conforming to ASTM C1107 and suitable for the saltwater/marine environment.
- D. Epoxy grout shall be Five Star DP Epoxy Grout or approved equivalent.
- E. Epoxy adhesive shall be a two-component system, suitable for the marine environment. Hilti HIT RE-500 or approved equivalent.

2.11 EPOXY RESIN FOR CRACK REPAIRS

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

2.12 EXPANSION JOINTS

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

2.13 ELASTOMERIC JOINT SEALANT

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 PLACING CONCRETE

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

3.3 FINISHES AND EXPOSED SURFACES

- A. All concrete shall be screeded to the established elevations, then steel troweled to the finish lines on the drawings with allowable tolerance not exceeding 1/8 inch in any direction where treated with a 10-foot long straightedge. Finishes shall be trowel, float, or broom as indicated on the Contract Drawings.
- B. Honeycombing on any exposed surface shall be patched with non-shrink grout to the approval of the Engineer.
- C. If the above requirements are not met, the Contractor shall, at its own expense, correct the conditions, as directed by the Engineer, using materials and methods approved by the Engineer.

3.4 PATCHING

- A. Patch imperfections as directed by the Engineer.

3.5 DEFECTIVE CONCRETE

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

3.6 FIELD QUALITY CONTROL

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

3.7 CURING AND PROTECTION

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

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

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

END OF SECTION

SECTION 03400

CONCRETE REPAIR AND CONSTRUCTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section includes all work and operations required for the repairs to the concrete structures, as shown of the Drawings. This work includes but is not limited to the following:
1. Demolition, removal, and disposal of existing deteriorated concrete structures.
 2. Preparation, forming and pouring concrete and other repair work for the various concrete structures.
 3. Seawall cap repairs.
 4. Seawall crack repairs.
 5. Concrete sidewalk repairs.
 6. Concrete access pad and ramp reconstruction.
 7. Seawall overlay repairs.
 8. Concrete pipe repairs.
 9. Protection of site features to remain.
 10. Restoration of sites to pre-construction conditions.

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02003 DEMOLITION AND REMOVAL
- 02200 EXCAVATION, BACKFILLING AND COMPACTION
- 02300 REVETMENT/STONE CONSTRUCTION
- 03300 MARINE CONCRETE
- 05000 MISCELLANEOUS METALS

1.3 SUBMITTALS AND SAMPLES

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

PART 2 - MATERIALS

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

PART 3 - EXECUTION

3.1 DEMOLITION AND REMOVALS

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

3.2 PREPARATION – CONCRETE REPAIRS

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

3.3 CONCRETE REPAIRS – GENERAL

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

or otherwise unsuitable shall be removed and new reinforcing, of equal size and type, shall be installed. The suitability of existing reinforcing steel for reuse in the repair work shall be determined by the Engineer.

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

3.4 SEAWALL CAP REPAIRS (SITE NO. 1)

- A. Remove existing seawall cap to a minimum depth of 2 feet from the top of the seawall or until sound concrete is encountered (if deeper) at the repair locations as indicated on the Drawings and as specified herein.
- B. Remove and restore the in-kind the existing metal pipe railings in accordance with Section 05500 MISCELLANEOUS METALS.
- C. Install reinforcing steel, dowels, and formwork to the lines and grades as shown on the Drawings, to restore the typical structure's geometry, and as specified in Section 03300 MARINE CONCRETE.

3.5 CONCRETE SEAWALL CRACK REPAIRS (SITE NO. 1)

- A. It is the intention of this work to provide repairs to existing cracks as located on the concrete seawall face (seaward side) and on the seawall cap, as shown on the Drawings or as directed by the Engineer.
- B. Prior to repairing cracks, existing concrete shall be cleaned and prepared in accordance with Section 03300 MARINE CONCRETE and other related Sections, in accordance the crack repair product manufacturer's recommendations, as indicated on the Drawings, and as directed by the Engineer.

- C. Concrete spalls and other concrete surface damage that coincides with cracks scheduled for repair shall also be repaired to restore the concrete surface surrounding the cracks to match the adjacent seawall as indicated on the Drawings or as directed by the Engineer.

3.6 CONCRETE SIDEWALK REPAIRS (SITE NO. 1)

- A. Sawcut and remove existing deteriorated concrete for the sidewalk repairs to minimum depth of 6 inches from the finished sidewalk surface, as shown on the Drawing, and as directed by the Engineer.
- B. Install new reinforcing steel, concrete, contraction joints, and expansion joints as shown on the Drawings and as specified in Section 03300 MARINE CONCRETE.

3.7 CONCRETE ACCESS RAMP AND STONE REVETMENT (SITE NO. 1)

- A. Demolish and remove existing deteriorated concrete access ramp including existing reinforcing to the limits indicated on the Contract Drawings, and as directed by the Engineer.
- B. Excavation, subgrade preparation, and backfilling shall be in accordance with Section 02200 EXCAVATION, BACKFILLING, AND COMPACTION.
- C. New concrete access ramp shall be installed over a minimum 12-inch-thick layer of crushed stone, over a layer of non-woven filter fabric, over suitable compacted granular subgrade in accordance with Section 02200 EXCAVATION, BACKFILLING, AND COMPACTION, and as shown on the Drawings.
- D. Concrete reinforcing steel and concrete shall be installed to the lines and grades as shown on the Drawings and as specified in Section 03300 MARINE CONCRETE.
- E. A broom finish shall be applied to the finished concrete surface.
- F. Install contraction joints as required, as indicated on the Contract Drawings, and as directed by the Engineer. If sawcut contraction joint methods are employed, the sawcutting shall be completed with 24 hours of the corresponding concrete placement.
- G. Stone revetment seaward of the concrete pad and ramp shall be removed and reconstructed as shown on the Drawings and as specified in Section 02300 REVETMENT/STONE CONSTRUCTION.
- H. Contractor shall not track equipment directly over new concrete ramp. Contractor shall protect the new concrete access pad and ramp from construction related disturbance or impacts.

3.8 REMOVE AND REPLACE CONCRETE ACCESS PAD AND IMPROVEMENTS (SITE NO. 1)

- A. Demolish and remove existing deteriorated concrete access pad including existing reinforcing to the limits indicated on the Contract Drawings, and as directed by the Engineer. Existing adjacent concrete and masonry walls and gate posts shall remain.
- B. Excavation, subgrade preparation, and backfilling shall be in accordance with Section 02200 EXCAVATION, BACKFILLING, AND COMPACTION.

- C. New concrete access pad shall be installed over a minimum 12-inch-thick layer of crushed stone, over a layer of non-woven filter fabric, over suitable compacted granular subgrade in accordance with Section 02200 EXCAVATION, BACKFILLING, AND COMPACTION, and as shown on the Drawings.
- D. Concrete reinforcing steel and concrete shall be installed to the lines and grades as shown on the Drawings and as specified in Section 03300 MARINE CONCRETE.
- E. A broom finish shall be applied to the finished concrete surface.
- F. Install contraction joints as required, as indicated on the Contract Drawings, and as directed by the Engineer. If sawcut contraction joint methods are employed, the sawcutting shall be completed with 24 hours of the corresponding concrete placement.
- G. Contractor shall not track equipment directly over new concrete access pad. Contractor shall protect the new concrete access pad and ramp from construction related disturbance or impacts.

3.9 SEAWALL OVERLAY REPAIR (SITE NO. 3)

- A. Demolish and remove the existing upper portion of seawall to a minimum depth of 5 feet from the top of the seawall or until a sound concrete surface is encountered (if deeper) at the proposed repair locations, as indicated on the Drawings, as specified herein, and as directed by the Engineer.
- B. The Contractor shall document existing conditions either potentially or necessarily disturbed to enable the proposed work including miscellaneous concrete walls, slabs, aprons, and remnant foundations, plantings, lawn, bituminous pavement, other surface treatments, and any other site features. The Contractor shall be responsible for the limited demolition, removal, and restoration of all existing features disturbed by the work and not otherwise identified for repair to match pre-construction existing conditions to the satisfaction of the Town, property owner, and Engineer.
- C. Concrete reinforcing steel and concrete shall be installed to the lines and grades as shown on the Drawings and as specified in Section 03300 MARINE CONCRETE.
- D. Excavation, subgrade preparation, backfilling, and restoration of grade shall be in accordance with Section 02200 Excavation, Backfilling, and Compaction.
- E. Seawall toe revetment shall be reconstructed as shown on the Drawings and as specified in Section 02300 REVETMENT/STONE CONSTRUCTION.

3.10 CONCRETE PIPE REPAIR (SITE NO. 3)

- A. The damaged outlet end of the existing concrete pipe shall be removed and replaced in-kind, as indicated on the Contract Drawings, and as indicated by the Engineer.
- B. Backfill the excavation around the pipe up to the revetment subgrade and reset revetment stone around the discharge end of the pipe as necessary to complete the pipe repair so that the end of the pipe penetrates the surface of the restored revetment slope.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. SEAWALL CAP REPAIR (SITE 1-NEMO) (N2, N3), and SEAWALL CAP REPAIR (SITE 1-JUNO) (J33, J37, J40), items 03400-1N and 03400-1J, shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- B. CONCRETE SEAWALL CRACK REPAIR (SITE 1-JUNO) (J28, J29, J31, J38), and CONCRETE SEAWALL CRACK REPAIR (SITE 1) (No. 1, 2, 3, 4, 7) (ADD-ALT NO. 1), items 03400-2J and, if awarded, 03400-6ALT (ADD-ALT NO. 1), shall be measured for payment for each crack repair location completed as described herein as shown on the Contract Drawings.
- C. CONCRETE SIDEWALK REPAIR (SITE 1-NEMO) (N5), item 03400-3N, shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- D. CONCRETE ACCESS RAMP AND STONE REVETMENT (SITE 1-NEMO) (N15), item 03400-4N, shall be measured for payment by the lump sum or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- E. REMOVE AND REPLACE CONCRETE ACCESS PAD AND IMPROVEMENTS (SITE 1-RILEY), item 03400-5R, shall be measured for payment by the lump sum or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- F. SEAWALL OVERLAY REPAIR (SITE 3), item 03400-6 (SITE 3), shall be measured for payment by the lineal foot or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.
- G. SEAWALL CRACK REPAIR (SITE 1) (No. 1, 2, 3, 4, 7), item 03400-6ALT, shall be measured for payment for each crack repair location completed as described herein as shown on the Contract Drawings.
- H. CONCRETE PIPE REPAIR (SITE 3), item 03400-7 (SITE 3), shall be measured for payment by the lump sum or percentage installed complete to the lines and grades as indicated on the Contract Drawings, as measured by the Engineer.

4.2 PAYMENT

- A. SEAWALL CAP REPAIR (SITE 1-NEMO) (N2, N3), and SEAWALL CAP REPAIR (SITE 1-JUNO) (J33, J37, J40), shall be paid for under Contract Items 03400-1N and 03400-1J for the contract unit price of per Lineal Foot. Payment shall include full compensation for preparation, excavation and backfill, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, corrosion inhibitor, expansion and contraction joints, concrete, mortar, grout, epoxy, finishing, protection and curing, railing removals and installations, and all labor, equipment, and incidental items necessary to complete the seawall cap repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals, and incidental or appurtenant work required to perform the seawall cap repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.

- B. CONCRETE SEAWALL CRACK REPAIR (SITE 1-JUNO) (J28, J29, J31, J38), and CONCRETE SEAWALL CRACK REPAIR (SITE 1) (No. 1, 2, 3, 4, 7) (ADD-ALT NO. 1), associated with the Contract shall be paid for under Contract Items 03400-2J and, if awarded, 03400-6ALT (ADD-ALT NO. 1) for the contract unit price of per Each. Payment shall include full compensation for preparation, excavation and backfill, demolition/removals/disposal, drilling, coring, sawcutting, routing, formwork, dowels, reinforcing, bonding agent, corrosion inhibitor, concrete, mortar, grout, epoxy, finishing, protection, curing, and all labor, equipment, and incidental items necessary to complete the seawall crack repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals and incidental or appurtenant work required to perform the seawall crack repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- C. CONCRETE SIDEWALK REPAIR (SITE 1-NEMO) (N5), shall be paid for under Contract Item 03400-3N for the contract unit per Lineal Foot. Payment shall include full compensation for preparation, excavation, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, corrosion inhibitor, expansion and contraction joints, backer rod, joint sealant, concrete, and all labor, equipment, and incidental items necessary to complete the concrete sidewalk repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals and incidental or appurtenant work required to perform the concrete sidewalk repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer
- D. CONCRETE ACCESS RAMP AND STONE REVETMENT (SITE 1-NEMO) (N15), shall be paid for under Contract Item 03400-4N, for the contract unit price of Lump Sum. Payment shall include full compensation for preparation, excavation and backfill, crushed stone, revetment and bedding stone, non-woven filter fabric, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, bond breaker, corrosion inhibitor, expansion and contraction joints, backer rod, joint sealant, concrete, mortar, grout, epoxy, finishing, protection and curing, railing removals and storage, and all labor, equipment, and incidental items necessary to complete the concrete access pad and ramp reconstruction, and the associated fronting revetment repair, including all materials, equipment, falsework, labor, survey, transportation, supervision, submittals and incidental or appurtenant work required to perform the concrete access pad and ramp reconstruction work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- E. REMOVE AND REPLACE CONCRETE ACCESS PAD AND IMPROVEMENTS (SITE 1-RILEY), shall be paid for under Contract Item 03400-5R, for the contract unit price of Lump Sum. Payment shall include full compensation for preparation, excavation and backfill, crushed stone, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, bond breaker, corrosion inhibitor, expansion and contraction joints, backer rod, joint sealant, concrete, mortar, grout, epoxy, pavement, finishing, protection and curing, railing removals and storage, and all labor, equipment, and incidental items necessary to complete the concrete access pad including all materials, equipment, falsework, labor, survey, transportation, supervision, submittals and incidental or appurtenant work required to perform the concrete access pad reconstruction work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- F. SEAWALL OVERLAY REPAIR (SITE 3), shall be paid for under Contract Item 03400-6 (SITE 3) for the contract unit price per Linear Foot. Payment shall include full compensation for preparation, excavation and backfill, crushed stone, dense-graded crushed stone, loam and seed, revetment and bedding stone, non-woven filter fabric, demolition/removals/disposal, drilling, coring, sawcutting, formwork, dowels, reinforcing, bonding agent, bond breaker, corrosion inhibitor, expansion and contraction joints, backer rod, joint sealant, concrete, mortar, grout, epoxy, finishing, protection and curing, backfilling,

restorations, and all labor, equipment and incidental items necessary to complete the seawall overlay repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restoration, submittals and incidental or appurtenant work required to perform the seawall overlay repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.

- G. SEAWALL CRACK REPAIR (SITE 1) (No. 1, 2, 3, 4, 7), item 03400-6ALT, shall be paid for under Contract Item 03400-6ALT, if chosen, for the contract unit price of Each. Payment shall include full compensation for preparation, excavation and backfill, demolition/removals/disposal, drilling, coring, sawcutting, routing, formwork, dowels, reinforcing, bonding agent, corrosion inhibitor, concrete, mortar, grout, epoxy, finishing, protection, curing, and all labor, equipment, and incidental items necessary to complete the seawall crack repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals and incidental or appurtenant work required to perform the seawall crack repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.
- H. CONCRETE PIPE REPAIR (SITE 3), shall be paid for under Contract Item 03400-7 (SITE 3), for the contract unit price per Lump Sum. Payment shall include full compensation for preparation, excavation and backfilling, demolition/removals/disposal, concrete, new pipe and joint materials and installation, restorations, and all labor, equipment and incidental items necessary to complete the concrete pipe repairs, including all materials, equipment, falsework, labor, survey, transportation, supervision, restorations, submittals and incidental or appurtenant work required to perform the concrete pipe repair work as indicated on the Contract Drawings, as specified herein, and as directed by the Engineer.

4.3 PAYMENT ITEMS

ITEM	DESCRIPTION	UNIT PRICE
03400-1N	SEAWALL CAP REPAIR (SITE 1 – NEMO) (N2, N3)	LINEAR FOOT
03400-1J	SEAWALL CAP REPAIR (SITE 1 – JUNO) (J30, J32, J33, J37, J40)	LINEAR FOOT
03400-2J	SEAWALL CRACK REPAIR (SITE 1 – JUNO) (J28, J29, J31, J38)	EACH
03400-6ALT	SEAWALL CRACK REPAIR (SITE 1) (NO. 1, 2, 3, 4, 7) (ADD-ALTERNATE NO. 1)	EACH
03400-3N	CONCRETE SIDEWALK REPAIR (SITE 1 – NEMO) (N5)	LINEAR FOOT
03400-4N	CONCRETE ACCESS RAMP AND STONE REVETMENT (SITE 1) (N15)	LUMP SUM
03400-5R	REMOVE AND REPLACE CONCRETE ACCESS PAD AND IMPROVEMENTS (SITE 1-RILEY) (R1)	LUMP SUM
03400-6	SEAWALL OVERLAY REPAIR (SITE 3)	LINEAR FOOT
03400-6ALT	SEAWALL CRACK REPAIR (SITE 1) (NO. 1, 2, 3, 4, 7)	EACH
03400-7	CONCRETE PIPE REPAIR (SITE 3)	LUMP SUM

END OF SECTION

SECTION 05000

MISCELLANEOUS METALS

PART 1 - GENERAL

1.1 WORK INCLUDED

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

1.2 RELATED SECTIONS

- 01000 GENERAL REQUIREMENTS
- 02002 MOBILIZATION AND DEMOBILIZATION
- 03300 MARINE CONCRETE
- 03400 CONCRETE REPAIR AND CONSTRUCTION

1.3 REFERENCES

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

1.4 SUBMITTALS

- A. The Contractor shall submit shop drawings for any steel fabrication, including reinforcing, fixing/splice plates, and bracing.

- B. The Contractor shall indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories.
- C. The Contractor shall indicate welded connections using standards AWS welding symbols. The Contractor shall indicate net weld lengths.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Sections: ASTM A36
- B. Steel Pipe: ASTM A53
- C. Bolts, Nuts, Washers, and Screws: ASTM A153, A307, A563. All machine bolts and lag screws to be hot-dipped galvanized.
- D. Welding Materials: AWS D1.1; type required for ferrous materials being welded.
- E. Stainless steel shall be Type 316.
- F. Galvanizing shall be by the hot dip method according to ASTM A123 and A153 as applicable.
- G. Cementitious and/or epoxy grout, and epoxy adhesive for railing posts shall be in accordance with Section 03300 MARINE CONCRETE.
- H. Guardrail shall be in accordance with MDOT M8.07.0 and AASHTO M180.

2.2 FABRICATION

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

- H. Where necessary to prevent corrosion between dissimilar metals, the metals shall be insulated from one another by approved methods and materials.

2.3 FINISH

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 INSTALLATION

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

3.3 SEAWALL RAILING (SITE NO. 1)

- A. The Contractor shall protect, remove and reset, or replace railing in sections in-kind as necessary to complete the proposed concrete seawall cap repairs as shown on the Contract Drawings. Fit sections accurately together.
- B. Work shall be erected square, plumb, and true, accurately fit, and with tight joints and intersections.
- C. Set railings accurately in location, alignment, and elevation, measured from established lines and levels. Do not cut or abrade surfaces of railing components.
- D. Railings shall be rigidly braced and secured to surrounding construction, and shall be tight and free of rattle, vibration, or noticeable deflection after installation.
- E. Drill and/or core post holes into the concrete seawall to the required depths and sizes as shown on the Contract Drawings. Apply a cementitious grout, Five Star DP Epoxy Grout, or approved equivalent, to the post holes in accordance with the manufacturer's instructions and recommendations.

- F. After installation, the Contractor shall touch-up field welds, scratched or damaged surfaces in accordance with manufacturer's recommendations.

3.4 METAL GUARDRAIL (SITE NO. 3)

- A. The Contractor shall protect, remove and reset, or replace in-kind the existing metal guardrail along Seaside Road (Site 3) as necessary to perform proposed repair work.
- B. Guardrail shall be installed in accordance with MDOT standard specifications.
- C. Damaged guardrail members and components shall be replaced with new items in accordance with MDOT Spec. M8.07.0.
- D. Each end of the guardrail shall be fitted with a terminal section in accordance with MDOT Spec. M8.07.1.

3.5 DEFECTIVE WORK

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

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

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

END OF SECTION

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 Scituate
Contract Number: 25-FS-02 **City/Town:** SCITUATE
Description of Work: Concrete seawall repairs and revetment repairs

Job Location: Glades Rd, Surfside Rd and Seaside Road

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

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>	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	01/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$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>	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$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>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

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) <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
	08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
	02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
	08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
	02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Quincy

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.90	\$11.49	\$23.59	\$0.00	\$67.98
2	60	\$39.48	\$11.49	\$23.59	\$0.00	\$74.56
3	70	\$46.06	\$11.49	\$23.59	\$0.00	\$81.14
4	80	\$52.64	\$11.49	\$23.59	\$0.00	\$87.72
5	90	\$59.22	\$11.49	\$23.59	\$0.00	\$94.30

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.98	\$11.49	\$23.59	\$0.00	\$69.06
2	60	\$40.77	\$11.49	\$23.59	\$0.00	\$75.85
3	70	\$47.57	\$11.49	\$23.59	\$0.00	\$82.65
4	80	\$54.36	\$11.49	\$23.59	\$0.00	\$89.44
5	90	\$61.16	\$11.49	\$23.59	\$0.00	\$96.24

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
<i>CARPENTERS-ZONE 3 (Wood Frame)</i>	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

All Aspects of New Wood Frame Work

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2024	\$49.19	\$13.35	\$24.21	\$1.80	\$88.55
<i>BRICKLAYERS LOCAL 3 (QUINCY)</i>						

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Quincy)

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.60	\$13.35	\$16.43	\$0.00	\$54.38
2	60	\$29.51	\$13.35	\$19.21	\$1.80	\$63.87
3	65	\$31.97	\$13.35	\$20.21	\$1.80	\$67.33
4	70	\$34.43	\$13.35	\$21.21	\$1.80	\$70.79
5	75	\$36.89	\$13.35	\$22.21	\$1.80	\$74.25
6	80	\$39.35	\$13.35	\$23.21	\$1.80	\$77.71
7	90	\$44.27	\$13.35	\$24.21	\$1.80	\$83.63

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$58.18	\$15.55	\$16.50	\$0.00	\$90.23
	06/01/2025	\$59.51	\$15.55	\$16.50	\$0.00	\$91.56
	12/01/2025	\$60.98	\$15.55	\$16.50	\$0.00	\$93.03
	06/01/2026	\$62.31	\$15.55	\$16.50	\$0.00	\$94.36
	12/01/2026	\$63.79	\$15.55	\$16.50	\$0.00	\$95.84

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$78.11	\$10.08	\$21.66	\$0.00	\$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
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>	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

Apprentice - *ELECTRICIAN - Local 223*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.01	\$12.00	\$0.60	\$0.00	\$32.61
2	45	\$22.51	\$12.00	\$0.68	\$0.00	\$35.19
3	50	\$25.01	\$12.00	\$0.75	\$0.00	\$37.76
4	55	\$27.51	\$12.00	\$0.89	\$0.00	\$40.40
5	60	\$30.01	\$12.00	\$0.95	\$0.00	\$42.96
6	65	\$32.51	\$12.00	\$0.97	\$0.00	\$45.48
7	70	\$35.01	\$12.00	\$1.03	\$0.00	\$48.04
8	75	\$37.52	\$12.00	\$1.09	\$0.00	\$50.61

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.90	\$12.25	\$0.63	\$0.00	\$33.78
2	45	\$23.51	\$12.25	\$0.71	\$0.00	\$36.47
3	50	\$26.13	\$12.25	\$0.78	\$0.00	\$39.16
4	55	\$28.74	\$12.25	\$0.91	\$0.00	\$41.90
5	60	\$31.35	\$12.25	\$0.97	\$0.00	\$44.57
6	65	\$33.96	\$12.25	\$1.03	\$0.00	\$47.24
7	70	\$36.58	\$12.25	\$1.09	\$0.00	\$49.92
8	75	\$39.19	\$12.25	\$1.15	\$0.00	\$52.59

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	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 <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$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>	11/01/2024	\$51.78	\$15.30	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.22	\$15.30	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.51	\$15.30	\$16.40	\$0.00	\$86.21
	05/01/2026	\$55.95	\$15.30	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.24	\$15.30	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.67	\$15.30	\$16.40	\$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>	11/01/2024	\$53.37	\$15.30	\$16.40	\$0.00	\$85.07
	05/01/2025	\$54.82	\$15.30	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.12	\$15.30	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.57	\$15.30	\$16.40	\$0.00	\$89.27
	11/01/2026	\$58.87	\$15.30	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.32	\$15.30	\$16.40	\$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>	11/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.22	\$15.30	\$16.40	\$0.00	\$57.92
	11/01/2025	\$26.98	\$15.30	\$16.40	\$0.00	\$58.68
	05/01/2026	\$27.83	\$15.30	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.59	\$15.30	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.44	\$15.30	\$16.40	\$0.00	\$61.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE	09/01/2024	\$42.52	\$12.00	\$15.30	\$0.00	\$69.82
LOCAL 223 / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2025	\$44.41	\$12.25	\$16.09	\$0.00	\$72.75
	09/01/2026	\$46.51	\$12.50	\$16.93	\$0.00	\$75.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	12/01/2024	\$45.96	\$15.55	\$16.50	\$0.00	\$78.01
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$47.02	\$15.55	\$16.50	\$0.00	\$79.07
	12/01/2025	\$48.19	\$15.55	\$16.50	\$0.00	\$80.24
	06/01/2026	\$49.25	\$15.55	\$16.50	\$0.00	\$81.30
	12/01/2026	\$50.43	\$15.55	\$16.50	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	12/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	06/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
	12/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER	09/01/2024	\$56.23	\$8.83	\$20.27	\$0.00	\$85.33
FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
2	45	\$25.30	\$8.83	\$1.76	\$0.00	\$35.89
3	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
4	55	\$30.93	\$8.83	\$3.52	\$0.00	\$43.28
5	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
6	70	\$39.36	\$8.83	\$16.75	\$0.00	\$64.94
7	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32
8	80	\$44.98	\$8.83	\$18.51	\$0.00	\$72.32

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
2	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
3	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
4	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
5	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
6	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
7	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52
8	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.37	\$0.00	\$0.00	\$0.00	\$31.37
2	60	\$34.22	\$15.55	\$16.50	\$0.00	\$66.27
3	65	\$37.07	\$15.55	\$16.50	\$0.00	\$69.12
4	70	\$39.92	\$15.55	\$16.50	\$0.00	\$71.97
5	75	\$42.77	\$15.55	\$16.50	\$0.00	\$74.82
6	80	\$45.62	\$15.55	\$16.50	\$0.00	\$77.67
7	85	\$48.48	\$15.55	\$16.50	\$0.00	\$80.53
8	90	\$51.33	\$15.55	\$16.50	\$0.00	\$83.38

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$32.08	\$0.00	\$0.00	\$0.00	\$32.08
2	60	\$35.00	\$15.55	\$16.50	\$0.00	\$67.05
3	65	\$37.91	\$15.55	\$16.50	\$0.00	\$69.96
4	70	\$40.83	\$15.55	\$16.50	\$0.00	\$72.88
5	75	\$43.75	\$15.55	\$16.50	\$0.00	\$75.80
6	80	\$46.66	\$15.55	\$16.50	\$0.00	\$78.71
7	85	\$49.58	\$15.55	\$16.50	\$0.00	\$81.63
8	90	\$52.50	\$15.55	\$16.50	\$0.00	\$84.55

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2024	\$50.02	\$12.00	\$17.72	\$0.00	\$79.74
	09/01/2025	\$52.25	\$12.25	\$18.61	\$0.00	\$83.11
	09/01/2026	\$54.72	\$12.50	\$19.56	\$0.00	\$86.78

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

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

HVAC MECHANIC PIPEFITTERS LOCAL 537	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71

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

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.46	\$14.75	\$14.32	\$0.00	\$57.53
2	60	\$34.15	\$14.75	\$15.37	\$0.00	\$64.27
3	70	\$39.84	\$14.75	\$16.43	\$0.00	\$71.02
4	80	\$45.54	\$14.75	\$17.49	\$0.00	\$77.78

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.17	\$14.75	\$14.32	\$0.00	\$59.24
2	60	\$36.20	\$14.75	\$15.37	\$0.00	\$66.32
3	70	\$42.24	\$14.75	\$16.43	\$0.00	\$73.42
4	80	\$48.27	\$14.75	\$17.49	\$0.00	\$80.51

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.38	\$8.35	\$26.70	\$0.00	\$67.43
2	70	\$37.78	\$8.35	\$26.70	\$0.00	\$72.83
3	75	\$40.48	\$8.35	\$26.70	\$0.00	\$75.53
4	80	\$43.18	\$8.35	\$26.70	\$0.00	\$78.23
5	85	\$45.87	\$8.35	\$26.70	\$0.00	\$80.92
6	90	\$48.57	\$8.35	\$26.70	\$0.00	\$83.62

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.70	\$0.00	\$51.27
2	70	\$27.90	\$9.65	\$17.70	\$0.00	\$55.25
3	80	\$31.89	\$9.65	\$17.70	\$0.00	\$59.24
4	90	\$35.87	\$9.65	\$17.70	\$0.00	\$63.22

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.70	\$0.00	\$52.10
2	70	\$28.88	\$9.65	\$17.70	\$0.00	\$56.23
3	80	\$33.00	\$9.65	\$17.70	\$0.00	\$60.35
4	90	\$37.13	\$9.65	\$17.70	\$0.00	\$64.48

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.80	\$0.00	\$51.37
2	70	\$27.90	\$9.65	\$17.80	\$0.00	\$55.35
3	80	\$31.89	\$9.65	\$17.80	\$0.00	\$59.34
4	90	\$35.87	\$9.65	\$17.80	\$0.00	\$63.32

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.75	\$9.65	\$17.80	\$0.00	\$52.20
2	70	\$28.88	\$9.65	\$17.80	\$0.00	\$56.33
3	80	\$33.00	\$9.65	\$17.80	\$0.00	\$60.45
4	90	\$37.13	\$9.65	\$17.80	\$0.00	\$64.58

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/02/2024	\$39.95	\$9.65	\$17.76	\$0.00	\$67.36
	06/02/2025	\$41.34	\$9.65	\$17.76	\$0.00	\$68.75
	12/01/2025	\$42.72	\$9.65	\$17.76	\$0.00	\$70.13
	06/01/2026	\$44.16	\$9.65	\$17.76	\$0.00	\$71.57
	12/07/2026	\$45.60	\$9.65	\$17.76	\$0.00	\$73.01
	06/07/2027	\$47.05	\$9.65	\$17.76	\$0.00	\$74.46
	12/06/2027	\$48.50	\$9.65	\$17.76	\$0.00	\$75.91
	06/05/2028	\$50.00	\$9.65	\$17.76	\$0.00	\$77.41
	12/04/2028	\$51.50	\$9.65	\$17.76	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2024	\$39.86	\$9.65	\$17.70	\$0.00	\$67.21
	06/01/2025	\$41.25	\$9.65	\$17.70	\$0.00	\$68.60
	12/01/2025	\$42.63	\$9.65	\$17.70	\$0.00	\$69.98
	06/01/2026	\$44.07	\$9.65	\$17.70	\$0.00	\$71.42
	12/01/2026	\$45.51	\$9.65	\$17.70	\$0.00	\$72.86
	06/01/2027	\$46.96	\$9.65	\$17.70	\$0.00	\$74.31
	12/01/2027	\$48.41	\$9.65	\$17.70	\$0.00	\$75.76
	06/01/2028	\$49.91	\$9.65	\$17.70	\$0.00	\$77.26
	12/01/2028	\$51.41	\$9.65	\$17.70	\$0.00	\$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$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 - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60	\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70	\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80	\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90	\$45.32	\$11.49	\$21.62	\$0.00	\$78.43

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.04	\$11.49	\$21.62	\$0.00	\$59.15
2	60	\$31.25	\$11.49	\$21.62	\$0.00	\$64.36
3	70	\$36.46	\$11.49	\$21.62	\$0.00	\$69.57
4	80	\$41.66	\$11.49	\$21.62	\$0.00	\$74.77
5	90	\$46.87	\$11.49	\$21.62	\$0.00	\$79.98

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$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 - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.99	\$11.49	\$23.56	\$0.00	\$69.04
2	60	\$40.78	\$11.49	\$23.56	\$0.00	\$75.83
3	70	\$47.58	\$11.49	\$23.56	\$0.00	\$82.63
4	80	\$54.38	\$11.49	\$23.56	\$0.00	\$89.43
5	90	\$61.17	\$11.49	\$23.56	\$0.00	\$96.22

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	01/06/2025	\$45.09	\$10.08	\$21.47	\$0.00	\$76.64
<i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/05/2026	\$47.42	\$10.08	\$21.47	\$0.00	\$78.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.80	\$10.08	\$5.50	\$0.00	\$40.38
2	65	\$29.31	\$10.08	\$6.50	\$0.00	\$45.89
3	75	\$33.82	\$10.08	\$18.97	\$0.00	\$62.87
4	85	\$38.33	\$10.08	\$19.97	\$0.00	\$68.38

Effective Date - 01/05/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.08	\$10.08	\$5.50	\$0.00	\$41.66
2	65	\$30.82	\$10.08	\$6.50	\$0.00	\$47.40
3	75	\$35.57	\$10.08	\$18.97	\$0.00	\$64.62
4	85	\$40.31	\$10.08	\$19.97	\$0.00	\$70.36

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 <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

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

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.68	\$9.95	\$0.00	\$0.00	\$34.63
2	55	\$27.15	\$9.95	\$6.66	\$0.00	\$43.76
3	60	\$29.62	\$9.95	\$7.26	\$0.00	\$46.83
4	65	\$32.08	\$9.95	\$7.87	\$0.00	\$49.90
5	70	\$34.55	\$9.95	\$20.32	\$0.00	\$64.82
6	75	\$37.02	\$9.95	\$20.93	\$0.00	\$67.90
7	80	\$39.49	\$9.95	\$21.53	\$0.00	\$70.97
8	90	\$44.42	\$9.95	\$22.74	\$0.00	\$77.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter (Spray or Sandblast, Repaint) <i>Painters Local 35 - Zone 2</i>	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

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

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter / Taper (Brush, New) * <i>Painters Local 35 - Zone 2</i>	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter / Taper (Brush, Repaint) <i>Painters Local 35 - Zone 2</i>	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

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

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
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PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.11	\$10.08	\$2.53	\$0.00	\$37.72
2	55	\$30.68	\$10.08	\$5.07	\$0.00	\$45.83
3	70	\$39.05	\$10.08	\$19.22	\$0.00	\$68.35
4	80	\$44.63	\$10.08	\$21.76	\$0.00	\$76.47

Notes:
 % Indentured BEFORE 8/1/20; 50/60/70/75/80/80/90/90
 Apprenticeship to Journeyworker Ratio: 1:5

PIPEFITTER & STEAMFITTER	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
PIPEFITTERS LOCAL 537	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.83	\$12.70	\$9.05	\$0.00	\$48.58
2	45	\$30.19	\$12.70	\$21.80	\$0.00	\$64.69
3	60	\$40.25	\$12.70	\$21.80	\$0.00	\$74.75
4	70	\$46.96	\$12.70	\$21.80	\$0.00	\$81.46
5	80	\$53.66	\$12.70	\$21.80	\$0.00	\$88.16

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$27.55	\$12.70	\$9.05	\$0.00	\$49.30
2	45	\$31.00	\$12.70	\$21.80	\$0.00	\$65.50
3	60	\$41.33	\$12.70	\$21.80	\$0.00	\$75.83
4	70	\$48.22	\$12.70	\$21.80	\$0.00	\$82.72
5	80	\$55.10	\$12.70	\$21.80	\$0.00	\$89.60

Notes:
 ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
 Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)
 Apprenticeship to Journeyworker Ratio:**

PIPELAYER	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
LABORERS - ZONE 2	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2024	\$69.04	\$14.32	\$19.61	\$0.00	\$102.97
	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.16	\$14.32	\$7.06	\$0.00	\$45.54
2	40	\$27.62	\$14.32	\$8.02	\$0.00	\$49.96
3	55	\$37.97	\$14.32	\$10.93	\$0.00	\$63.22
4	65	\$44.88	\$14.32	\$12.86	\$0.00	\$72.06
5	75	\$51.78	\$14.32	\$14.79	\$0.00	\$80.89

Effective Date - 03/02/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$14.32	\$7.06	\$0.00	\$46.17
2	40	\$28.34	\$14.32	\$8.02	\$0.00	\$50.68
3	55	\$38.96	\$14.32	\$10.93	\$0.00	\$64.21
4	65	\$46.05	\$14.32	\$12.86	\$0.00	\$73.23
5	75	\$53.13	\$14.32	\$14.79	\$0.00	\$82.24

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$76.49 tot.rate, Step5 with lic. \$85.32 tot. rate

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	09/01/2024	\$67.08	\$12.70	\$21.80	\$0.00	\$101.58
	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51

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>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.86	\$9.65	\$17.70	\$0.00	\$68.21
	06/01/2025	\$42.25	\$9.65	\$17.70	\$0.00	\$69.60
	12/01/2025	\$43.63	\$9.65	\$17.70	\$0.00	\$70.98
	06/01/2026	\$45.07	\$9.65	\$17.70	\$0.00	\$72.42
	12/01/2026	\$46.51	\$9.65	\$17.70	\$0.00	\$73.86
	06/01/2027	\$47.96	\$9.65	\$17.70	\$0.00	\$75.31
	12/01/2027	\$49.41	\$9.65	\$17.70	\$0.00	\$76.76
	06/01/2028	\$50.91	\$9.65	\$17.70	\$0.00	\$78.26
	12/01/2028	\$52.41	\$9.65	\$17.70	\$0.00	\$79.76
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.86	\$9.40	\$17.55	\$0.00	\$67.81
	06/01/2025	\$42.25	\$9.40	\$17.55	\$0.00	\$69.20
	12/01/2025	\$43.63	\$9.40	\$17.55	\$0.00	\$70.58
	06/01/2026	\$45.07	\$9.40	\$17.55	\$0.00	\$72.02
	12/01/2026	\$46.51	\$9.40	\$17.55	\$0.00	\$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$17.70	\$0.00	\$67.46
	06/01/2025	\$41.50	\$9.65	\$17.70	\$0.00	\$68.85
	12/01/2025	\$42.88	\$9.65	\$17.70	\$0.00	\$70.23
	06/01/2026	\$44.32	\$9.65	\$17.70	\$0.00	\$71.67
	12/01/2026	\$45.76	\$9.65	\$17.70	\$0.00	\$73.11
	06/01/2027	\$47.21	\$9.65	\$17.70	\$0.00	\$74.56
	12/01/2027	\$48.66	\$9.65	\$17.70	\$0.00	\$76.01
	06/01/2028	\$50.16	\$9.65	\$17.70	\$0.00	\$77.51
	12/01/2028	\$51.66	\$9.65	\$17.70	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) ROOFERS LOCAL 33	02/01/2025	\$52.03	\$13.28	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.53	\$13.28	\$21.70	\$0.00	\$88.51
	02/01/2026	\$54.78	\$13.28	\$21.70	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.02	\$13.28	\$15.55	\$0.00	\$54.85
2	60	\$31.22	\$13.28	\$21.70	\$0.00	\$66.20
3	65	\$33.82	\$13.28	\$21.70	\$0.00	\$68.80
4	75	\$39.02	\$13.28	\$21.70	\$0.00	\$74.00
5	85	\$44.23	\$13.28	\$21.70	\$0.00	\$79.21

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.77	\$13.28	\$15.55	\$0.00	\$55.60
2	60	\$32.12	\$13.28	\$21.70	\$0.00	\$67.10
3	65	\$34.79	\$13.28	\$21.70	\$0.00	\$69.77
4	75	\$40.15	\$13.28	\$21.70	\$0.00	\$75.13
5	85	\$45.50	\$13.28	\$21.70	\$0.00	\$80.48

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 ROOFERS LOCAL 33	02/01/2025	\$52.28	\$13.28	\$21.70	\$0.00	\$87.26
	08/01/2025	\$53.78	\$13.28	\$21.70	\$0.00	\$88.76
	02/01/2026	\$55.03	\$13.28	\$21.70	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
2	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
3	47	\$28.05	\$14.75	\$12.11	\$1.62	\$56.53
4	47	\$28.05	\$14.75	\$12.11	\$1.62	\$56.53
5	52	\$31.04	\$14.75	\$13.09	\$1.74	\$60.62
6	52	\$31.04	\$14.75	\$13.34	\$1.75	\$60.88
7	60	\$35.81	\$14.75	\$14.75	\$1.93	\$67.24
8	65	\$38.80	\$14.75	\$15.73	\$2.04	\$71.32
9	75	\$44.77	\$14.75	\$17.69	\$2.28	\$79.49
10	85	\$50.74	\$14.75	\$19.15	\$2.49	\$87.13

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.85	\$14.75	\$6.13	\$0.00	\$46.73
2	42	\$25.85	\$14.75	\$6.13	\$0.00	\$46.73
3	47	\$28.92	\$14.75	\$12.11	\$1.62	\$57.40
4	47	\$28.92	\$14.75	\$12.11	\$1.62	\$57.40
5	52	\$32.00	\$14.75	\$13.09	\$1.74	\$61.58
6	52	\$32.00	\$14.75	\$13.34	\$1.75	\$61.84
7	60	\$36.92	\$14.75	\$14.75	\$1.93	\$68.35
8	65	\$40.00	\$14.75	\$15.73	\$2.04	\$72.52
9	75	\$46.16	\$14.75	\$17.69	\$2.28	\$80.88
10	85	\$52.31	\$14.75	\$19.15	\$2.49	\$88.70

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	10/01/2024	\$70.34	\$11.51	\$23.80	\$0.00	\$105.65
	03/01/2025	\$72.14	\$11.51	\$23.80	\$0.00	\$107.45

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.62	\$11.51	\$13.07	\$0.00	\$49.20
2	40	\$28.14	\$11.51	\$13.90	\$0.00	\$53.55
3	45	\$31.65	\$11.51	\$14.73	\$0.00	\$57.89
4	50	\$35.17	\$11.51	\$15.55	\$0.00	\$62.23
5	55	\$38.69	\$11.51	\$16.37	\$0.00	\$66.57
6	60	\$42.20	\$11.51	\$17.20	\$0.00	\$70.91
7	65	\$45.72	\$11.51	\$18.03	\$0.00	\$75.26
8	70	\$49.24	\$11.51	\$18.85	\$0.00	\$79.60
9	75	\$52.76	\$11.51	\$19.67	\$0.00	\$83.94
10	80	\$56.27	\$11.51	\$20.50	\$0.00	\$88.28

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$25.25	\$11.51	\$13.07	\$0.00	\$49.83
2	40	\$28.86	\$11.51	\$13.90	\$0.00	\$54.27
3	45	\$32.46	\$11.51	\$14.73	\$0.00	\$58.70
4	50	\$36.07	\$11.51	\$15.55	\$0.00	\$63.13
5	55	\$39.68	\$11.51	\$16.37	\$0.00	\$67.56
6	60	\$43.28	\$11.51	\$17.20	\$0.00	\$71.99
7	65	\$46.89	\$11.51	\$18.03	\$0.00	\$76.43
8	70	\$50.50	\$11.51	\$18.85	\$0.00	\$80.86
9	75	\$54.11	\$11.51	\$19.67	\$0.00	\$85.29
10	80	\$57.71	\$11.51	\$20.50	\$0.00	\$89.72

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97
	09/01/2025	\$42.52	\$12.00	\$15.30	\$0.00	\$69.82
	09/01/2026	\$44.41	\$12.25	\$16.09	\$0.00	\$72.75
	09/01/2027	\$46.51	\$12.50	\$16.93	\$0.00	\$75.94

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2024

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>	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.45	\$11.49	\$23.59	\$0.00	\$68.53
2	60	\$40.13	\$11.49	\$23.59	\$0.00	\$75.21
3	70	\$46.82	\$11.49	\$23.59	\$0.00	\$81.90
4	80	\$53.51	\$11.49	\$23.59	\$0.00	\$88.59
5	90	\$60.20	\$11.49	\$23.59	\$0.00	\$95.28

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87

For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2024	\$40.61	\$9.65	\$17.70	\$0.00	\$67.96
	06/01/2025	\$42.00	\$9.65	\$17.70	\$0.00	\$69.35
	12/01/2025	\$43.38	\$9.65	\$17.70	\$0.00	\$70.73
	06/01/2026	\$44.82	\$9.65	\$17.70	\$0.00	\$72.17
	12/01/2026	\$46.26	\$9.65	\$17.70	\$0.00	\$73.61
	06/01/2027	\$47.71	\$9.65	\$17.70	\$0.00	\$75.06
	12/01/2027	\$49.16	\$9.65	\$17.70	\$0.00	\$76.51
	06/01/2028	\$50.66	\$9.65	\$17.70	\$0.00	\$78.01
	12/01/2028	\$52.16	\$9.65	\$17.70	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2024	\$69.04	\$14.32	\$19.61	\$0.00	\$102.97
	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentices Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.

ATTACHMENT B – REGULATORY PERMIT DOCUMENTS



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
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Boston, MA 02114

Maura T. Healey
GOVERNOR

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LIEUTENANT GOVERNOR

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February 10, 2023

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

PROJECT NAME : North Scituate Beach Revetment
PROJECT MUNICIPALITY : Scituate
PROJECT WATERSHED : South Coastal
EEA NUMBER : 16650
PROJECT PROPONENT : Town of Scituate
DATE NOTICED IN MONITOR : January 11, 2023

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

Project Description

As described in the Environmental Notification Form (ENF), the Town of Scituate (the Proponent) is proposing to repair and reconstruct approximately 1,890 linear feet (lf) of the North Scituate Beach granite stone revetment, conduct limited repairs to the damaged seawall located behind the stone revetment, and replace an existing concrete access ramp. The revetment has been repeatedly damaged by several significant coastal storms over the past decade including Sandy, Nemo, Juno, and Riley. This project is proposed to provide a more resilient shoreline able to buffer storm waves and surge to protect the landward roadways, utilities, and other public and private property. It is anticipated to receive disaster relief funding from the Federal Emergency Management Agency (FEMA).

As described in the ENF, the project site has been divided into three sections (Site 1A, Site 1B, and Site 1C). The extent of work associated with each section of the reconstruction or repair varies along the length of the revetment and is based on the existing extent of damage.

The proposed work at Site 1A consists of repairing approximately 58 lf of the existing stone toe revetment. This work will include limited removal and resetting of existing revetment stone and installation of supplemental (off-site) stone.

The proposed work at Site 1B consists of the demolition, removal, and in-kind reconstruction of a reinforced concrete pad and access ramp with the addition of scour protection; the in-kind reconstruction of the stone revetment fronting the pad/ramp; repairs to the seawall cap at eight locations through the addition of cast-in-place reinforced concrete; repairs to the seawall at nine locations through the installation of epoxy and cementitious grout fill; repairing approximately 1,008 lf of the existing stone toe revetment and 518 lf of full slope stone revetment through the limited removal and resetting of existing revetment stone and installation of supplemental (off-site) stone; in-kind replacement of 1,408 lf of the existing, displaced upper rip rap stones and reshaping of the existing upper rip rap slope; and repairing 25 lf of the existing, damaged concrete walkway.

The proposed work at Site 1C consists of repairing approximately 125 lf of the existing, damaged stone revetment. The anticipated width of permanent repair work for the stone toe revetment is expected to vary from approximately four to twenty-eight feet (ft), based on existing conditions. This work will include limited removal and resetting of existing revetment stone and installation of supplemental (off-site) stone. Additionally, this work will also include limited and temporary disturbance of the existing grade immediately landward of the revetment as necessary to perform the repair work; existing grade and surface treatments disturbed by this work will be restored in-kind to match the pre-construction condition.

The ENF states that existing materials will be recovered and reused in the revetment reconstruction to the extent practicable, but supplemental stone will be required for the proposed in-kind replacement. Mitigation of present and future coastal hazards will be provided at all sites through the addition of supplemental revetment stone that is typically larger or favoring the larger end of the range of the existing stone sizes.

Project Site

As noted above, the project site consists of three sections of the seawall and revetment along North Scituate Beach. Site 1A consists of an approximately 58 lf of concrete seawall with wave return, fronted by a stone toe revetment located at 62 Glades Road. A paved, Town-owned ramp from Glades Road to the beach through an approximately 13 ft wide opening in the seawall is located between the properties of 62 and 66 Glades Road. Site 1B begins at the Glades Road concrete beach access structure and extends southward to the Gannett Road concrete beach access structure and consists of approximately 1,185 lf of noncontiguous concrete seawall fronted by a stone toe revetment, 518 lf of full slope stone revetment, 1,408 lf of upper rip rap slope extending in segments from the top of the seawall to the edge of the roadway, and four beach access stair structures; a concrete walkway is located immediately landward and at the top of the concrete seawalls. Site 1C consists of an approximately 125 ft stone revetment fronting a residential property located at 7 Surfside Road.

The ENF indicates that additional work is occurring at two other sites (Site 2 and Site 3), which are located 91 Surfside Road and along Seaside Road, respectively. MEPA regulations include provisions (301 CMR 11.01 (2)(c)) to ensure that a project is not phased or segmented to evade, defer or curtail MEPA review. In determining whether a project is subject to MEPA jurisdiction or meets or exceeds any review thresholds, the Secretary must consider the entirety of the project, including any likely future expansion, and not separate phases or segments thereof. According to the ENF, the two other sites at which work is occurring should be considered severable from the work proposed in the ENF as the seawall and revetment proposed for repair here do not connect continuously along the coastline through all three sites; in fact, Sites 2 and 3 are located approximately 0.5 miles and 1.3 miles, respectively, from Site 1C and approximate 0.8 miles from each other. The proposed work at each site is limited to repair activities needed at each site, and is not part of a common master plan by the Town. The ENF notes that the proposed work at Sites 2 and 3 do not separately meet/exceed any MEPA thresholds or require an Agency Action that would confer MEPA jurisdiction.¹

State and local wetland resource areas located within the project area include Coastal Beach, Coastal Bank, and Land Subject to Coastal Storm Flowage (LSCSF). According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) (Panel No. 25023C0107K, effective November 4, 2016), the entire project site is located within the VE Zone with Base Flood Elevations (BFE) varying between 16.0 ft and 21.0 ft NAVD88.

According to Massachusetts Natural Heritage and Endangered Species Program (NHESP) Atlas (15th Edition), the site is not located within Estimated or Priority Habitats of Rare Species. There are no Outstanding Resource Waters (ORWs), or Areas of Critical Environmental Concern (ACECs) located on or adjacent to the project site. As shown in the EEA EJ Mapper, the project site is not located within one mile of any Environmental Justice (EJ) Populations.²

Environmental Impacts and Mitigation

Potential environmental impacts associated with the project include permanent and temporary impacts to wetland resource areas including 35,422 square feet (sf) of temporary impacts to Coastal Beach, 1,890 lf of permanent impacts to Coastal Bank (associated with the in-kind repairs to the seawall and revetment), and 52,497 sf of impacts to Land Subject to Coastal Storm Flowage (1,680 sf temporary, 50,817sf permanent).

Measures to avoid, minimize, and mitigate environmental impacts include implementation of sedimentation and erosion control measures and best management practices (BMPs); conducting work at low tide to reduce impact to water quality and marine life; limiting the area of construction access and temporary stockpiling seaward of the revetment; and the addition of supplemental stone to increase the resiliency of the revetment to current and future coastal storm events. Additionally, upon completion of the repair and reconstruction work, all disturbed areas will be restored to pre-construction conditions.

¹ See supplemental information letter dated January 24, 2023, provided via email from Alexander Karp (GZA) to Nicholas Moreno (MEPA).

² The EEA EJ Mapper is available at: <https://mass-coeea.maps.arcgis.com/apps/MapSeries/index.html?appid=535e4419dc0545be980545a0eeaf9b53>.

Jurisdiction and Permitting

This project is subject to MEPA review because it requires Agency Action and meets/exceeds the MEPA review thresholds at 301 CMR 11.03 (3)(b)(1)(a) for the alteration of coastal dune, barrier beach or coastal bank; 301 CMR 11.03 (3)(b)(1)(e) for New fill or structure or Expansion of existing fill or structure, except a pile-supported structure, in a velocity zone or regulatory floodway; and 301 CMR 11.03 (3)(b)(6) for the construction, reconstruction or Expansion of an existing solid fill structure of 1,000 or more sf base area or of a pile-supported or bottom-anchored structure of 2,000 or more sf base area, except a seasonal, pile-held or bottom-anchored float, provided the structure occupies flowed tidelands or other waterways.

The project requires a Water Quality Certification (WQC) pursuant to Section 401 of the Clean Water Act from the Massachusetts Department of Environmental Protection (MassDEP) and an Order of Conditions (OOC) from the Scituate Conservation Commission (or in the case of an appeal, a Superseding Order of Conditions from MassDEP). The project will also require a Pre-Construction Notification (PCN) to the U.S. Army Corps of Engineers (USACE) seeking authorization under the General Permits for Massachusetts in accordance with Section 404 of the Clean Water Act. Additionally, the project requires Federal Consistency Concurrence from the Massachusetts Office of Coastal Zone Management (CZM).

The project is not seeking Financial Assistance for project implementation.³ Therefore, MEPA jurisdiction for any future review would be limited to those aspects of the project that are within the subject matter of any required or potentially required Agency Actions and that may cause Damage to the Environment, as defined in the MEPA regulations.

Review of the ENF

The ENF included a project description, alternatives analysis, existing and proposed conditions plans including cross-sections, estimates of project-related impacts, and identification of measures to avoid, minimize and mitigate environmental impacts. Consistent with the MEPA Interim Protocol on Climate Change Adaptation and Resiliency, the ENF contained an output report from the Climate Resilience Design Standards Tool prepared by the Resilient Massachusetts Action Team (RMAT) (the “MA Resilience Design Tool”),⁴ together with information on climate resilience strategies to be undertaken by the project.

On January 24, 2023, the Proponent provided supplemental information to the MEPA Office providing responses to comments received during the remote MEPA consultation session that was held on January 19, 2023. For purposes of clarity, all supplemental materials provided by the Proponent are included in references to the “ENF,” unless otherwise indicated.

It should be noted that a separate beach nourishment project located at the site was recently reviewed by the MEPA Office (EEA#15451); its resiliency benefits will work in tandem with the

³ According to the ENF, public funds for this project are anticipated to be distributed directly to the Town from FEMA through the FEMA Public Assistance Program for declared disasters 4097 DR MA (Sandy), 4110 DR MA (Nemo), 4214 DR MA (Juno), and 4372 DR MA (Riley).

⁴ Available at: https://resilientma.mass.gov/rmat_home/designstandards/

benefits of the repairs proposed in the ENF and described herein. The beach nourishment design and implementation are being funded by the Massachusetts Office of Coastal Zone Management (CZM) through the Coastal Resiliency grant program. According to comments from CZM, the design of the beach nourishment project is currently in development, and while the limits of the nourishment footprint have not been finalized, the revetment reconstruction work proposed in this ENF is located within the permitted footprint of the nourishment project; therefore, the limits of work for the two projects may overlap. The proponent indicated in the ENF that the anticipated construction window for this project will be between December 2023 and March 2024. Construction of the beach nourishment project is anticipated to begin in February 2024. As the project footprints and construction windows for the two projects may overlap, close coordination between the projects will be necessary to avoid conflicts in work and staging areas. The Proponent should work closely with permitting agencies to ensure that both projects can be completed while avoiding potential construction conflicts.

Alternatives Analysis

The ENF analyzed a series of alternatives to achieve the project goal of repairing and reconstructing the storm-damaged seawall and revetment. The ENF states that a No-Build Alternative was considered; however, because the structure would continue to deteriorate due to continued exposure to coastal storm events, undermining and scour due to wave action, and landside erosion due to wave runup and overtopping, it was dismissed as not meeting the project's purpose and need.

Alternative 1 would involve in-kind repairs and replacement to provide immediate relief to the damaged revetment, seawall and accessways by repairing and reconstructing the structures. In-kind repairs would consist of revetment reconstruction within the same footprint as the existing revetment. The resource area impacts associated with an in-kind repair would be the same as the Preferred Alternative; however, this alternative would only provide near-term protection to the landside features and would not alleviate the long-term risk of damage caused by coastal storms.

Alternative 2 would involve elevating the seawall to accommodate projected sea level rise and increased storm surge. Under this alternative, the seawall would be reconstructed to elevation 19 ft NAVD88, two feet above the existing elevation, and the revetment fronting the seawall would be removed and reconstructed. This alternative would also improve recreational access by realigning the Glades Road walkway along the seawall. Although this alternative would improve the level of coastal storm protection, it was ultimately dismissed due to the increased land disturbance, wetland resource area impacts, and the increased cost that would render the project economically infeasible.

The Preferred Alternative would involve restoration of the existing, storm-damaged revetment to its pre-disaster design geometry and functionality. As with Alternative 1, this would consist of revetment reconstruction within the same footprint as the existing revetment, but would use supplemental armor stone with the same dimensions as the existing revetment stones. While the Preferred Alternative would have the same overall impacts as Alternative 1, it would supplement the revetment with additional stone to provide additional hazard mitigation. The Preferred Alternative would minimize variation of the existing shoreline and resource area impact without exceeding available federal funding; however, it is acknowledged that it would not provide adequate protection for increasing storm intensities under future climate conditions.

Wetlands, Waterways, and Fisheries

As noted above, wetland resource areas are located on and adjacent to the project site. The project proposes approximately 35,422 sf of temporary impacts to Coastal Beach, 1,890 lf of permanent impacts to Coastal Bank, and 52,497 sf of impacts to Land Subject to Coastal Storm Flowage. The project also proposes to dredge 3,706 cubic yards (cy) of material consisting primarily of retrieved displaced armor stones that will be reused in the revetment repair. The Proponent supplied the following table to clarify impacts to the wetland resource areas:

Table No. 1 – Summary of Resource Area Impacts	
Resource Area	Impact
Land Subject to Coastal Storm Flowage	±50,817 SF In-Kind repairs to revetment. ±1,680 SF Temporary access landward of revetment/seawall.
Coastal Beach	±35,422 SF Temporary Only for construction equipment access to the site of the proposed repairs and limited transient storage of revetment stone while the work is performed.
Coastal Bank	±1,890 LF In-kind repair of existing damaged coastal engineering structure for resiliency improvement.

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

As stated in comments, MassDEP concurs with the Proponent that the project will require a 401 WQC as the project proposes 3,706 cy of dredging to reset the toe stones of the revetment. MassDEP notes that, during the review of the project, the Proponent will be required to provide information characterizing the dredged beach sediments and how they will be beneficially utilized or disposed. Additionally, the Proponent may choose to file a BRP WW26 Combined Application for Waterways and WQC.

According to the ENF, the estimated temporary impact to the coastal beach resource area corresponds to a continuous, 20 ft wide swath located immediately seaward of the existing shoreline structures from the ramp located north of 62 Glades Road to the southern limit of proposed revetment repair fronting 7 Surfside Road. Except for limited and transient storage of revetment stone within the approximately 20 ft wide path for beach construction access, other equipment, materials, debris, or other items will be stored so that they will be protected from rising water when not being used. Comments from CZM state that permit plans accompanying the Notice of Intent and WQC submittal should delineate this proposed work area, describe anticipated work in that area, and measures to ensure that impacts to Coastal Beach do not extend beyond this area. Additionally, CZM notes that the Proponent should depict and delineate the anticipated dredge footprint (in plan and profile view) within the work area necessary for revetment reconstruction. The Proponent should ensure that all required technical information is provided as part of the permitting process.

Comments from DMF note that most of the subtidal shoreline parallel to the project site is mapped shellfish habitat for surf clam (*Spisula solidissima*); the rocky shoreline immediately to the north of the project site bordering Bar Rock and Well Rock is mapped blue mussel (*Mytilus edulis*) habitat; and waters bordering the project site have habitat characteristics suitable for these species. DMF notes that the proposed repairs should remain within the project footprint to avoid seaward encroachment and habitat alteration, and as much work as possible should be conducted from the upland side of the seawall to minimize impacts on the intertidal area. Additional comments from DMF state that concrete delivery vehicles should be prohibited from washing down equipment on site as this activity could potentially wash excess concrete and hydrocarbons into marine resource areas. Additionally, if equipment is refueled on-site, adequate containment and clean up material should be required as fuel spills from refueling of construction equipment will adversely impact sensitive resource areas. Through the permitting process, the Proponent should consult with DMF and other applicable agencies about incorporating any recommendations into the project design to avoid or mitigate impacts to wildlife and fisheries resources.

Chapter 91

As indicated in the ENF, the stone revetment and concrete seawall were constructed under several Massachusetts Division of Waterways Contracts (287, 929 & 2351) which are recognized as Chapter 91 Authorizations. Comments from the MassDEP Waterways Regulation Program (WRP) note that while much of the proposed work will be in-kind construction, there will also be improvements to certain segments of the revetment. As stated in comments, MassDEP WRP recommends the submittal a Chapter 91 License Application which would cover the entire length of seawall under a single new Chapter 91 License for the project. Otherwise, the Proponent will be required to submit a request for a Minor Project Modification pursuant to 310 CMR 9.22(3) and demonstrate that the proposed revetment design is confined to the existing footprint of the structure and represents an insignificant deviation from the specifications of the original contracts. Based on the information in the ENF, MassDEP WRP comments indicate that the project would be classified as a water-dependent use pursuant to the Waterways Regulations at 310 CMR 9.12. The Proponent should work directly MassDEP WRP to determine the appropriate permitting pathway for the project to ensure compliance with M.G.L. c. 91 and the Waterways Regulations at 310 CMR 9.00.

Climate Change

Adaptation and Resiliency

Effective October 1, 2021, all MEPA projects are required to submit an output report from the MA Resilience Design Tool to assess the climate risks of the project. Based on the output report attached to the ENF, the project has a high exposure rating based on the project's location for the following climate parameters: sea level rise/storm surge extreme precipitation (urban flooding), and extreme heat. Based on the 50-year useful life and the self-assessed criticality identified for the shoreline protection structures, the MA Resilience Design Tool recommends a planning horizon of 2070, with an intermediate planning horizon of 2050, and a return period associated with a 100-year (1% chance) storm event with respect to sea level rise/storm surge and a 50-year (2% annual chance) storm event with respect to extreme precipitation (urban flooding).

According to the ENF, although the project is limited to seawall and revetment repair, the design of the repaired structure will continue to provide some protection of the shoreline and landward infrastructure in 2070. According to the MA Resilience Design Tool output report, the projected maximum wave action water surface elevation associated with a 100-year storm event in 2070 is elevation 17.6 ft NAVD88, with an area weighted average elevation of 14.9 ft NAVD88. As noted above, however, the FEMA FIRM for the project site indicates that the 100-year storm event BFE varies between 16.0 ft and 21.0 ft NAVD88, even under current conditions. Since the top of the existing seawall and portions of the full slope revetment are currently at elevation 17.0 ft NAVD88, the seawall and revetment would continue to provide some protection to the landward infrastructure in 2070. The Town will continue to consider alternatives, such as further elevation of the seawall at select locations, to improve resiliency to climate conditions over the longer term.

While the project is also flagged as “High” risk for urban flooding and extreme heat, it will not create additional impervious areas and includes the reconstruction of several vegetated areas landward of the seawall. According to the ENF, the reconstructed areas may be revegetated as part of the project, depending on funding availability. I encourage the Proponent to consider the use of salt-tolerant, native species to revegetate these restored areas.

Construction Period

According to the ENF, the project is expected to commence in December 2023 and be completed by March 2024. The ENF states that the project site will be accessed on foot and with typical construction equipment; however, construction material deliveries will likely be unloaded from the paved surface of Glades, Gannett, and Surfside Road and then transported to temporary, on-site storage locations or the site of proposed repairs by site equipment. This may result in partial closures and temporary occupation of Glades Road, Surfside Road, and the seaward end of Gannett Road. Potential roadway closures and other access limitations will be minimized to the extent necessary for construction material delivery and unloading, and potential land-based equipment staging (e.g., crane access). Partial and temporary roadway closures will be coordinated with the Town. Areas temporarily disturbed by construction activities will be restored to preconstruction conditions at the completion of the project.

All construction and demolition activities should be managed in accordance with applicable MassDEP’s regulations regarding Air Pollution Control (310 CMR 7.01, 7.09-7.10), and Solid Waste Facilities (310 CMR 16.00 and 310 CMR 19.00, including the waste ban provision at 310 CMR 19.017). The project should include measures to reduce construction period impacts (e.g., noise, dust, odor, solid waste management) and emissions of air pollutants from equipment, including anti-idling measures in accordance with the Air Quality regulations (310 CMR 7.11). I encourage the Proponent to require that its contractors use construction equipment with engines manufactured to Tier 4 federal emission standards or select project contractors that have installed retrofit emissions control devices or vehicles that use alternative fuels to reduce emissions of volatile organic compounds (VOCs), carbon monoxide (CO) and particulate matter (PM) from diesel-powered equipment. Off-road vehicles are required to use ultra-low sulfur diesel fuel (ULSD). If oil and/or hazardous materials are found during construction, the Proponent should notify MassDEP in accordance with the Massachusetts Contingency Plan (310 CMR 40.00). All construction activities should be undertaken in compliance with the

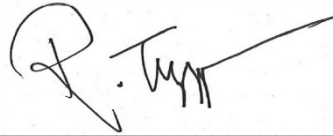
conditions of all State and local permits. I encourage the Proponent to reuse or recycle construction and demolition (C&D) debris to the maximum extent.

Conclusion

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

February 10, 2023

Date



Rebecca L. Tepper

Comments received:

- 1/26/2023 Massachusetts Office of Coastal Zone Management (CZM)
- 1/26/2023 Massachusetts Division of Marine Fisheries (DMF)
- 1/31/2023 Massachusetts Department of Environmental Protection (MassDEP)

RLT/NJM/njm



MEMORANDUM

TO: Rebecca L. Tepper, Secretary, EEA
ATTN: Nicholas Moreno, MEPA Unit
FROM: Lisa Berry Engler, Director, CZM
DATE: January 26, 2023
RE: EEA-16650 North Scituate Beach Revetment, Scituate

The Massachusetts Office of Coastal Zone Management (CZM) has completed its review of the above-referenced Environmental Notification Form (ENF) noticed in the *Environmental Monitor* dated January 11, 2023. Based on the review of this filing, our participation in the MEPA consultation session on January 19, 2023, and our participation in Massachusetts Emergency Management Agency (MEMA) – State Coastal Task Force inter-agency coordination meetings where this project has been discussed, CZM offers the following comments.

Project Description

As described in the ENF, the project entails the repair and reconstruction of approximately 1,890 linear feet (lf) of granite stone revetment, limited repairs to the damaged seawall, and the replacement of a concrete access ramp. Repairs and reconstruction are intended to address impacts on the structures associated with the declared storm disasters Nemo, Juno, and Riley. All repairs and reconstruction of structures will take place within their currently authorized footprints. During the development of this project, a total of five alternatives were considered. The ENF indicates the preferred alternative, in-kind repairs, and reconstruction with associated hazard mitigation has been designed to avoid environmental impacts. This was possible by maintaining the existing structures' footprint and limiting the work area to the extent practicable. Hazard mitigation will be provided primarily by the addition of a supplemental revetment stone that is typically larger than the stone currently in place. Displaced armor stones from the revetment, currently seaward of the structure's authorized footprint, will be recovered to the extent practicable based on the elevation of the beach at the time of construction.

This project will require an Order of Conditions from the Scituate Conservation Commission, a Chapter 91 Minor Project Modification and a 401 Water Quality Certificate from the Massachusetts Department of Environmental Protection (DEP), authorization from the US Army Corps of Engineers (USACE), and CZM Federal consistency concurrence.

Project Comments

As previously discussed, the work area within Coastal Beach resource areas is being limited to the extent practicable to minimize unavoidable impacts associated with the construction process. At the MEPA consultation session, the proponent indicated that the extent of the work area would be 20 feet seaward of the physical extent of the revetment structure. As part of the Notice of Intent (NOI) submittal to the Scituate Conservation Commission and the 401 Water Quality Certificate permit submittal to DEP, the permit plans should delineate the proposed work area, describe anticipated work in that area, and measures to ensure that impacts to Coastal Beach do not extend beyond this area. As part of this, the proponent should depict and delineate the anticipated dredge footprint (in plan and profile view) within the work area necessary for revetment reconstruction.



The ENF noted that there is a separately permitted beach nourishment project in development which will be located at the project site. This beach nourishment design and implementation project is being funded through a grant from the CZM Coastal Resiliency grant program to the Town of Scituate. The design of the beach nourishment project is currently in development, and while the limits of the nourishment footprint have not been finalized, the revetment and reconstruction project site are within the permitted nourishment footprint and the limits of the two projects may overlap. The proponent indicated that the anticipated construction window for the revetment and seawall reconstruction project will be between December 2023 and March 2024. Construction of the beach nourishment project is anticipated to begin in February 2024. As the project footprints and construction windows for the two projects may overlap, close coordination between the projects will be necessary to avoid conflicts in work and staging areas. As a project partner and member of the beach nourishment Project Management Team (PMT), CZM looks forward to working closely with the Town of Scituate to ensure that both projects can be completed while avoiding potential construction conflicts.

Federal Consistency Review

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

Cc: Christine Jacek, USACE
Dan Gilmore and Greg DeCesare, Southeast Regional Office, DEP
Brenden Mullaney, Southeast Regional Office, Waterways Program, DEP
David Wong, Boston Office, Waterways Program, DEP
David E. Robbins, FEMA Region 1 Regional Environmental Officer
Misty Berryman, CDR Maguire
Amy Walkey, Scituate Conservation Agent
Sean McCarthy, Scituate Engineering Supervisor
Corey Miles, Scituate Coastal Management Officer



The Commonwealth of Massachusetts

Division of Marine Fisheries

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



MAURA HEALEY
Governor

KIMBERLEY DRISCOLL
Lt. Governor

REBECCA TEPPER
Secretary

RONALD S. AMIDON
Commissioner

DANIEL J. MCKIERNAN
Director

January 26, 2023

Secretary Rebecca Tepper
Executive Office of Energy and Environmental Affairs (EEA)
Attn: MEPA Office
Nicholas Moreno, EEA No. 16650
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Secretary Tepper:

The Division of Marine Fisheries (MA DMF) has reviewed the Environmental Notification Form (ENF) by the Town of Scituate for the North Scituate Beach Revetment Design Project located on Glades and Gannett Roads and 7 Surfside Road in the Town of Scituate. The project proposes in-kind reconstruction of approximately 1,890 linear feet of the North Scituate Beach granite stone revetment as well as repairs to damaged seawall and walkway structures and replacement of the concrete access ramp. Existing marine fisheries resources and habitat and potential project impacts to those resources are outlined in the following paragraphs.

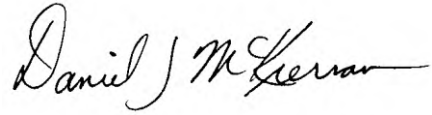
Most of the subtidal shoreline parallel to the project site is mapped shellfish habitat for surf clam (*Spisula solidissima*). Rocky shoreline immediately to the north of the proposed project site bordering Bar Rock and Well Rock is mapped blue mussel (*Mytilus edulis*) habitat. Waters bordering the project site have habitat characteristics suitable for these species. Land containing shellfish is deemed significant to the interest of the Wetlands Protection Act (310 CMR 10.34) and the protection of marine fisheries.

MA DMF offers the following comments for your consideration:

- As described in the ENF, the proposed repairs should remain within the project footprint to avoid seaward encroachment and habitat alteration.
- As much work as possible should be conducted from the upland side of the seawall to minimize impacts on the intertidal area.
- Concrete delivery vehicles should be prohibited from washing down equipment on site. This activity could potentially wash excess concrete and hydrocarbons into marine resource areas.
- Fuel spills from refueling of construction equipment will adversely impact sensitive resource areas. If equipment is refueled on-site, adequate containment and clean up material should be required to minimize impacts.

Questions regarding this review may be directed to John Logan in our New Bedford office at john.logan@mass.gov.

Sincerely,

A handwritten signature in black ink that reads "Daniel J. McKiernan". The signature is written in a cursive, flowing style.

Daniel J. McKiernan

Director

cc: Scituate Conservation Commission
David Smith, GZA GeoEnvironmental, Inc.
Sabrina Pereira, NMFS
Robert Boeri, CZM
Rachel Croy, Ed Reiner, EPA
Brendan Mullaney, DEP
Emma Gallagher, Amanda Davis, DMF

DM/JL/sd



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

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

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Gary Moran
Acting Commissioner

January 31, 2023

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

RE: ENF Review. EOEEA 16650
SCITUATE. North Scituate Beach
Revetment Design Project at Glades, Gannet
Roads and 7 Surfside Road

Dear Secretary Tepper,

The Southeast Regional Office of the Department of Environmental Protection (MassDEP) has reviewed the Environmental Notification Form (ENF) for proposed North Scituate Beach Revetment Design Project at Glades, Gannet Roads and 7 Surfside Road, Scituate, Massachusetts (EOEEA #16650). The Project Proponent provides the following information for the Project:

The current project requiring this ENF involves the in-kind reconstruction of approximately 1,890 lineal feet of the North Scituate Beach granite stone revetment, limited repairs to the damaged seawall, and replacement of the concrete access ramp. A separate sediment nourishment project located at the site is has recently been permitted through MEPA (EEA No. 15451), its resiliency benefits will work in tandem with the benefits of the repairs proposed by this ENF.

The work proposed at Site 1 requires MEPA review in accordance with 301 CMR 11.03 (3)(b)(1)(a), 301 CMR 11.03 (3)(b)(1)(e), and 301 CMR 11.03 (3)(b)(6) because it requires State Agency Actions and it will result in the alteration of coastal bank; the expansion of fill or structure in a velocity zone; the reconstruction of an existing solid fill structure of 1,000 or more square feet; and will require the use of public funds. The objective of the project is to repair and improve storm-damaged foreshore structures. The Project is being partially funded through the Federal Emergency Management Agency (FEMA), with a match provided by the Town of Scituate.

Bureau of Water Resources Comments

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

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.

TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

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Part of the overall Project will include excavation to remove and re-set revetment toe stones. The Department's definition of dredging at 314 CMR 9.02 includes the "repositioning of sediment or other material from below the mean high tide line". Therefore, if the Project involves dredging amounts greater than 100 cubic yards of material it will require a 401 Water Quality Certification (WQC) (314 CMR 9.00).

401 WQC applications must now be submitted electronically using MassDEP's ePLACE online tool. MASSDEP NO LONGER ACCEPTS PAPER APPLICATIONS FOR THESE FILINGS. General instructions and visual ePLACE step-by-step instructions designed to assist with submitting an application are available online at: <https://www.mass.gov/how-to/ww-07-08-09-water-quality-certifications-dredging-projects>

Waterways. The Waterways Program has reviewed the ENF submitted by the Town of Scituate to reconstruct approximately 1,720' feet of stone revetment and perform concrete seawall repairs at North Scituate Beach and offers the following comments:

- As indicated in the ENF, the stone revetment and concrete seawall were constructed under several State Division of Waterways Contracts which are recognized as Chapter 91 Authorizations. While much of the proposed work outlined in the ENF will be in-kind reconstruction, there will also be improvements to certain segments of the revetment. The Waterways Program recommends the submittal a Chapter 91 License Application. The entire length of seawall would then be covered under one Chapter 91 License for the Project. Otherwise, the Proponent will be required to submit a request for a Minor Project Modification pursuant to 310 CMR 9.22(3) and demonstrate that the proposed revetment design is confined to the existing footprint of the structure and represents an insignificant deviation from the original specifications of the Contracts. Based on the information contained in the ENF, it has been determined that the Project would be classified as a water-dependent use pursuant to the Waterways Regulations at 310 CMR 9.12.
- The ENF indicates that approximately 3,706 cubic yards of dredging will be performed to reset the toe stones of the revetment and will require the submittal of a 401 Water Quality Certification. The Proponent may choose to file a BRP WW26 Combined Application for Waterways and WQC. During the review of the Project, the Proponent will be required to provide information characterizing the dredged beach sediments and how they will be beneficially utilized or disposed.

Bureau of Waste Site Cleanup (BWSC) Comments

Based upon the information provided, the Bureau of Waste Site Cleanup (BWSC) searched its databases for disposal sites and release notifications that have occurred at or might impact the proposed Project area. A disposal site is a location where there has been a release to the environment of oil and/or hazardous material that is regulated under M.G.L. c. 21E, and the Massachusetts Contingency Plan [MCP – 310 CMR 40.0000].

There are no listed MCP disposal sites located at or in the vicinity of the site that would appear to impact the proposed Project area. Interested parties may view a map showing the location of BWSC disposal sites using the MassGIS data viewer at [MassMapper](https://www.mass.gov/info-details/massgis). Under the Available Data Layers listed on the right sidebar, select "Regulated Areas", and then "DEP Tier Classified 21E Sites". MCP reports and the compliance status of specific disposal sites may be viewed using the BWSC Waste Sites/Reportable Release Lookup at: <https://eeaonline.eea.state.ma.us/portal#!/search/wastesite>

The Project Proponent is advised that if oil and/or hazardous material are identified during the implementation of this Project, notification pursuant to the Massachusetts Contingency Plan (310 CMR 40.0000) must be made to MassDEP, if necessary. A Licensed Site Professional (LSP) should be retained to determine if notification is required and, if need be, to render appropriate opinions. The LSP may evaluate whether risk reduction measures are necessary if contamination is present. The BWSC may be contacted for guidance if questions arise regarding cleanup.

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

Bureau of Air and Waste (BAW) Comments

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

310 CMR 7.09 Dust, Odor, Construction, and Demolition

310 CMR 7.10 Noise

Construction-Related Measures

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

Massachusetts Idling Regulation

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

MassDEP reminds the Proponent that unnecessary idling (i.e., in excess of five minutes), with limited exception, is not permitted during the construction and operations phase of the Project (Section 7.11 of 310 CMR 7.00). Regarding construction period activity, typical methods of reducing idling include driver training, periodic inspections by site supervisors, and posting signage. In addition, to ensure compliance with this regulation once the Project is occupied, MassDEP requests that the Proponent install permanent signs limiting idling to five minutes or less on-site.

Solid Waste Management. The Project Proponent reports: "The Contractor will remove damaged concrete and deliver it to a concrete recycling facility to be broken down into reclaimed asphalt pavement (RAP). No additional solid waste will be generated by the project."

The Project Proponent is advised of the following requirements:

1. ***Compliance with Waste Ban Regulations:*** Waste materials discovered during construction that are determined to be solid waste (e.g., construction and demolition waste) and/or recyclable material (e.g., metal, asphalt, brick, and concrete) shall be disposed, recycled, and/or otherwise

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

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

For more information on how to prevent banned materials from entering the waste stream the Proponent should contact the RecyclingWorks in Massachusetts program at (888) 254-5525 or via email at info@recyclingworksma.com. RecyclingWorks in Massachusetts also provides a website that includes a searchable database of recycling service providers, available at <http://www.recyclingworksma.com>.

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

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

Climate Change/Greenhouse Gas Emissions (GHG)

Sea Level Rise. The Project's location will subject it to the impacts of climate change-induced sea level rise. MassDEP recommends that the Proponent consider various scenarios and future conditions that are beyond the scope of the 100-year flood elevations designated in the Flood Insurance Rate Maps (FIRMs) to evaluate impacts such as sea level rise, shoreline change, and hurricane inundation. Recognizing the vulnerability of the coastline in the vicinity of the proposed Project site, the Proponent should be prepared to address the impacts of sea level rise and damage to property, businesses, and infrastructure over the lifespan of the Project. The potential risks to the Project should be evaluated based on sea level rise scenarios developed by known authorities, including the Massachusetts Coastal Zone Management Agency or community/localized studies. One recommended resource is the Massachusetts Sea Level Rise and Coastal Flooding Viewer <https://www.mass.gov/service-details/massachusetts-sea-level-rise-and-coastal-flooding-viewer>. Please note that the viewer doesn't include all types of wastewater treatment and drinking water infrastructure.

Adaptation strategies should be considered to accommodate the effects of sea level rise and manage risk. Adding pre-disaster adaptation and post-disaster recovery measures will improve the Project resiliency to flooding and the impacts of extreme storm events. Please be aware that the Sea Level Rise and Coastal Flooding Viewer does not account for storm surge, waves, erosion, and other dynamic factors, while FIRMs do not account for sea level rise, shoreline erosion, changes in the frequency and magnitude of storm events, etc. Therefore, it's important to review and consider these combined with hurricane surge scenarios (which use current sea level) in order to plan for worst case scenarios and appropriate adaptation measures.

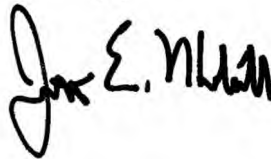
Proposed s.61 Findings

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

Other Comments/Guidance

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

Very truly yours,



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

JH/GZ

Cc: DEP/SERO

ATTN: Millie Garcia-Serrano, Regional Director
Gerard Martin, Deputy Regional Director, BWR
John Handrahan, Acting Deputy Regional Director, BWSC
Seth Pickering, Deputy Regional Director, BAW
Jennifer Viveiros, Deputy Regional Director, ADMIN
Daniel Gilmore, Chief, Wetlands and Waterways, BWR
Greg DeCesare, Wetlands
David Hill, Waterways, BWR
Brendan Mullaney, Waterways, BAW
David Hill, Waterways
Elza Bystom, Solid Waste, BAW

Mark Dakers, Chief, Solid Waste, BAW
Allen Hemberger, Site Management, BWSC



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

December 19, 2023

Regulatory Division
File Number: NAE-2022-01700

Sean McCarthy
Town of Scituate, Massachusetts DPW
600 Chief Justice Cushing Highway
Scituate, MA 02066
Sent by email: david.smith@gza.com

Dear Sean McCarthy:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to repair storm-damaged foreshore structures along Glades Road Revetment (Site 1A), Gannet Road Revetment (Site 1B) and 7 Surfside Road (Site 1C) along North Scituate Beach in the Town of Scituate, Massachusetts. The project details for each site are as follows: Site 1A proposes approximately 58 linear feet (LF) of stone toe revetment repair including removal and resetting existing revetment stone and installation of supplemental (off-site) stone to restore the existing structure to pre-disaster function. Site 1B proposes demolition, removal and in-kind reconstruction of the approximately 22-foot by 52-foot concrete pad and approximately 12-foot by 18-foot concrete ramp, and in-kind reconstruction of the stone revetment fronting of the pad/ramp; repair of approximately 8 seawall cap repair locations, for a proposed total of approximately 130 LF of cap repair; 9 seawall crack repair locations involving preparation of cracks and installation of epoxy and cementitious grout, including temporary removal of existing railings to perform the work; approximately 1,008 LF of stone toe repair including removal and resetting existing revetment stone and installation of supplemental (off-site) stone to restore the existing structure to pre-disaster function; approximately 518 LF of full slope stone revetment repair including removal and resetting existing revetment stone and installation of supplemental (off-site) stone to restore the existing structure to pre-disaster function; approximately 1,408 LF of replacement of existing displaced rip-rap stones and reshaping of the upper rip-rap slope to pre-disaster geometry and function, supplemental stone would match existing stone sizing and installed to provide an approximately 1.5 foot-thick later or rip-rap over the existing slope subgrade; repair of existing concrete access stairs through demolition and removal of existing deteriorated concrete and installation of new cast-in-place reinforced concrete repairs and crack repairs; and repair of approximately 25 LF of existing concrete walkway, including removal of deteriorating concrete to a depth of 6 inches from existing grade and installation of new concrete to restore walkway surface. Site 1C proposes approximately 125 LF of existing stone revetment repair including removal and resetting existing revetment stone and installation of supplemental (off-site) stone to restore the existing structure to pre-disaster function. Work would include temporary equipment

access on the adjacent beach and temporary closures and limited access to the site under construction to protect the public and the work until stabilized. The equipment access needed in the intertidal area would occur in the dry at periods of lower tide conditions. When the tide rises, the work location would be stabilized such that there would be no open excavations or excess piles of sand and equipment would be removed from the intertidal area. The repair of structures would occur within the previously authorized footprint resulting in approximately 13,156 SF of in-kind permanent impact waterward of the mean high water (MHW) shoreline. Approximately 40,461 SF of temporary impact would occur outside of the previously authorized footprint waterward of the MHW shoreline. The work is shown on the enclosed plans titled "Scituate Foreshore Protection Repairs" on sheets #2-5 dated December 2022 and revised October 2023.

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

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

1. You must maintain the activity authorized herein in good condition and in conformance with the terms and conditions of this authorization. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 37 on page 32 of the GPs. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this authorization from this office, which may require restoration of the area.
2. Activities capable of producing greater than minimal turbidity or sedimentation shall be done during periods of low water conditions when the tide is waterward of the work area, and the site should be stabilized prior to the tide returning.
3. The staging and laydown areas shall be returned to pre-existing conditions once the work is completed.

4. You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated start date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

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

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

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

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

Please contact Meg Fullam of my staff at (443) 310-4567 or meghan.e.fullam@usace.army.mil if you have any questions.

Sincerely,

Paul Maniccia

Paul Maniccia
Chief, Massachusetts Branch
Regulatory Division

Enclosures (Certificate of Compliance, Work Start Notification Form, Project Plans)

cc:

David Smith, Project Agent (GZA): david.smith@gza.com

Linda Hutchins, FEMA: linda.hutchins@fema.dhs.gov

Ed Reiner, U.S. EPA, Region 1, Boston, MA, reiner.ed@epa.gov

Rachel Croy, U.S. EPA, Region 1, Boston, MA, croy.rachel@epa.gov

Kaitlyn Shaw, NMFS, Gloucester, MA; kaitlyn.shaw@noaa.gov

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

Patrice Bordonaro, Coastal Zone Management, Boston, MA,

patrice.bordonaro@mass.gov

Jill Provencal, DEP NERO, Wetland and Waterways, Wilmington, MA;

jill.provencal@state.ma.us

Kristin Divris, DEP NERO, Wetland and Waterways, Wilmington, MA;

Kristin.Divris@mass.gov

Philip Di Pietro, DEP NERO, Wetland and Waterways, Wilmington, MA;

philip.dipietro@mass.gov

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

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

david.s.robinson@mass.gov

Conservation Commission; pshea@town.scituate.ma.us



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02144 • 617-890-5500

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

August 25, 2023

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

Re: **401 WATER QUALITY CERTIFICATION APPLICATION**
Application for BRP WW 08 -MINOR DREDGING PROJECT

At: Massachusetts Bay, South Coastal Drainage Area

DEP Authorization # 23-WW08-0005-APP
DEP File # Pending
EEA #16650
NHESP File # Not Applicable
NAE--2022-01700

Dear Mr. McCarthy:

The Department has reviewed your application for a Water Quality Certification ("WQC"), referenced above. In accordance with the provisions of Section 401 of the Federal Clean Water Act as amended (33 U.S.C. §1251 et seq.), MGL c.21, §§ 26-53, 314 CMR 9.00, the Department has determined there is reasonable assurance the project or activity will be conducted in a manner which will not violate applicable water quality standards (314 CMR 4.00) and other applicable requirements of state law.

The waters of the Massachusetts Bay South Coastal Drainage Area at Scituate are designated in the Massachusetts Surface Water Quality Standards as Class SB. Such waters are intended "as habitat for fish, other aquatic life and wildlife and for primary and secondary contact recreation." Anti-degradation provisions of these Standards require that "existing uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

Proposed project: The proposed project scope entails reconstruction of an existing storm-damaged armor stone revetment located along Glades, Gannet Roads and at 7 Surfside Road. The repaired revetment is expected to provide increased shoreline

protection and resiliency. Only site one is under the purview of this Certification. The other sites, Sites 2 and 3 propose that the reconstruction work is above the Annual Mean High Tide Line (AMHTL); therefore, not subject to 314 CMR 9.00.

The proposed dredge volume is approximately 1932 yd³. Dredging will be done mechanically using conventional construction equipment.

- Site 1A: 62 glades road seawall & revetment (Parcel 5-4-32)
- Site 1B: Glades & Gannett Roads Seawall & Revetment (Parcels 8-1-4 and 5-4-32)
- Site 1C: 7 Surfside Road Revetment (Parcel 5-4-32)

Reconstruction work from station 4+08 to 17+71 is within the 401 WQC jurisdictions (See plan 2 and 3).

Scope of Site 1A:

The proposed work under the jurisdiction of 314 CMR 9.00 at Site 1A consists of repairing approximately 58 ft of the existing stone toe revetment. This work will include limited removal and resetting of existing revetment stone and installation of supplemental (off-site) stone.

Scope of Site 1B:

The proposed work under the jurisdiction of 314 CMR 9.00 at Site 1B consists of repairs to the Glades Road/Gannett Road Access Structures, Concrete Seawall, Stone Toe Revetment, Full Slope Stone Revetment, Upper Rip Rap Slope, Glades Beach Access Ramp, and Concrete Walkway. A more in-depth narrative of each foreshore structure is presented in the Appendix.

Scope of Site 1C:

The proposed work under the jurisdiction of 314 CMR 9.00 at Site 1C consists of repairing approximately 125 ft of the existing, damaged stone revetment. The width of permanent repair work for the stone toe revetment is expected to vary from approximately four to twenty-eight feet, based on existing conditions. This work will include limited removal and resetting of existing revetment stone and installation of supplemental (off-site) stone.

In order to construct the revetment, it is anticipated that a portion of the existing beach will be available for contractor use. Construction activities will be limited to within 20 feet of the existing revetment. Approximately 43,005 square feet seaward of the Annual Mean High Line (AMHL) will be utilized for temporary construction vehicle access seaward of the excavation limits for the revetment installation. Construction access along the beach will be limited by the tidal cycle; during high tide, no worker or

equipment access will occur. Upon completion of the proposed work, the Project Site will be restored to pre-construction conditions.

Alternatives Evaluation: Five alternatives were evaluated:

1. No Action Alternative: This alternative would not repair or reconstruct the storm damaged structures. Damages caused by future coastal storms would persist.
2. In-kind Repairs and Reconstruction: This alternative would repair or replace of the existing foreshore structure (revetment and/or seawall) in footprint of existing structure and is the preferred alternative.
3. In Kind Repairs: This alternative would only Repair to the damaged portions of existing structure.
4. Full Replacement/ Reconstruction: Reconstruction of the existing foreshore structure (revetment and/or seawall) in footprint of existing structure.
5. Full Reconstruction of Seawall to 100-Year Storm Elevation: Reconstruct entire seawall to elevation 19 NAVD88 along existing alignment.

Sediment sampling data: Based on the photo provided by the applicant's consultant, the Department acknowledged that the sediment in this coastal beach is most likely to be sandy. The observation was reaffirmed by another coastal project in the Town of Scituate, which sediment samples were collected for gradation analysis. Results of the gradation analysis for that project showed less than 10 percent of the sediment particles passing the No. 200 U.S. Standard Series Testing Sieve. Based on this information, Department granted a waiver for physical and chemical analysis providing a due diligence evaluation be performed and submitted to the Department.

The applicant submitted the due diligence evaluation to the Department for review and the Department found the evaluation to be satisfactory.

Dredged Material Dewatering: Proposed work is to be done during low tide. As such, the sediment will not be dredged in the wet. Along with the sandy nature of the sediment, very little or no dewatering is anticipated. In addition, the dredged material will remain on the coastal beach within the work area.

Rare Species and Rare Wildlife Habitat: The site is not located within the Priority Habitats of Rare Species, Estimated Habitats of Rare Wildlife, and Certified Vernal Pools in accordance with the Massachusetts Natural Heritage Atlas, 15th Edition.

Public Notice: The public notice of the 401 WQC application was published in the Patriot Ledger on March 8, 2023. The Department did not receive any comment during the 21-day public comment period under 314 CMR 9.05(3)(e), which ended on March 29, 2023.

Section 61 Findings: Pursuant to M.G.L. Chapter 30, Sections 61 to 62H (M.E.P.A.) this project was reviewed as EOE No.16650 and noticed Environmental Notification Form (ENF) to the Environment Monitor on January 11, 2023. The Secretary's Certificate, issued on the Environmental Notification Form dated February 10, 2023 found that an Environmental Impact Report (EIR) was not required.

401 WQC CONDITIONS

1. Pursuant to 314 CMR 9.05(1), 9.09(1)(f), this 401 WQC is issued subject to all applicable federal, state, county, and municipal laws, ordinances, by-laws, and regulations, including but not limited to, a valid Order of Conditions issued pursuant to the Wetlands Protection Act, M.G.L. Chapter 131, s.40. This condition is necessary that this certification does not relive the applicant of the duty to comply with any other statues or regulations
2. Pursuant to 314 CMR 9.01(3), 9.09(1), the Contractor shall take all steps necessary to assure that the proposed activities will be conducted in a manner that will avoid violations of the anti-degradation provisions of the Massachusetts Surface Water Quality Standards that protect all waters, including wetlands. This condition is necessary to assure that any discharge from the project complies with the Massachusetts Surface Water Quality Standards, as provided in 314 CMR 4.00, to protect the public health and restore and maintain the chemical, physical, and biological integrity of the water resources of the Commonwealth. Also, whether or not the proposed project will meet the applicable water quality standards and minimize environmental impacts.
3. Pursuant to 314 CMR 9.07(1) and 314 CMR 9.09(2), prior to the start of work, or any other portion of the work thereafter, the Department's the Wetlands Program in the Boston Office Department shall be notified of any change(s) in the proposed project or plans that may affect waters or wetlands. The Wetlands Program will determine whether the change(s) require a revision to this Certification. This condition is necessary to protect the public health and restore and maintain the chemical, physical, and biological integrity of the water resources of the Commonwealth and to amend the Certification if deemed necessary.
4. Pursuant to 314 CMR 9.09(1)(e), dredging in accordance with this 401 WQC may begin following the 21-day appeal period and once all other Permits have been received. This condition is necessary due to the Department may issue a final decision if an appeal is filed.
5. All work shall be performed in accordance with the following documents and plans:
 - Application for 401 Water Quality Certification, Application # 23-WW08-0005-APP, dated 3/2/2023, with attachments.

- Drawing Plan entitled “Scituate Foreshore Repairs Protection” with a Label of “Permitting copy, not for construction”, consisting of five sheets, various scales, dated December 2022, not signed and not stamped. The applicant shall notify the Department in writing if there are changes in the construction plan. Prior to commencement of work, a set of the final construction plans with any changes highlighted and stamped by a Professional Engineer shall be provided to the Department to make determination if approval is needed. Work cannot proceed without written approval from the Department. This condition is necessary to ensure that work will be performed in accordance with the authorized plans that minimize impacts to the 401 resource areas.
6. Pursuant to 314 CMR 9.05(4), the applicant and its contractor shall allow agents of the Department to enter the project sites to verify compliance with the conditions of this 401 WQC. This condition is necessary to ensure that construction practices are implemented in such a manner as to prevent degradation to wetlands and waters of the Commonwealth. The applicant and its contractor shall allow agents of the Department to enter the project sites to verify compliance with the conditions of this 401 WQC.
 7. Pursuant to 314 CMR 9.07(3), all 401 related construction activities shall be conducted during low tide. This condition is necessary to minimize turbidity being generated during dredging.
 8. Pursuant to 314 CMR 9.06(2), 9.09(1), the seaward work limit shall be clearly demarcated and the demarcation shall remain in place at all time. A photograph of the demarcation shall be submitted to the Wetlands Program in the Boston Office, attn: David Wong. Construction material shall not be stored or placed outside the authorized work limit. Construction equipment shall not be allowed to encroach beyond the seaward work limit. This condition is necessary to ensure there would be no unintended impacts to the 401 resource and habitat area during reconstruction of the revetment.
 9. Pursuant 314 CMR 9.07(3), when it is feasible, 401 activities shall be conducted from the landside above the AMHTL. This condition is necessary to further protection of the 401 resource area.
 10. Pursuant to 314 CMR 9.05(4), the Department shall be notified, attention David Wong 617-874-7155, one week prior to the start of in-water work so that Department staff may inspect the work for compliance with the terms and conditions of this 401 WQC. This condition is necessary to ensure that construction practices are implemented in such a manner as to prevent degradation to wetlands and waters of the Commonwealth.
 11. Pursuant to 314 CMR 9.01(3), 9.04(5), the term of this 401 Certification remains in effect for the same duration as the federal permit that requires it. This condition is

necessary to provide consistency between the federal permit and the state water quality certification.

12. Pursuant to 314 CMR 9.04(5), future maintenance dredging is not authorized under this 401 WQC. This condition is necessary as it provides clarification to the applicant that the authorized dredging is a one-time event.
13. Pursuant to 314 CMR 9.07(1), Best Management Practices (BMPs) such as a silt curtain or other erosion control barrier shall be deployed surrounding or enclosing the dredge area to minimize turbidity from the incoming tide. The applicant can propose other type of BMP to the Department for consideration and acceptance. This condition is necessary to protect surface water quality standards and to minimize impacts to shellfish and fishery habitat and maintain surface water quality standard per 314 CMR 4.00.
14. Pursuant to 314 CMR 9.07(1), disposal of any volume of dredged material at any location in tidal waters is subject to approval by this Department and the Massachusetts Coastal Zone Management office. This condition is necessary to ensure that disposal of the dredged material would not conflict with the coastal resources of the Commonwealth.
15. Pursuant to 314 CMR 9.07(1)(b)4.c, prior to the start of construction, an erosion control barrier shall be installed as necessary to protect the wetlands and other sensitive areas from precipitation runoff during construction activities in adjacent upland areas
16. Pursuant to 314 CMR 9.07(1)(b)4.c, all erosion control barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetlands or water body, except as described in the documents and plans cited in Special 401 Certification Condition # 5. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Department, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Erosion control barriers shall serve as the limit of work unless another limit of work line has been approved by the Department pursuant to this 401 WQC. This condition is necessary to protect the wetlands and other sensitive areas during construction activities in adjacent upland areas.
17. Pursuant to 314 CMR 9.07(14), within 90 days of the completion of the project, the applicant shall submit a set of photographs depicting the work was performed in accordance with the approved plans to the Wetlands Program in the Boston Office. The said photographs shall include the date of the photograph taken and the application transmittal number and the wetlands file number. This condition is necessary to document work were performed in accordance with the contract

document to ensure compliance of the surface water quality standards and protection of wetlands resources and fisheries and wildlife habitats.

18. Pursuant to 3.14 CMR 9.07(14), 9.09(1)(d), no later than four weeks after issuance of this 401 Certification, the applicant shall submit a notification procedure outlining the reporting process to the Department for incidents relating to dredging activities that impact surrounding resource areas and habitats including, but not limited to, observed dead or distressed fish or other aquatic organisms, observed oily sheen on the surface of the water, a sediment spill, a turbidity plume beyond the deployed BMPs, and a barge or equipment accident/spill. If at any time during implementation of the project such an incident occurs, the applicant shall immediately notify the Department and all site related activities impacting the water shall cease until the source of the problem is identified and adequate mitigating measures are deployed to the satisfaction of the Department. This condition is necessary to establish a protocol for the applicant to notify the Department and to implement appropriate corrective action(s) in a timely manner.

Failure to comply with this 401 WQC is grounds for enforcement, including civil and criminal penalties, under MGL c.21 §42, MGL c. 21A §16, 310 CMR 5.00, MGL c.91, or other possible actions/penalties as authorized by the General Laws of the Commonwealth.

This 401 WQC does not relieve the applicant of the obligation to comply with other applicable state or federal statutes or regulations. Any changes made to the project as described in the previously submitted Notice of Intent, 401 Certification application, or supplemental documents will require further notification to the Department.

NOTICE OF APPEAL RIGHTS

401 WQC Appeal Process (314 CMR 9.10):

Certain persons shall have a right to request an adjudicatory hearing concerning 401 Certifications by the Department when an application is required:

- a. the applicant or property owner;
- b. any person aggrieved by the decision who has submitted written comments during the public comment period;
- c. any ten (10) persons of the Commonwealth pursuant to M.G.L. c.30A where a group member has submitted written comments during the public comment period; or
- d. any governmental body or private organization with a mandate to protect the environment, which has submitted written comments during the public comment period.

Any person aggrieved, any ten (10) persons of the Commonwealth, or a governmental body or private organization with a mandate to protect the environment may appeal without having submitted written comments during the public comment period only when

the claim is based on new substantive issues arising from material changes to the scope or impact of the activity and not apparent at the time of public notice. To request an adjudicatory hearing pursuant to M.G.L. c.30A, § 10, a Notice of Claim must be made in writing, provided that the request is made by certified mail or hand delivery to the Department, with the appropriate filing fee specified within 310 CMR 4.10 along with a DEP Fee Transmittal Form within twenty-one (21) days from the date of issuance of this Certificate.

Case Administrator
Department of Environmental Protection
100 Cambridge St., Suite 900 Boston MA 02114

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

Department of Environmental Protection
100 Cambridge St., Suite 900 Boston MA 02114

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

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

The hearing request along with a DEP Fee Transmittal Form and a valid check or

money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, MA 02211

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

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

If you have questions about this decision, please contact David Wong at david.w.wong@mass.gov or 617-874-7155.

Sincerely,



Lisa Rhodes
Wetlands Program Chief

enclosure: Communication for Non-English-Speaking Parties – 310 CMR 1.03(5)(a)
Plan set for Scituate foreshore protection repairs

ecc:

Paul Maniccia, Regulatory/Enforcement Division, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751

Robert Boeri, Patrice Bordonaro, Todd Callaghan, CZM, 251 Causeway St Suite 800, Boston, MA 02114

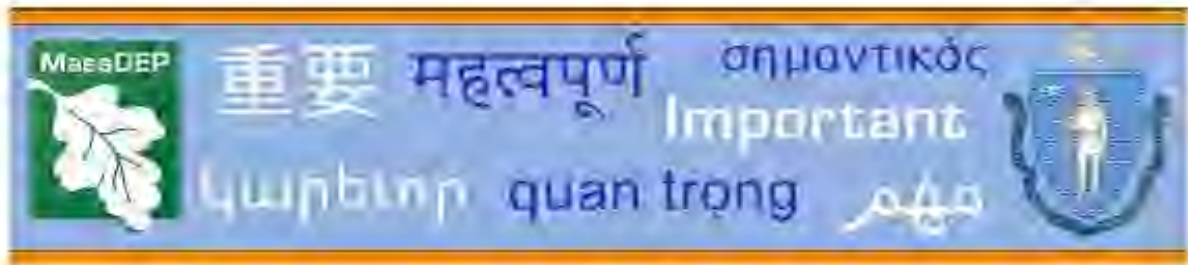
John Logan, Amanda Davis, DMF, 836 S. Rodney French Blvd, New Bedford, MA 02744-6694

Maissoun Reda, Brenden Mullaney, DEP SERO

Isabel Gleckner, GZA GeoEnvironmental 25 Brier Road, Gloucester, MA 01930

David Smith, GZA GeoEnvironmental, 144 Elm Street Amesbury, Massachusetts 01913

Amy Walkey, Scituate Conservation Commission, 600 CJC Highway, Scituate, MA 02061



Communication for Non-English-Speaking Parties

This document is important and should be translated immediately.

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

Español Spanish

Este documento es importante y debe ser traducido de inmediato. Si necesita este documento traducido, comuníquese con la Directora de Diversidad de MassDEP al número de teléfono que aparece más abajo.

Português Portuguese

Este é um documento importante e deve ser traduzido imediatamente. Se precisar de uma tradução deste documento, entre em contato com o Diretor de Diversidade da MassDEP nos números de telefone listados abaixo.

繁體中文 Chinese Traditional

本文件非常重要，應立即翻譯。如果您需要翻譯這份文件，請用下面列出的電話號碼聯絡 MassDEP 多元化負責人。

簡體中文 Chinese Simplified

本文件非常重要，應立即翻譯。如果您需要翻譯這份文件，請用下面列出的電話號碼與 MassDEP 的多元化主任聯繫。

Ayisyen Kreyòl Haitian Creole

Dokiman sa-a se yon bagay enpòtan epi yo la dwe tradwi l imedyatman. Si ou bezwen dokiman sa a tradwi, tanpri kontakte Direktè Divèsite MassDEP la nan nimewo telefòn endike anba.

Việt Vietnamese

Tài liệu này rất quan trọng và cần được dịch ngay lập tức. Nếu quý vị cần dịch tài liệu này, xin liên lạc với Giám đốc Đa dạng của MassDEP theo các số điện thoại ghi dưới đây.

ប្រទេសកម្ពុជា Khmer/Cambodian

ឯកសារនេះគឺសំខាន់ណាស់ត្រូវបានបកប្រែភ្លាមៗ ប្រសិនបើអ្នកត្រូវការឱ្យបកប្រែឯកសារនេះ

សូមទាក់ទងមកជាមួយអ្នកដឹកនាំឯកសាររបស់ MassDEP តាមរយៈខ្លួនស៊ីវិលខាងក្រោម។

kriolu Kabuverdianu Cape Verdean

Kel dokumentu li é importante y debe ser traduzidu imediatamenti. Se bu meste di kel dokumentu traduzidu, pur favor kontakta Diretor di Diversidadi di MassDEP na numeru abaxu indikadu.



Contact **Trishna Sanyal** 1-857-406-0738
Massachusetts Department of Environmental Protection
100 Cambridge Street 9th Floor Boston, MA 02114
TTY# MassRelay Service 1-800-439-2570 • <https://www.mass.gov/environmentalprotection>
(Version revised 4.21.2023) 310 DMR 1.03(5)(a)

Русский Russian

Это важный документ, и он должен быть безопларатно переведен. Если вам нужен перевод данного документа, пожалуйста, свяжитесь с директором по вопросам многообразия (Diversity Director) компании MassDEP по указанному ниже телефону.

العربية Arabic

هذه الوثيقة مهمة ويجب ترجمتها على الفور، أنا كنت بحاجة إلى هذه الوثيقة مترجمة يرجى الاتصال بـ مدير التنوع PMassDE على الرقم الهاتفي المدرجة أدناه.

한국어 Korean

이 문서는 중요하고 즉시 번역해야 합니다. 이 문서의 번역이 필요하시다면, 아래의 전화 번호로 MassDEP의 다양성 담당 이사에 문의하시기 바랍니다.

հայերեն Armenian

Այս փաստաթուղթը կարևոր է և պետք է անմիջապես թարգմանվի: Եթե ձեզ անհրաժեշտ է այս փաստաթուղթը թարգմանել, դիմեք MassDEP-ի բազմազանության տնօրենին ստորև նշված հեռախոսահամարով:

فارسی Farsi/Persian

این سند مهم است و باید فوراً ترجمه شود. اگر به ترجمه این سند نیاز دارید، لطفاً با مدیر بخش تنوع نژادی MassDEP به شماره تلفن ذکر شده در زیر تماس بگیرید.

Français French

Ce document est important et devrait être traduit immédiatement. Si vous avez besoin de ce document traduit, veuillez communiquer avec le directeur de la diversité MassDEP aux numéros de téléphone indiqués ci-dessous.

Deutsch German

Dieses Dokument ist wichtig und sollte sofort übersetzt werden. Sofern Sie eine Übersetzung dieses Dokuments benötigen, wenden Sie sich bitte an den Diversity Director MassDEP unter der unten aufgeführten Telefonnummer.

Ελληνική Greek

Το παρόν έγγραφο είναι σημαντικό και θα πρέπει να μεταφραστεί άμεσα. Αν χρειάζεστε μετάφραση του παρόντος εγγράφου, παρακαλούμε επικοινωνήστε με τον Διευθυντή Διαφορετικότητας του MassDEP στους αριθμούς τηλεφώνου που αναγράφονται παρακάτω.

Italiano Italian

Comunicazione per parti che non parlano inglese. Questo documento è importante e dovrebbe essere tradotto immediatamente. Se avete bisogno di questo documento tradotto, potete contattare il Direttore di Diversità di MassDEP al numero di telefono elencato di seguito.

Język Polski Polish

Dokument ten jest ważny i powinien zostać natychmiast przetłumaczony. Jeśli potrzebujesz przetłumaczonej wersji dokumentu, prosimy o kontakt z dyrektorem ds. różnorodności MassDEP pod jednym z numerów telefonu wymienionych poniżej.

हिन्दी Hindi

यह दस्तावेज़ महत्वपूर्ण है और इसका तुरंत अनुवाद किया जाना चाहिए। यदि आपको इस दस्तावेज़ का अनुवाद करने की आवश्यकता है, तो कृपया नीचे सूचीबद्ध टेलीफोन नंबरों पर मासडेप्स डायवर्सिटी के निवेशक से संपर्क करें।

SCITUATE FORESHORE PROTECTION REPAIRS

SITE NO. 1: GLADES / GANNET / 7 SURFSIDE ROAD
 SCITUATE, MASSACHUSETTS

BOARD OF SELECTMEN

ANTHONY V. VEGNANI, CHAIRMAN
 ANDREW W. GOODRICH
 KAREN B. CANFIELD
 KAREN E. CONNOLLY
 MAURA C. CURRAN

TOWN ADMINISTRATOR

JAMES BOUDREAU

DIRECTOR OF PUBLIC WORKS

KEVIN CAFFERTY



PROJECT LOCUS MAP

SOURCE: USGS TOPOGRAPHIC QUADRANGLES
 DIGITAL TOPOGRAPHIC MAPS PROVIDED BY GISSTORE.COM

CONTOUR ELEVATIONS REFERENCE NAVD 83
 CONTOUR AND ELEVATIONS ARE SHOWN IN FEET
 0 100' 200' 300' 400'

SCALE: 1" = 2000 FEET

PREPARED FOR

TOWN OF SCITUATE
 600 CHIEF JUSTICE CUSHING
 SCITUATE, MA

PROJECT ENGINEER

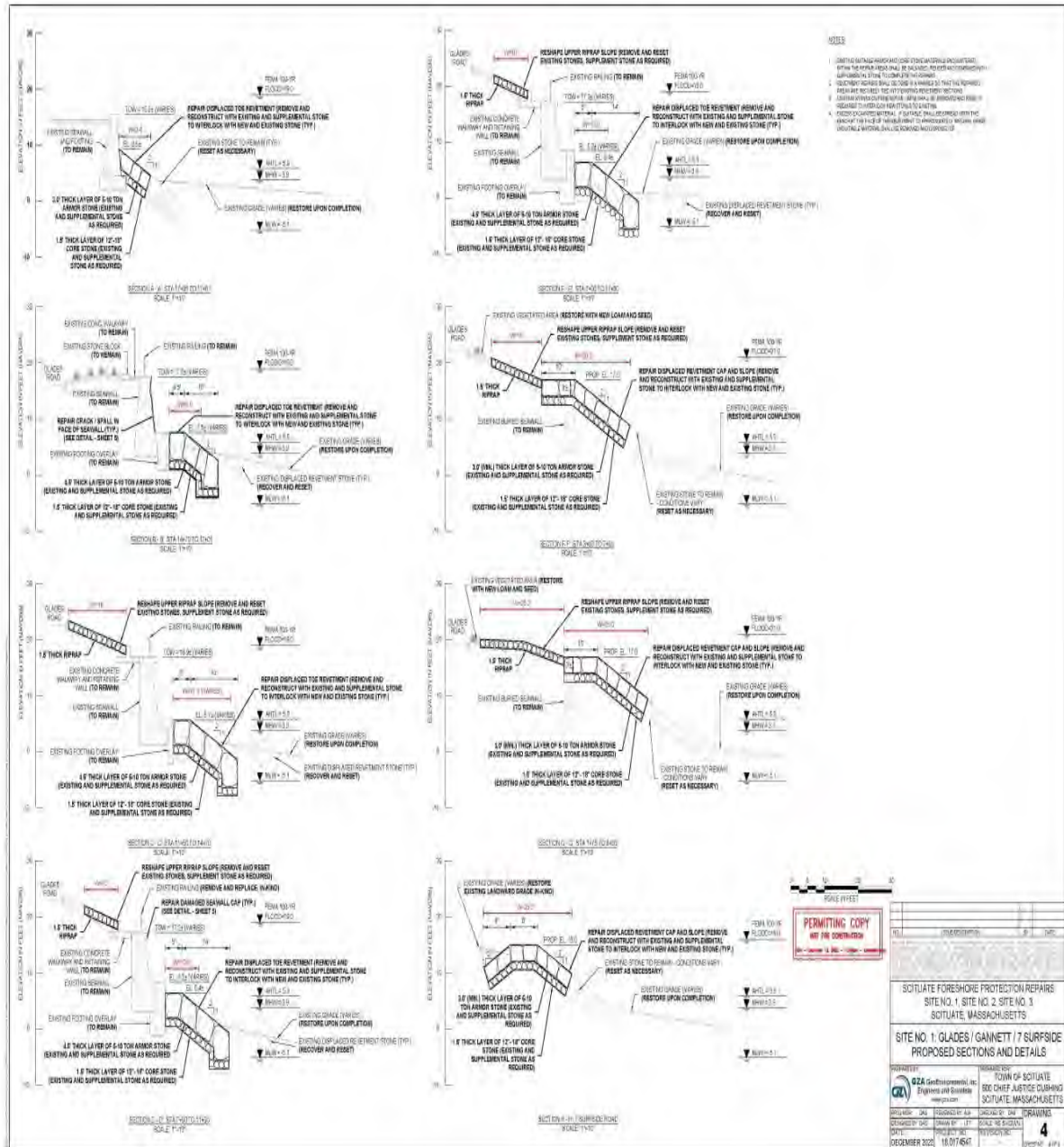
GZA G2A
 GZA GEOENVIRONMENTAL, INC.
 144 ELM STREET
 AMESBURY, MA 01913

INDEX OF DRAWINGS

- 1 COVER SHEET
- 2 PROPOSED WORK PLAN NORTH
- 3 PROPOSED WORK PLAN SOUTH
- 4 PROPOSED SECTIONS AND DETAILS
- 5 PROPOSED ACCESS PAD/RAMP DETAILS

PERMITTING COPY
 NOT FOR CONSTRUCTION
 03 - October 0, 2008 - 12:00 - 12:00

SCITUATE FORESHORE PROTECTION REPAIRS SITE NO. 1, GLADES / GANNETT / 7 SURFSIDE ROAD SCITUATE, MASSACHUSETTS	
COVER SHEET	
PREPARED BY: GZA G2A GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PROJECT NO: TOWN OF SCITUATE MA CHIEF JUSTICE CUSHING SCITUATE, MASSACHUSETTS
PROJECT NO: DATE: 180114047.00 1 SEPTEMBER 2012	DRAWING NO: REVISION NO: 1 SHEET NO. 12.1



Attachment

site 1b: glades and gannett roads seawall & revetment

The foreshore structures along Glades Beach consist of:

- Glades Road/Gannett Road Access Structures (concrete access pad, ramp, walls, and stone revetment);
- Concrete Seawalls;
- Stone Toe Revetments (fronting the Seawalls);
- Full Slope Stone Revetment;
- Upper Rip Rap Slope;
- Glades Beach Access Stairs (four locations), and;
- Concrete Walkways.

Prior structure assessments performed as part of the MCIIAP report updated in 2013:

- Structure ID 068-008-007-006-100 Condition Rating C – Fair and Priority Rating of IV – High Priority. *Cracking and spalling with some larger cracks on the face of the wall. Some undermining on the toe.*
- Structure ID 068-008-007-003-100 Condition Rating C – Fair and Priority Rating of IV – High Priority. *Cracking and spalling along crest and some larger cracks on the face of the wall.*
- Structure ID 068-008-005-001-100 Condition Rating D – Poor and Priority Rating of IV – High Priority. *Revetment displacement and settlement.*
- Structure ID 068-008-004-014-100 Condition Rating C – Fair and Priority Rating of IV – High Priority. *Horizontal cracks developing under re-curve section and revetment displacement.*

The foreshore structures are further described as follows:

2.2.1 Glades Road/Gannett Road Access Structures

The Glades Road/Gannett Road Access Structures are located seaward of the east end of Gannett Road and consist of a reinforced concrete pad approximately 52 feet long, by 22 feet wide; a reinforced concrete ramp approximately 12 feet wide, by 18 feet long; and stone revetment fronting the pad and ramp. Combinations of concrete and stone masonry walls border the concrete pad on the north, west, and south sides. A removable metal barricade or gate is installed seasonally within an opening in the concrete wall on the west side of the pad.

During recent site visit inspections, GZA observed deterioration and damage to the concrete pad and ramp, undermining, and voids extending below the existing concrete access pad, and an approximately 2- to 3-foot drop-off to the existing beach grade from the seaward edge of the existing concrete pad, and displaced revetment armor stones.

2.2.2 Concrete Seawall

There are approximately 1,185 linear feet of concrete seawalls between the Glades Road/Gannett Road Access Structures and the structures associated with #62 Glades Road. The concrete seawalls occur in two segments, one from approximately Station 0+00 to 1+75 and the other from approximately Station 6+93 to 17+03. The top of the concrete seawalls range in elevation from approximately 17 to 17.5 feet NAVD88. The tops of the seawalls range from approximately 3.5 to 5 feet wide, including wave returns. A metal pipe railing is located along the top of the seawalls.

During recent site visit inspections, GZA observed several locations of damaged seawall cap with exposed rebar and missing or damaged wave return. GZA also observed several locations of cracking/spalling along the top and seaward face of the seawall.

Historic drawings associated with the site suggest that a concrete seawall also existed between Station 1+75 to 6+93 and buried remnants consistent with a historic concrete seawall are occasionally exposed and visible below the revetment in this segment.

2.2.3 Stone Toe Revetment

There are approximately 1,185 linear feet of stone toe revetment fronting the concrete seawalls. The toe revetment cross-section varies from approximately 14.5 to 19.0 feet wide, including approximately 4.5- to 5-foot-wide level crest areas at the top of a roughly 2H:1V seaward-facing slope. The top of the stone toe revetment crest varies from approximately elevation 5.7 to 7.5 feet (NAVD88).

During recent site visit inspections, GZA observed displaced and missing revetment stones, and the condition appeared generally consistent with the Town's description of storm-related damage. The revetment armor layer appeared to generally consist of 4 to 10-ton angular stones. Armor stones were frequently observed with poor contact to adjacent stones. Frequent instances of displaced or missing armor stones were observed within the revetment slope. At the time of GZA's inspections, the beach elevation appeared to partially cover areas of the revetment.

2.2.4 Full Slope Stone Revetment

There are approximately 518 linear feet of full slope stone revetment from approximately Station 1+75 to 6+93. The full slope stone revetment cross-section varies from approximately 25 feet to more than 30 feet wide, including an approximately 10-foot-wide level crest area at the top of a roughly 2H:1V seaward-facing slope. The top of the full slope stone revetment is approximately elevation 17.0 feet (NAVD88).

During recent site visit inspections, GZA observed displaced and missing revetment stones, and the condition appeared generally consistent with the Town's description of storm-related damage. The revetment armor layer appeared to generally consist of 4 to 10-ton angular stones. Armor stones were frequently observed with poor contact to adjacent stones. Frequent instances of displaced or missing armor stones were observed within the revetment slope with the finer, granular subgrade or revetment core stone materials exposed below. At the time of GZA's inspections, the beach elevation appeared to partially cover areas of the revetment.

Historic drawings associated with the site suggest that a concrete seawall also existed between Station 1+75 to 6+93 and buried remnants consistent with a historic concrete seawall are occasionally exposed and visible below the revetment in this segment.

2.2.5 Upper Rip Rap Slope

There are approximately 1,408 linear feet, total, of upper rip rap slope from approximately Station 0+00 to 14+63. The upper rip rap slope is interrupted along this segment by crossing concrete walkways, beach access stairs, and a paved parking area (approximately Station 0+20 to 0+60). The upper rip rap slope typically extends upward from the concrete walkways adjacent to the seawalls or crest of the full slope revetment to the seaward edge of Glades Road, except for sparsely vegetated areas between the upper rip rap slope and Glades Road from approximately Station 0+60 to 4+05. The width of the upper rip rap slope varies along its length from approximately 10 to 25 feet wide. The width of the sparsely vegetated areas ranges from approximately 5 to 25 feet wide. The rip rap slope generally consists of an approximately 1.5-foot-thick layer of angular stone. The upper rip rap slope appears to be partially infilled with cementitious grout, over an irregularly shaped area of approximately 300 square feet, approximately between Stations 6+65 and 6+95.

During recent site visit inspections, GZA observed frequent locations with displaced and missing rip rap stones. Several instances of exposed granular subgrade, and occasionally exposed geotextile filter fabric were observed on the upper rip rap slope.

2.2.6 Glades Beach Access Stairs

There are four access stair structures connecting the beach to Glades Road, one each in the vicinity of Stations 3+00, 7+00, 11+50, and 14+65. The overall height, configuration, condition, and other general characteristics of each access stair structure varies. However, each access stair is constructed of reinforced concrete with two or more level landings, parapet walls, and fronting stone revetment integrated into the Stone Toe Revetment described above.

During recent site visit inspections, GZA observed varying degrees of deterioration and damage associated with the Glades Beach Access stairs, including but not limited to concrete cracking/spalling/erosion/loss, exposed steel reinforcement, rounded and deteriorated stair treads, and displaced revetment at the bottom of the stairs. The Town of Scituate repaired the damaged stairs in the fall of 2022.

2.2.7 Concrete Walkway

An approximately 3- to 12-foot-wide concrete walkway is located immediately landward and at the top of the concrete seawalls, from approximately Station 0+00 to 0+63 and Station 7+00 to 16+85. During recent site visits, GZA observed locations of damaged walkway with cracking, deterioration, spalling, and missing concrete.

2.3 site 1c: 7 surfside road revetment

The foreshore structure at 7 Surfside Road consists of an approximately 125-foot-long stone revetment fronting a residential property. During GZA's recent site visits, the exposed portion of the revetment (above existing grades) was approximately 30 feet wide, including a landward-

facing slope, an approximately 8-foot-wide crest at approximately elevation 14 to 15, and a seaward-facing slope of approximately 2H:1V.

Prior drawings by Tibbetts Engineering Corp., dated 1993, indicate the revetment berm was constructed with an approximately 8-foot wide landward-facing slope, an 8-foot-wide crest at elevation 19 feet mean low water (MLW) datum (approximately elevation 14 feet-NAVD88), and an approximately 18-foot-wide seaward-facing 2H:1V slope.

Prior structure assessment performed as part of the MCIIAP report updated in 2013: Structure ID 068-015-001-006-100 Condition Rating D – Poor and Priority Rating of IV – High Priority. *Stone revetment unravelling with dislodged stones and top of coastal bank damage.*

During recent site visit inspections, GZA observed that the revetment armor layer appeared to generally consist of 4 to 10-ton angular stones. Various displaced or missing armor stones were observed within the revetment slope. Armor stones were frequently observed with poor contact to adjacent stones. The revetment appeared to also consist of various rubble fill, possible cementitious grout, and remnant deteriorated concrete and masonry structures or debris. Landside erosion and scour at the top of the revetment was observed throughout.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

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

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

July 14, 2022

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

RE: Minor Project Modification to Division of Waterways Contract No.'s 287, 929 & 2351
Site 1 – Glades & Gannet Roads and 7 Surfside Road, Scituate

Dear Mr. Smith:

The Department has reviewed your request on behalf of the Town of Scituate to modify the above referenced Contracts which are recognized as Chapter 91 authorizations by the Department. The project involves in-kind repairs including the reconstruction of portions of the existing stone revetment, seawall cap and crack repairs, and reconstruction/repairs to existing concrete ramps, pads and access stairs. Work will occur within the general footprint of existing structures. The proposed modifications are shown on a plan titled, "Scituate Foreshore Protection Repairs, Site No. 1: Glades / Gannet / 7 Surfside Road, Scituate, MA", prepared by GZA GeoEnvironmental, Inc., (5 sheets) dated February 2022.

The Department has determined that pursuant to 310 CMR 9.22, the activity constitutes a minor project modification, which represents an insignificant deviation from the original specifications of the license, and as such this activity does not require a new or amended license. Please note that other local, state and federal requirements may apply.

If you have any questions pertaining to this matter, please do not hesitate to contact me at (508) 946-2730.

Sincerely,

David E. Hill

David E. Hill
Environmental Engineer
Wetlands & Waterways Program

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

A. General Information

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

1. From: SCITUATE
Conservation Commission

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

3. To: Applicant:

a. First Name _____ b. Last Name _____

Town of Scituate, DPW

c. Organization _____

600 Chief Justice Cushing Hwy

d. Mailing Address _____

Scituate _____ MA _____ 02066

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

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____

c. Organization _____

d. Mailing Address _____

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

5. Project Location:

Glades Rd N Scituate _____ Scituate _____

a. Street Address _____ b. City/Town _____

8, 5, 15 _____ 5-4-33-F, 5-4-32, 8-1-4, 15-1-6 _____

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

Latitude and Longitude, if known: 42d14m04.93s _____ 70d45m36.10s _____

d. Latitude _____ e. Longitude _____





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68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

A. General Information (cont.)

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

PLYMOUTH

a. County

2903

b. Certificate Number (if registered land)

157

c. Book

d. Page

7. Dates: 2/26/2024 3/18/2024 4/2/2024
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Site No 1 - Glades - Gannett - 7 Surfside Proposed Work Plan

a. Plan Title

GZA

Anders B Bjarngard, PE

b. Prepared By

c. Signed and Stamped by

February 2024

d. Final Revision Date

e. Scale

f. Additional Plan or Document Title

g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

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

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

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

Approved subject to:

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

B. Findings (cont.)

Denied because:

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

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

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



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Bureau of Resource Protection - Wetlands

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Provided by MassDEP:

68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

B. Findings (cont.)

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

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input checked="" type="checkbox"/> Coastal Beaches	<u>35,548 temp</u> a. square feet	<u>35,548 temp</u> b. square feet	<u> </u> c. nourishment	<u> </u> d. nourishment
14. <input type="checkbox"/> Coastal Dunes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment	<u> </u> d. nourishment
15. <input checked="" type="checkbox"/> Coastal Banks	<u>1,890</u> a. linear feet	<u>1,890</u> b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	<u> </u> a. square feet	<u> </u> b. square feet		
17. <input type="checkbox"/> Salt Marshes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	<u> </u> a. c/y dredged	<u> </u> b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	<u>53,860</u> a. square feet	<u>53,860</u> b. square feet		
22. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:
 68-3099
 MassDEP File #

eDEP Transaction #
 SCITUATE
 City/Town

B. Findings (cont.)

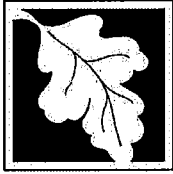
* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. Restoration/Enhancement *:
 a. square feet of BVW _____ b. square feet of salt marsh _____
24. Stream Crossing(s):
 a. number of new stream crossings _____ b. number of replacement stream crossings _____

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 4/2/2027 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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Bureau of Resource Protection - Wetlands

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and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:

68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 68-3099"
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

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

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

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

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:

68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

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

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
 - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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

Provided by MassDEP:

68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

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

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

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

SEE ATTACHED

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The SCITUATE hereby finds (check one that applies):
Conservation Commission
 - a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw	2. Citation
Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.	
 - b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Town of Scituate Code of Bylaws	30700
1. Municipal Ordinance or Bylaw	2. Citation
3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

SEE ATTACHED PAGES 1-3



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3099

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

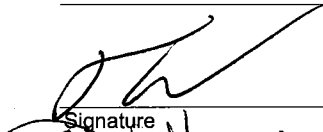
4/2/2024
1. Date of Issuance

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

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.


Signature

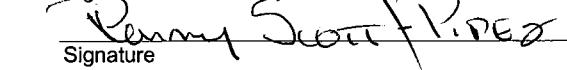
Frank Snow

Printed Name


Signature

Richard Harding

Printed Name


Signature

Penny Scott-Pipes

Printed Name

Signature

Jen Foley

Printed Name

Signature

Doug Aaberg

Printed Name


Signature

Brendan Collins

Printed Name

Signature

Eric DiTommaso

Printed Name

Signature

Printed Name

by hand delivery on

by certified mail, return receipt requested, on

Date

4/2/2024
Date



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SCITUATE

City/Town

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



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City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

SCITUATE

Conservation Commission

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

To:

SCITUATE

Conservation Commission

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

0 Glades Rd, North Scituate

Project Location

68-3099

MassDEP File Number

Has been recorded at the Registry of Deeds of:

PLYMOUTH

County

Book

Page

for: Town of Scituate
Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

4/2/2024

Date

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

Instrument Number

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

Document Number

Signature of Applicant

REQUIRED NOTIFICATION PROCEDURES

- #1. This Order is to be reviewed at an on-site meeting, scheduled by the applicant, attended by his supervising professionals and the Conservation Commission or its Agent. This meeting must be held prior to implementation and construction of the project. The purpose of this meeting is to avoid any conflict in interpretation of these orders and to make any needed field adjustments required by on-site conditions.
- #2. Prior to the start of work at the site, or within three (3) weeks of the date of issue of the Final Order, whichever comes first, the Order of Conditions shall be recorded at the Registry of Deeds as noted in standard condition #8. Failure to comply with this condition shall be deemed cause to revoke this Order of Conditions. If this Order of Conditions is **NOT** recorded at the Registry of Deeds within **60 days** it will be considered expired.
- #3. The Commission shall be notified in writing seven (7) days in advance of the start of construction under this Order.
- #4. Prior to the start of work, the applicant shall inform the Commission in writing of the name(s), address(es), business and home phone number(s) of both the project supervisor(s) who will be responsible for assuring on site compliance with this Order, and/or his/her alternates.
- #5. A sequence of Construction shall be submitted to and approved by the Commission prior to the start of work, in order that appropriate monitoring of the project may take place.
- #6. Failure to post a sign as required in Order #9 above will result in the issuance of a stop-work order by the Commission. The sign shall conform to the Town of Scituate's Sign By-Law, may not be attached to any living tree, and shall be placed so that it is clearly visible from a public right of way.

ADMINISTRATIVE ORDERS

- #7. This Order of Conditions indicates compliance with Chapter 131 s40 of the General Laws of the Commonwealth of Massachusetts (the Wetlands Protection Act) and Section 30700 of the Town of Scituate Code of Bylaws (the Town of Scituate Wetlands Protection Bylaw) and shall not be interpreted as indicating the Commission's approval of any filing under Chapter 14 s470 of the Town of Scituate Code of Bylaws (the Town of Scituate Floodplain and Watershed Protection District Bylaw) or any other Bylaw or State or Federal Statute.
- #8. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be party to all agency proceedings and hearings before the Department.
- #9. With respect to all conditions the Conservation Commission designates the Conservation Agent as its administrative agent with full powers to act on its behalf in administering and enforcing this Order.
- #10. A Conservation Commissioner or the Commission's Agent shall have the right to halt all work on the site if the Commissioner or Agent determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply with the Order of Conditions, and has so notified the applicant in writing.
- #11. Failure to comply with all conditions herein and with all related statutes and other regulatory measures shall be deemed cause to modify or revoke this Order.
- #12. This Order conditions the work described in the Notice of Intent and the plans referenced herein. No work outside the scope of these plans is authorized. Any and all additional work or changes within an area subject to the jurisdiction of the Commission and not shown on the approved plans requires a submittal to the Commission for approval. If the Commission deems it necessary, it reserves the right to require either a request for an Amended Order of Conditions or a new Notice

of Intent. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

- #13. Any field changes found to be necessary, including compliance with directives of the Building Inspector or Board of Health, shall be considered as changes and shall require the approval of the Commission.
- #14. If any unforeseen problem(s) occurs during construction, which affects any of the statutory interests of the Wetlands Protection Act, upon discovery, the applicant/developer shall contact the Conservation Commission, or its Agent, and/or the Conservation Commission or its Agent may upon discovery stop work at once and an immediate meeting shall be held. Work shall not recommence until authorized in writing by the Commission.
- #15. The Commission reserves the right to call job meetings with the Applicant or his/her successor(s) in assign or control when necessary to relate concerns regarding work performed under this Order.
- #16. This document shall be included in all construction specifications dealing with the work proposed and shall supersede other contract requirements.
- #17. During the construction for this project, an on-site foreman, directing engineer, or a designated construction manager shall have a copy of this Order and the plans referenced herein at the site, shall familiarize him/herself with the conditions of this permit, and shall adhere to said conditions. The excavating subcontractor shall also have a copy of this Order at the site, shall familiarize himself/herself with the conditions of this permit, and shall adhere to said conditions.
- #18. The areas of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and maintained or reinforced if necessary.

RESOURCE PROTECTION/CONSTRUCTION EQUIPMENT

- #19. All construction equipment shall be stored in such a manner so as to not introduce any pollutants into any resource areas, and in no event shall there be any spillage of fuel, oil or other pollutants into any resource area.
- #20. There shall be no fueling of equipment when it is on the coastal beach.
- #21. There shall be no washing of equipment anywhere on the site.
- #22. No equipment shall be seaward of the seawall, except during hours of construction.
- #23. Concrete and rubble removed in repair of the structure shall be removed daily from the beach and disposed of in a manner approved by the Commission.
- #25. The proposed repairs should remain within the project footprint to avoid seaward encroachment and habitat alteration.
- #25. As much work as possible should be conducted from the upland side of the seawall to minimize impacts on the intertidal area.

SPECIAL CONDITIONS

- #26. **These orders and conditions herein rely on the project design prepared by the applicant's engineers, architect, or other professionals. If during or after construction the approved designs prove to be inadequate for whatever reason, the Commission may require the redesign and/or reconstruction of any element of the project.**
- #27. **These steps shall be taken before any work begins:**

1. **Record Order of Conditions at the Registry of Deeds**
 2. **Return proof of recording to the Conservation office**
 3. **Submit a letter with contractors' name, address and telephone number; pictures of the site with the required erosion controls properly installed as shown on the approved plan; and a photo of the DEP File Number sign properly displayed, 72 hours prior to the commencement of any construction activities and/or site alterations.**
 4. **Any changes to the approved project and/or approved site plan must be approved by the Conservation Commission and/or the Conservation Agent. Significant changes to the approved site plan may require a new filing with the Conservation Commission.**
 5. **Any required special conditions by NHESP will be part of the Order of Conditions.**
- #28. A preconstruction meeting with the contractor is required for this project before work begins.**

CERTIFICATION

- #29.** After the project is completed or substantially completely and before a Certificate of Compliance is issued, a typed statement and an as-built, including all grading, shall be provided to the Commission. The statement shall enumerate: 1) what work has been completed in conformance with the approved plans, and this Order; 2) what work has been completed in non-conformance with the approved plans and this Order; and 3) what work is still to be done. This statement shall refer to the appropriate Order of Condition number(s). It shall be on the letterhead of and be signed and stamped by a Registered Professional Engineer or other appropriate professional. It shall include the date and time the inspection was made. This request shall be accompanied by a certified copy of the Order as recorded at the Registry of Deeds with the appropriate recording information.
- #30.** No Partial Certificate of Compliance will be issued until all new or replaced plantings have been completed. No full Certificate of Compliance shall be issued until the plantings have been observed for two growing seasons, at which time a Certificate may be issued or additional measures taken to assure the revegetation of the affected area.



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

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

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

A. Request Information

1. Location of Project

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

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

4. DEP File Number:

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



B. Instructions

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

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



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

DEP File Number:

Provided by DEP

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

B. Instructions (cont.)

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

Department of Environmental Protection
Box 4062
Boston, MA 02211

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



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

March 5, 2024

Regulatory Division
File Number: NAE-2022-01702

Sean McCarthy
Town of Scituate, Department of Public Works, Engineering Division
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02060
Sent by email: smccarthy@scituatema.gov

Dear Mr. McCarthy:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to perform in-kind repairs to storm-damaged shoreline structures. Work includes repairs to about 50 LF of existing, damaged stone revetments. The width of the project will be limited to its historic footprint of 28 feet wide. Work will be performed during favorable ocean and tidal conditions and will impact 2,164 square feet of the intertidal area from temporary material and construction access. This project is located in the Atlantic Ocean at 91 Surfside Road, Massachusetts. The work is shown on the enclosed plans titled "Scituate Foreshore Protection Repairs," on 3 sheets, and dated "July 2022."

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

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

You must complete and return the enclosed Certificate of Compliance within one month following the completion of the authorized work.

This authorization expires on June 1, 2028. You must commence or have under contract to commence the work authorized herein by June 1, 2028, and complete the work by June 1, 2029. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction

methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

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

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

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

Please contact Abigail Thrall of my staff at abigail.e.thrall@usace.army.mil or (978) 778-6479 if you have any questions.

Sincerely,

Paul Maniccia

Paul Maniccia
Chief, Permits & Enforcement Section
Regulatory Division

cc:

David Smith, GZA GeoEnvironmental, Inc., david.smith@gza.com
Ed Reiner, U.S. EPA, Region 1, Boston, MA, reiner.ed@epa.gov
Rachel Croy, U.S. EPA, Region 1, Boston, MA, croy.rachel@epa.gov
Kaitlyn Shaw, NMFS, Gloucester, MA; kaitlyn.shaw@noaa.gov
Sean Duffey, Coastal Zone Management, Boston, MA, sean.duffey@mass.gov
Maissoun Reda, Chief, DEP SERO, Wetlands and Waterways, Lakeville, MA;
maissoun.reda@mass.gov
MassDEP-WRP, Boston, MA; dep.waterways@mass.gov
David Robinson, MA Board of Underwater Archaeological Resources (BUAR);
david.s.robinson@mass.gov
Scituate Conservation Commission, pshea@town.scituate.ma.us



**US Army Corps
of Engineers**®
New England District

COMPLIANCE CERTIFICATION FORM

(Minimum Notice: Permittee must sign and return notification within one month of the completion of work.)

Permit Number: _____

Project Manager: _____

Name of Permittee: _____

Permit Issuance Date: _____

Note: Choose one of the following. Choose the 2nd when mitigation required.

Please sign this certification and return it to our office upon completion of the activity.

Please sign this certification and return it to our office upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not after the mitigation monitoring, which requires separate submittals.

```

*****
* E-MAIL TO: cenae-r-ma@usace.army.mil; or *
* * * * *
* MAIL TO: Massachusetts Section *
* Regulatory Division *
* U.S. Army Corps of Engineers, New England District *
* 696 Virginia Road *
* Concord, MA 01742-2751 *
*****

```

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

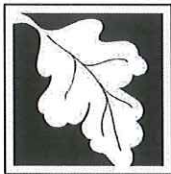
Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number



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

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3105

MassDEP File #

eDEP Transaction #

SCITUATE

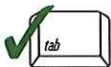
City/Town

A. General Information

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

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

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



a. First Name Town of Scituate, DPW b. Last Name _____
c. Organization _____
600 Chief Justice Cushing Hwy
d. Mailing Address _____
Scituate MA 02066
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____
c. Organization _____
d. Mailing Address _____
e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

91 Surfside North Scituate Scituate
a. Street Address b. City/Town
15 1-45, 1-46-F
c. Assessors Map/Plat Number d. Parcel/Lot Number
Latitude and Longitude, if known: 42d13m39.39s 70d45m16.82s
d. Latitude e. Longitude



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:
 68-3105
 MassDEP File # _____
 eDEP Transaction # _____
 SCITUATE
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
 PLYMOUTH
- | | |
|-----------|--|
| a. County | b. Certificate Number (if registered land) |
| 625 | 10 |
| c. Book | d. Page |
7. Dates:
- | | | |
|--------------------------------|-------------------------------|---------------------|
| 3/23/2024 | 4/24/2024 | 5/8/24 |
| a. Date Notice of Intent Filed | b. Date Public Hearing Closed | c. Date of Issuance |
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
 Site No. 2 - 91 Surfside Road - Proposed Work Plan
- | | | |
|--|--------------------------------------|--------------------------|
| a. Plan Title | b. Prepared By | c. Signed and Stamped by |
| GZA | March 2024 | Anders B Bjarngard, PE |
| d. Final Revision Date | f. Additional Plan or Document Title | e. Scale |
| Scituate Foreshore Protection Repairs - Scituate, MA | March 2024 | as indicated |
| | | g. Date |

B. Findings

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

- | | | |
|--|--|---|
| a. <input type="checkbox"/> Public Water Supply | b. <input checked="" type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input type="checkbox"/> Groundwater Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control |

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

Approved subject to:

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
68-3105
MassDEP File # _____

eDEP Transaction # _____
SCITUATE
City/Town

B. Findings (cont.)

Denied because:

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

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

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



WPA Form 5 – Order of Conditions

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

B. Findings (cont.)

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

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input checked="" type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input checked="" type="checkbox"/> Coastal Beaches	2385 temp a. square feet	2385 temp b. square feet	cu yd c. nourishment	cu yd d. nourishment
14. <input checked="" type="checkbox"/> Coastal Dunes	1148 temp a. square feet	1148 temp b. square feet	cu yd c. nourishment	cu yd d. nourishment
15. <input checked="" type="checkbox"/> Coastal Banks	50 a. linear feet	50 b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	2737 a. square feet	2737 b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and 30700 of the Town of Scituate Code of Bylaws

Provided by MassDEP:
 68-3105
 MassDEP File #

eDEP Transaction #
 SCITUATE
 City/Town

B. Findings (cont.)

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

23. Restoration/Enhancement *:

_____ a. square feet of BWV

_____ b. square feet of salt marsh

24. Stream Crossing(s):

_____ a. number of new stream crossings

_____ b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 5/8/2027 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
68-3105

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 68-3105 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3105

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

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

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

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

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
68-3105
MassDEP File #

eDEP Transaction #
SCITUATE
City/Town

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

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

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

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

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

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

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

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

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
68-3105
MassDEP File #

eDEP Transaction #
SCITUATE
City/Town

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

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

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

SEE ATTACHED

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
68-3105
MassDEP File #

eDEP Transaction #
SCITUATE
City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The SCITUATE Conservation Commission hereby finds (check one that applies):
 - a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw	2. Citation
---------------------------------	-------------

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

<u>Town of Scituate Code of Bylaws</u>	<u>30700</u>
1. Municipal Ordinance or Bylaw	2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

SEE ATTACHED PAGES 1-3



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3105

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

5/8/2024
1. Date of Issuance


Please indicate the number of members who will sign this form.
This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.


Signature

Frank Snow
Printed Name


Signature

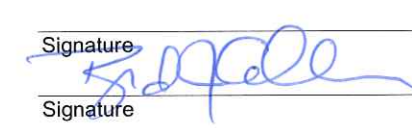
Richard Harding
Printed Name


Signature

Penny Scott-Pipes
Printed Name

Signature

Jen Foley
Printed Name


Signature

Doug Aaberg
Printed Name

Signature

Brendan Collins
Printed Name

Signature

Eric DiTommaso
Printed Name

Signature

Printed Name

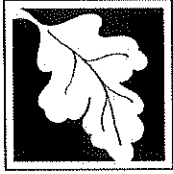
by hand delivery on

by certified mail, return receipt requested, on

Date

Date

5/8/2024



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3105

MassDEP File #

eDEP Transaction #

SCITUATE

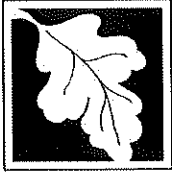
City/Town

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
68-3105
MassDEP File #

eDEP Transaction #
SCITUATE
City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

SCITUATE

Conservation Commission

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

To:

SCITUATE

Conservation Commission

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

91 Surfside North Scituate

Project Location

68-3105

MassDEP File Number

Has been recorded at the Registry of Deeds of:

PLYMOUTH

County

Book

Page

for:

Town of Scituate

Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

5/8/2024

Date

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

Instrument Number

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

Document Number

Signature of Applicant

REQUIRED NOTIFICATION PROCEDURES

- #1. This Order is to be reviewed at an on-site meeting, scheduled by the applicant, attended by his supervising professionals and the Conservation Commission or its Agent. This meeting must be held prior to implementation and construction of the project. The purpose of this meeting is to avoid any conflict in interpretation of these orders and to make any needed field adjustments required by on-site conditions.
- #2. Prior to the start of work at the site, or within three (3) weeks of the date of issue of the Final Order, whichever comes first, the Order of Conditions shall be recorded at the Registry of Deeds as noted in standard condition #8. Failure to comply with this condition shall be deemed cause to revoke this Order of Conditions. If this Order of Conditions is **NOT** recorded at the Registry of Deeds within **60 days** it will be considered expired.
- #3. The Commission shall be notified in writing seven (7) days in advance of the start of construction under this Order.
- #4. Prior to the start of work, the applicant shall inform the Commission in writing of the name(s), address(es), business and home phone number(s) of both the project supervisor(s) who will be responsible for assuring on site compliance with this Order, and/or his/her alternates.
- #5. A sequence of Construction shall be submitted to and approved by the Commission prior to the start of work, in order that appropriate monitoring of the project may take place.
- #6. Failure to post a sign as required in Order #9 above will result in the issuance of a stop-work order by the Commission. The sign shall conform to the Town of Scituate's Sign By-Law, may not be attached to any living tree, and shall be placed so that it is clearly visible from a public right of way.

ADMINISTRATIVE ORDERS

- #7. This Order of Conditions indicates compliance with Chapter 131 s40 of the General Laws of the Commonwealth of Massachusetts (the Wetlands Protection Act) and Section 30700 of the Town of Scituate Code of Bylaws (the Town of Scituate Wetlands Protection Bylaw) and shall not be interpreted as indicating the Commission's approval of any filing under Chapter 14 s470 of the Town of Scituate Code of Bylaws (the Town of Scituate Floodplain and Watershed Protection District Bylaw) or any other Bylaw or State or Federal Statute.
- #8. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be party to all agency proceedings and hearings before the Department.
- #9. With respect to all conditions the Conservation Commission designates the Conservation Agent as its administrative agent with full powers to act on its behalf in administering and enforcing this Order.
- #10. A Conservation Commissioner or the Commission's Agent shall have the right to halt all work on the site if the Commissioner or Agent determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply with the Order of Conditions, and has so notified the applicant in writing.
- #11. Failure to comply with all conditions herein and with all related statutes and other regulatory measures shall be deemed cause to modify or revoke this Order.
- #12. This Order conditions the work described in the Notice of Intent and the plans referenced herein. No work outside the scope of these plans is authorized. Any and all additional work or changes within an area subject to the jurisdiction of the Commission and not shown on the approved plans requires a submittal to the Commission for approval. If the Commission deems it necessary, it reserves the right to require either a request for an Amended Order of Conditions or a new Notice

of Intent. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

- #13. Any field changes found to be necessary, including compliance with directives of the Building Inspector or Board of Health, shall be considered as changes and shall require the approval of the Commission.
- #14. If any unforeseen problem(s) occurs during construction, which affects any of the statutory interests of the Wetlands Protection Act, upon discovery, the applicant/developer shall contact the Conservation Commission, or its Agent, and/or the Conservation Commission or its Agent may upon discovery stop work at once and an immediate meeting shall be held. Work shall not recommence until authorized in writing by the Commission.
- #15. The Commission reserves the right to call job meetings with the Applicant or his/her successor(s) in assign or control when necessary to relate concerns regarding work performed under this Order.
- #16. This document shall be included in all construction specifications dealing with the work proposed and shall supersede other contract requirements.
- #17. During the construction for this project, an on-site foreman, directing engineer, or a designated construction manager shall have a copy of this Order and the plans referenced herein at the site, shall familiarize him/herself with the conditions of this permit, and shall adhere to said conditions. The excavating subcontractor shall also have a copy of this Order at the site, shall familiarize himself/herself with the conditions of this permit, and shall adhere to said conditions.
- #18. The areas of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and maintained or reinforced if necessary.

RESOURCE PROTECTION/CONSTRUCTION EQUIPMENT

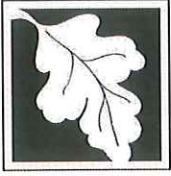
- #19. Construction activity, including staging of construction material and equipment as well as equipment transit to and from the construction site, should avoid intertidal habitat to the greatest extent practicable. As much work as possible should be conducted from the upland portion of the revetment to avoid compaction of intertidal sediment.
- #20. All construction equipment shall be stored in such a manner so as to not introduce any pollutants into any resource areas, and in no event shall there be any spillage of fuel, oil or other pollutants into any resource area.
- #21. There shall be no fueling of equipment when it is on the coastal beach.
- #22. There shall be no washing of equipment anywhere on the site.
- #23. No equipment shall be seaward of the seawall, except during hours of construction.
- #24. Concrete and rubble removed in repair of the structure shall be removed daily from the beach and disposed of in a manner approved by the Commission.
- #25. Armor stones should not be stored in the intertidal area during construction.
- #26. Construction activity, including staging of construction material and equipment as well as equipment transit to and from the construction site, should avoid intertidal habitat to the greatest extent practicable.

SPECIAL CONDITIONS

- #27.** These orders and conditions herein rely on the project design prepared by the applicant's engineers, architect, or other professionals. If during or after construction the approved designs prove to be inadequate for whatever reason, the Commission may require the redesign and/or reconstruction of any element of the project.
- #28.** These steps shall be taken before any work begins:
- 1.** Record Order of Conditions at the Registry of Deeds
 - 2.** Return proof of recording to the Conservation office
 - 3.** Submit a letter with contractors' name, address and telephone number; pictures of the site with the required erosion controls properly installed as shown on the approved plan; and a photo of the DEP File Number sign properly displayed, 72 hours prior to the commencement of any construction activities and/or site alterations.
 - 4.** Any changes to the approved project and/or approved site plan must be approved by the Conservation Commission and/or the Conservation Agent. Significant changes to the approved site plan may require a new filing with the Conservation Commission.
 - 5.** Any required special conditions by NHESP will be part of the Order of Conditions.
- #29.** A preconstruction meeting with the contractor is required for this project before work begins.

CERTIFICATION

- #30.** After the project is completed or substantially completely and before a Certificate of Compliance is issued, a typed statement and an as-built, including all grading, shall be provided to the Commission. The statement shall enumerate: 1) what work has been completed in conformance with the approved plans, and this Order; 2) what work has been completed in non-conformance with the approved plans and this Order; and 3) what work is still to be done. This statement shall refer to the appropriate Order of Condition number(s). It shall be on the letterhead of and be signed and stamped by a Registered Professional Engineer or other appropriate professional. It shall include the date and time the inspection was made. This request shall be accompanied by a certified copy of the Order as recorded at the Registry of Deeds with the appropriate recording information.
- #31.** No Partial Certificate of Compliance will be issued until all new or replaced plantings have been completed. No full Certificate of Compliance shall be issued until the plantings have been observed for two growing seasons, at which time a Certificate may be issued or additional measures taken to assure the revegetation of the affected area.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number:

Request for Departmental Action Fee Transmittal Form

Provided by DEP

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

A. Request Information

1. Location of Project

a. Street Address	b. City/Town, Zip
c. Check number	d. Fee amount

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

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

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

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

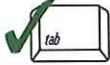
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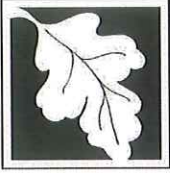
B. Instructions

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

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

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





Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee

Transmittal Form

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

DEP File Number:

Provided by DEP

B. Instructions (cont.)

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

Department of Environmental Protection
Box 4062
Boston, MA 02211

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



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

January 5, 2024

Regulatory Division
File Number: NAE-2022-01701

Sean McCarthy
Town of Scituate, Department of Public Works, Engineering Division
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02060
Sent by email: smccarthy@scituatema.gov

Dear Mr. McCarthy:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to perform in-kind repairs to existing storm-damaged shoreline structures. The structures extend over 720 linear feet of shoreline. Work includes repairs to 290 LF of the concrete seawall, 290 LF of the stone toe revetment, and 430 LF of the full slope stone revetment. Equipment access and work staging will be performed from the landside of the structures. While work will occur above MHW, it will require temporary equipment access to the beach during favorable tidal and ocean conditions. This project is located in the Atlantic Ocean at Seaside Road, Scituate, Massachusetts. The work is shown on the enclosed plans titled "Scituate Foreshore Protection Repairs," on 3 sheets, and dated "July 2022."

Based on the information that you have provided, we verify that the activity is authorized under General Permit # 3 of the June 2, 2023, federal permit known as the Massachusetts General Permits (GPs). The GPs are available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit>.

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

- You must complete and return the enclosed Certificate of Compliance within one month following the completion of the authorized work.

This authorization expires on June 1, 2028. You must commence or have under contract to commence the work authorized herein by June 1, 2028, and complete the work by June 1, 2029. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized

herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

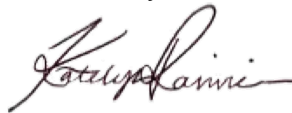
This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

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

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

Please contact Abigail Thrall of my staff at abigail.e.thrall@usace.army.mil or (978) 778-6479 if you have any questions.

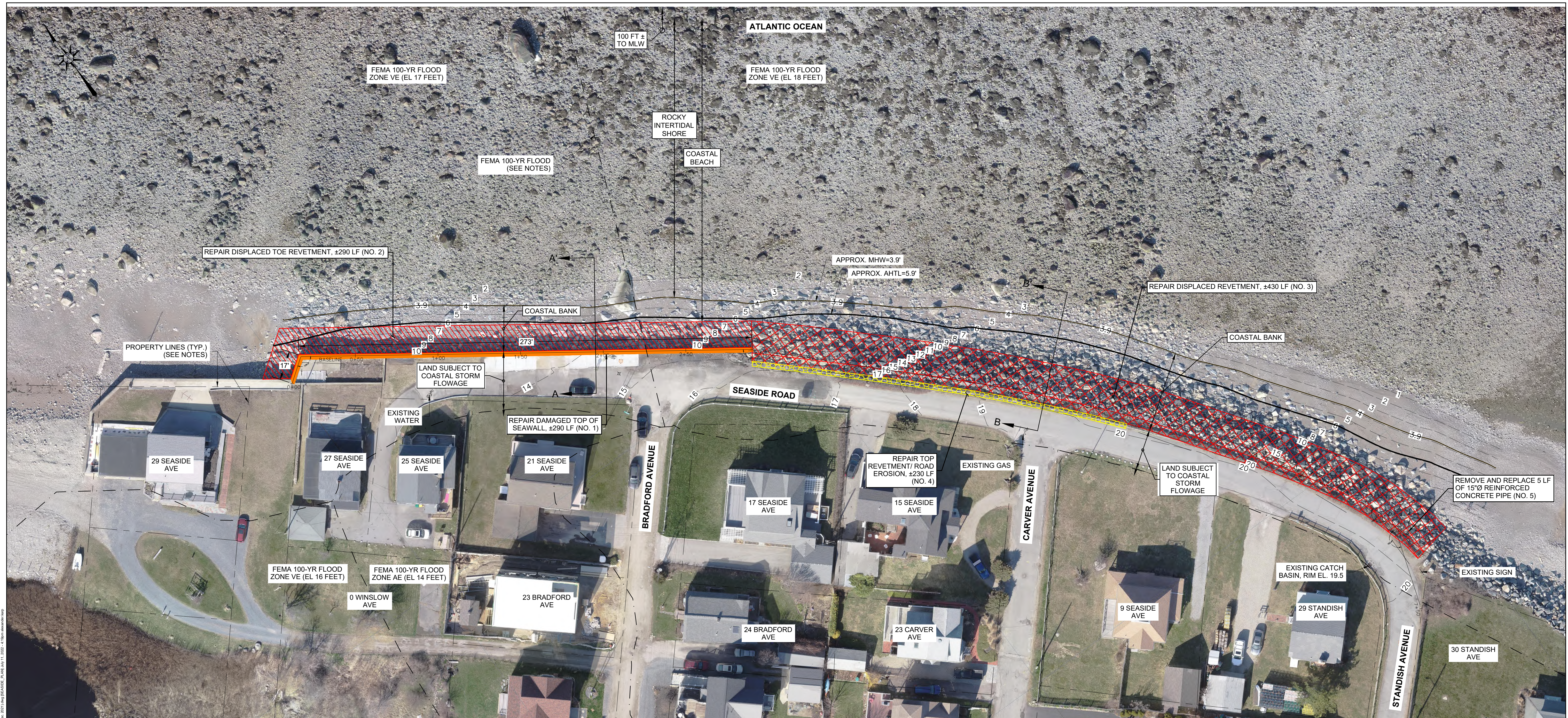
Sincerely,



for Paul M. Maniccia
Chief, Permits & Enforcement Branch
Regulatory Division

cc:

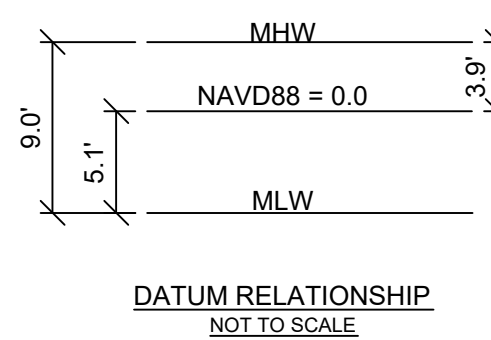
David Smith, GZA GeoEnvironmental, Inc., david.smith@gza.com
Ed Reiner, U.S. EPA, Region 1, Boston, MA, reiner.ed@epa.gov
Rachel Croy, U.S. EPA, Region 1, Boston, MA, croy.rachel@epa.gov
Kaitlyn Shaw, NMFS, Gloucester, MA; kaitlyn.shaw@noaa.gov
Sean Duffey, Coastal Zone Management, Boston, MA, sean.duffey@mass.gov
Maissoun Reda, Chief, DEP SERO, Wetlands and Waterways, Lakeville, MA;
maissoun.reda@mass.gov
MassDEP-WRP, Boston, MA; dep.waterways@mass.gov
David Robinson, MA Board of Underwater Archaeological Resources (BUAR);
david.s.robinson@mass.gov
Scituate Conservation Commission, pshea@town.scituate.ma.us



PROPOSED WORK TABLE: PW 00379 RILEY

ITEM NO.	DESCRIPTION	DIMENSIONS - PW	DIMENSIONS - GZA	LOCATION	NOTES
1	SEAWALL REPAIR	250 LF	290 LF	STA 0+00 TO 2+90	
2	TOE REVETMENT REPAIR	240 LF	290 LF	STA 0+00 TO 2+90	
3	REVTMENT REPAIR	430 LF	430 LF	STA 2+90 TO 7+20	
4	TOP REVETMENT / ROAD EROSION REPAIR	230 LF	230 LF	STA 2+90 TO 5+20	
5	CONCRETE PIPE REPAIR	5 LF	5 LF	STA 7+07 ±	

- GENERAL NOTES:**
- ELEVATIONS ARE IN FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88); MLW=-5.07, NAVD88=0.00, MHW=3.87, AHTL=5.93. TIDAL DATUM REFERENCED TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) STATION ID 8445138 FOR SCITUATE HARBOR, SCITUATE, MA.
 - LIMITED TOPOGRAPHIC SURVEY AND SITE OBSERVATIONS PERFORMED BY GZA GEOENVIRONMENTAL, INC. ON MARCH 16 AND APRIL 14, 2020 AND REPRESENTS CONDITIONS AT THE TIME OF THE SURVEY AND OBSERVATIONS.
 - CONTOURS SHOWN ARE EXISTING GRADE CONTOURS BASED ON THE SURVEY BY GZA GEOENVIRONMENTAL, INC. REFER TO PROPOSED SECTIONS AND DETAILS FOR PROPOSED GRADES AND WORK TEMPLATE.
 - ORTHOMOSAIC IMAGES DEVELOPED BY GREENMAN-PEDERSEN, INC. ON APRIL 6, 2020 USING UNMANNED AIRCRAFT SYSTEM FLIGHTS AT AN ALTITUDE OF APPROXIMATELY 150 TO 200 FEET. ELECTRONIC FILES WERE SENT TO GZA GEOENVIRONMENTAL, INC. ON APRIL 9, 2020.
 - PROPERTY LINES AND FEMA FLOOD ZONES WERE TAKEN FROM MOST RECENT AVAILABLE DATA FROM MA GIS DATABASE.



PROPOSED WORK PLAN: SEASIDE ROAD
SCALE: 1"=30'

LEGEND

- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- MEAN HIGH WATER (MHW)
- FEMA FLOOD ZONES
- PROPERTY LINES
- [Red diagonal hatching] REPAIR DISPLACED TOE REVETMENT
- [Red cross-hatching] REPAIR DISPLACED REVETMENT SLOPE
- [Orange solid] REPAIR DAMAGED SEAWALL
- [Yellow hexagonal pattern] TOP REVETMENT / ROAD EROSION REPAIR



PERMITTING COPY
NOT FOR CONSTRUCTION
GZA - July 11, 2022 - 4:19pm - alexander.karp

NO.	ISSUE/DESCRIPTION	BY	DATE

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

**SCITUATE FORESHORE PROTECTION REPAIRS
SITE 3: SEASIDE ROAD
SCITUATE, MASSACHUSETTS**

PROPOSED WORK PLAN

PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR: TOWN OF SCITUATE 600 CHIEF JUSTICE CUSHING SCITUATE, MASSACHUSETTS
PROJ MGR: DAS DESIGNED BY: DAS DATE: JULY 2022	REVIEWED BY: AJK DRAWN BY: LFT PROJECT NO.: 18.0174547.00
CHECKED BY: DAS	DRAWING REVISION NO.: 2 SCALE: AS SHOWN SHEET NO. 2 OF 3



**US Army Corps
of Engineers**®
New England District

COMPLIANCE CERTIFICATION FORM

(Minimum Notice: Permittee must sign and return notification within one month of the completion of work.)

Permit Number: _____

Project Manager: _____

Name of Permittee: _____

Permit Issuance Date: _____

Note: Choose one of the following. Choose the 2nd when mitigation required.

Please sign this certification and return it to our office upon completion of the activity.

Please sign this certification and return it to our office upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not after the mitigation monitoring, which requires separate submittals.

```

*****
* E-MAIL TO: cenae-r-ma@usace.army.mil; or *
* * *
* MAIL TO: Massachusetts Section *
* Regulatory Division *
* U.S. Army Corps of Engineers, New England District *
* 696 Virginia Road *
* Concord, MA 01742-2751 *
*****

```

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:
68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

A. General Information

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

1. From: SCITUATE
Conservation Commission

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

3. To: Applicant:

a. First Name _____ b. Last Name _____

Town of Scituate, DPW

c. Organization

600 Chief Justice Cushing Hwy

d. Mailing Address

Scituate _____ MA _____ 02066

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

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____

c. Organization _____

d. Mailing Address _____

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

5. Project Location:

Seaside Rd N Scituate _____ Scituate _____

a. Street Address _____ b. City/Town

28 & 34 _____

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

Latitude and Longitude, if known: 42d13m04.05s _____ 70d44m20.39s _____

d. Latitude _____ e. Longitude

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





Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
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Provided by MassDEP:
 68-3100
 MassDEP File #
 eDEP Transaction #
 SCITUATE
 City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
 PLYMOUTH
- | | |
|-----------|--|
| a. County | b. Certificate Number (if registered land) |
| 2903 | 157 |
| c. Book | d. Page |
7. Dates: 2/26/2024 3/18/2024 4/2/2024
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
 Site 3: Seaside Road - Proposed Work Plan, Proposed Sections & Details
- | | |
|------------------------|--------------------------|
| a. Plan Title | |
| GZA | Anders B. Bjarngard, PE |
| b. Prepared By | c. Signed and Stamped by |
| February 2024 | varies |
| d. Final Revision Date | e. Scale |
- | | |
|--------------------------------------|---------|
| f. Additional Plan or Document Title | g. Date |
|--------------------------------------|---------|

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:
- Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- | | | |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply | b. <input checked="" type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Groundwater Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control |
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

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



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
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Provided by MassDEP:

68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

B. Findings (cont.)

Denied because:

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

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

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



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

WPA Form 5 – Order of Conditions

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

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68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

B. Findings (cont.)

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

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. nourishment cu yd	<u> </u> d. nourishment cu yd
15. <input checked="" type="checkbox"/> Coastal Banks	<u> </u> a. linear feet 735	<u> </u> b. linear feet 735		
16. <input type="checkbox"/> Rocky Intertidal Shores	<u> </u> a. square feet	<u> </u> b. square feet		
17. <input type="checkbox"/> Salt Marshes	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	<u> </u> a. square feet	<u> </u> b. square feet		
	<u> </u> c. c/y dredged	<u> </u> d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	<u> </u> a. c/y dredged	<u> </u> b. c/y dredged		
21. <input checked="" type="checkbox"/> Land Subject to Coastal Storm Flowage	<u> </u> a. square feet 32,069	<u> </u> b. square feet 32,069		
22. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

B. Findings (cont.)

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

23. Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

24. Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 4/2/2027 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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Bureau of Resource Protection - Wetlands

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68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 68-3100 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

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

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

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

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



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68-3100

MassDEP File #

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SCITUATE

City/Town

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

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
- i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
 - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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Bureau of Resource Protection - Wetlands

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and 30700 of the Town of Scituate Code of Bylaws

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68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

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

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

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

SEE ATTACHED

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No

2. The SCITUATE hereby finds (check one that applies):
Conservation Commission

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

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Town of Scituate Code of Bylaws

30700

1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

SEE ATTACHED PAGES 1-3



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

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

4/2/2024
1. Date of Issuance

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

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signature

Richard Harding
Signature

Benny Scott Pipes
Signature

Signature

Signature

[Signature]
Signature

Signature

Signature

Printed Name

Frank Snow

Printed Name

Richard Harding

Printed Name

Penny Scott-Pipes

Printed Name

Jen Foley

Printed Name

Doug Aaberg

Printed Name

Brendan Collins

Printed Name

Eric DiTommaso

Printed Name

Printed Name

by hand delivery on

by certified mail, return receipt requested, on

Date

4/2/2024
Date



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

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

Provided by MassDEP:

68-3100

MassDEP File #

eDEP Transaction #

SCITUATE

City/Town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

SCITUATE

Conservation Commission

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

To:

SCITUATE

Conservation Commission

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

Seaside Rd, North Scituate

Project Location

68-3100

MassDEP File Number

Has been recorded at the Registry of Deeds of:

PLYMOUTH

County

Book

Page

for: Town of Scituate
Property Owner

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

Book

Page

In accordance with the Order of Conditions issued on:

4/2/2024

Date

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

Instrument Number

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

Document Number

Signature of Applicant

REQUIRED NOTIFICATION PROCEDURES

- #1. This Order is to be reviewed at an on-site meeting, scheduled by the applicant, attended by his supervising professionals and the Conservation Commission or its Agent. This meeting must be held prior to implementation and construction of the project. The purpose of this meeting is to avoid any conflict in interpretation of these orders and to make any needed field adjustments required by on-site conditions.
- #2. Prior to the start of work at the site, or within three (3) weeks of the date of issue of the Final Order, whichever comes first, the Order of Conditions shall be recorded at the Registry of Deeds as noted in standard condition #8. Failure to comply with this condition shall be deemed cause to revoke this Order of Conditions. If this Order of Conditions is **NOT** recorded at the Registry of Deeds within **60 days** it will be considered expired.
- #3. The Commission shall be notified in writing seven (7) days in advance of the start of construction under this Order.
- #4. Prior to the start of work, the applicant shall inform the Commission in writing of the name(s), address(es), business and home phone number(s) of both the project supervisor(s) who will be responsible for assuring on site compliance with this Order, and/or his/her alternates.
- #5. A sequence of Construction shall be submitted to and approved by the Commission prior to the start of work, in order that appropriate monitoring of the project may take place.
- #6. Failure to post a sign as required in Order #9 above will result in the issuance of a stop-work order by the Commission. The sign shall conform to the Town of Scituate's Sign By-Law, may not be attached to any living tree, and shall be placed so that it is clearly visible from a public right of way.

ADMINISTRATIVE ORDERS

- #7. This Order of Conditions indicates compliance with Chapter 131 s40 of the General Laws of the Commonwealth of Massachusetts (the Wetlands Protection Act) and Section 30700 of the Town of Scituate Code of Bylaws (the Town of Scituate Wetlands Protection Bylaw) and shall not be interpreted as indicating the Commission's approval of any filing under Chapter 14 s470 of the Town of Scituate Code of Bylaws (the Town of Scituate Floodplain and Watershed Protection District Bylaw) or any other Bylaw or State or Federal Statute.
- #8. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Conservation Commission shall be party to all agency proceedings and hearings before the Department.
- #9. With respect to all conditions the Conservation Commission designates the Conservation Agent as its administrative agent with full powers to act on its behalf in administering and enforcing this Order.
- #10. A Conservation Commissioner or the Commission's Agent shall have the right to halt all work on the site if the Commissioner or Agent determines that any of the work is not in compliance with this Order of Conditions. Work shall not resume until the Commission is satisfied that the work will comply with the Order of Conditions, and has so notified the applicant in writing.
- #11. Failure to comply with all conditions herein and with all related statutes and other regulatory measures shall be deemed cause to modify or revoke this Order.
- #12. This Order conditions the work described in the Notice of Intent and the plans referenced herein. No work outside the scope of these plans is authorized. Any and all additional work or changes within an area subject to the jurisdiction of the Commission and not shown on the approved plans requires a submittal to the Commission for approval. If the Commission deems it necessary, it

reserves the right to require either a request for an Amended Order of Conditions or a new Notice of Intent. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

- #13. Any field changes found to be necessary, including compliance with directives of the Building Inspector or Board of Health, shall be considered as changes and shall require the approval of the Commission.
- #14. If any unforeseen problem(s) occurs during construction, which affects any of the statutory interests of the Wetlands Protection Act, upon discovery, the applicant/developer shall contact the Conservation Commission, or its Agent, and/or the Conservation Commission or its Agent may upon discovery stop work at once and an immediate meeting shall be held. Work shall not recommence until authorized in writing by the Commission.
- #15. The Commission reserves the right to call job meetings with the Applicant or his/her successor(s) in assign or control when necessary to relate concerns regarding work performed under this Order.
- #16. This document shall be included in all construction specifications dealing with the work proposed and shall supersede other contract requirements.
- #17. During the construction for this project, an on-site foreman, directing engineer, or a designated construction manager shall have a copy of this Order and the plans referenced herein at the site, shall familiarize him/herself with the conditions of this permit, and shall adhere to said conditions. The excavating subcontractor shall also have a copy of this Order at the site, shall familiarize himself/herself with the conditions of this permit, and shall adhere to said conditions.
- #18. The areas of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and maintained or reinforced if necessary.

RESOURCE PROTECTION/CONSTRUCTION EQUIPMENT

- #19. All construction equipment shall be stored in such a manner so as to not introduce any pollutants into any resource areas, and in no event shall there be any spillage of fuel, oil or other pollutants into any resource area.
- #20. There shall be no fueling of equipment when it is on the coastal beach.
- #21. There shall be no washing of equipment anywhere on the site.
- #22. No equipment shall be seaward of the seawall, except during hours of construction.
- #23. Concrete and rubble removed in repair of the structure shall be removed daily from the beach and disposed of in a manner approved by the Commission.
- #24. Armor stones should not be stored in the intertidal area during construction.
- #25. Construction activity, including staging of construction material and equipment as well as equipment transit to and from the construction site, should avoid intertidal habitat to the greatest extent practicable.
- #26. As much work as possible should be conducted from the upland side of the revetment and seawall to minimize impacts on the intertidal area.

SPECIAL CONDITIONS

- #27. These orders and conditions herein rely on the project design prepared by the applicant's engineers, architect, or other professionals. If during or after construction the approved designs prove to be inadequate for whatever reason, the Commission may require the redesign and/or reconstruction of any element of the project.**
- #28. These steps shall be taken before any work begins:**
- 1. Record Order of Conditions at the Registry of Deeds**
 - 2. Return proof of recording to the Conservation office**
 - 3. Submit a letter with contractors' name, address and telephone number; pictures of the site with the required erosion controls properly installed as shown on the approved plan; and a photo of the DEP File Number sign properly displayed, 72 hours prior to the commencement of any construction activities and/or site alterations.**
 - 4. Any changes to the approved project and/or approved site plan must be approved by the Conservation Commission and/or the Conservation Agent. Significant changes to the approved site plan may require a new filing with the Conservation Commission.**
 - 5. Any required special conditions by NHESP will be part of the Order of Conditions.**
- #29. A preconstruction meeting with the contractor is required for this project before work begins.**

CERTIFICATION

- #30. After the project is completed or substantially completely and before a Certificate of Compliance is issued, a typed statement and an as-built, including all grading, shall be provided to the Commission. The statement shall enumerate: 1) what work has been completed in conformance with the approved plans, and this Order; 2) what work has been completed in non-conformance with the approved plans and this Order; and 3) what work is still to be done. This statement shall refer to the appropriate Order of Condition number(s). It shall be on the letterhead of and be signed and stamped by a Registered Professional Engineer or other appropriate professional. It shall include the date and time the inspection was made. This request shall be accompanied by a certified copy of the Order as recorded at the Registry of Deeds with the appropriate recording information.**
- #31. No Partial Certificate of Compliance will be issued until all new or replaced plantings have been completed. No full Certificate of Compliance shall be issued until the plantings have been observed for two growing seasons, at which time a Certificate may be issued or additional measures taken to assure the revegetation of the affected area.**



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

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

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

A. Request Information

1. Location of Project

a. Street Address	b. City/Town, Zip
c. Check number	d. Fee amount

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

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

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

Name

Mailing Address

City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

4. DEP File Number:

B. Instructions

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

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

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





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

DEP File Number: _____

Provided by DEP _____

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

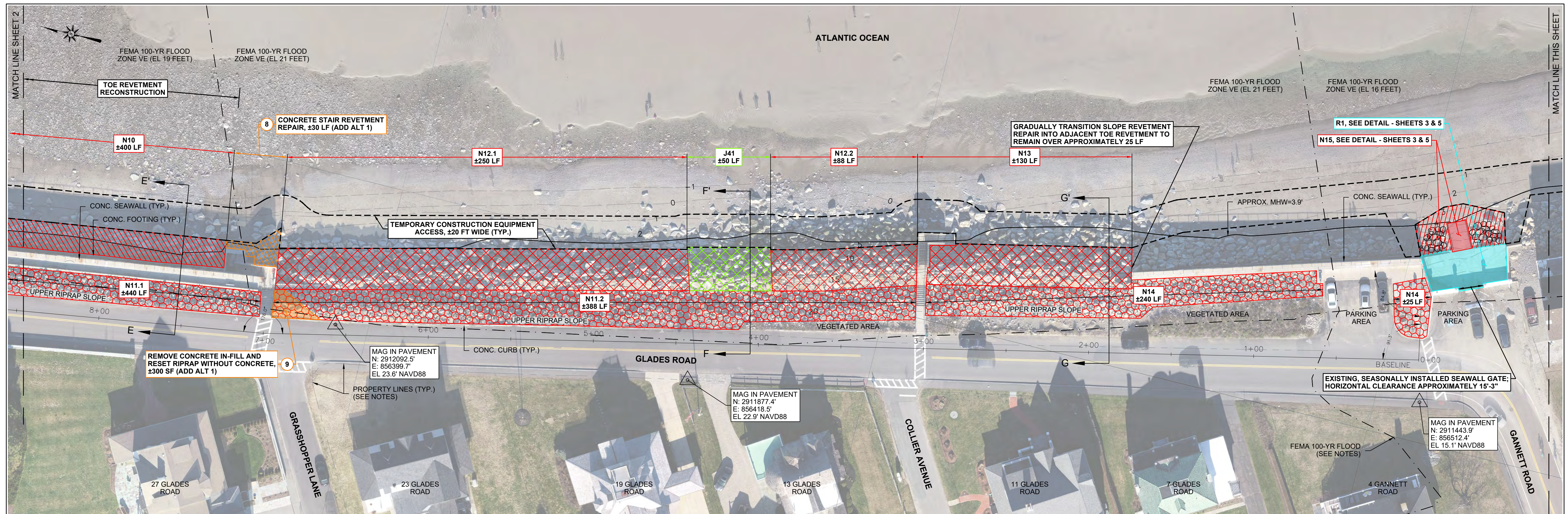
B. Instructions (cont.)

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

Department of Environmental Protection
Box 4062
Boston, MA 02211

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

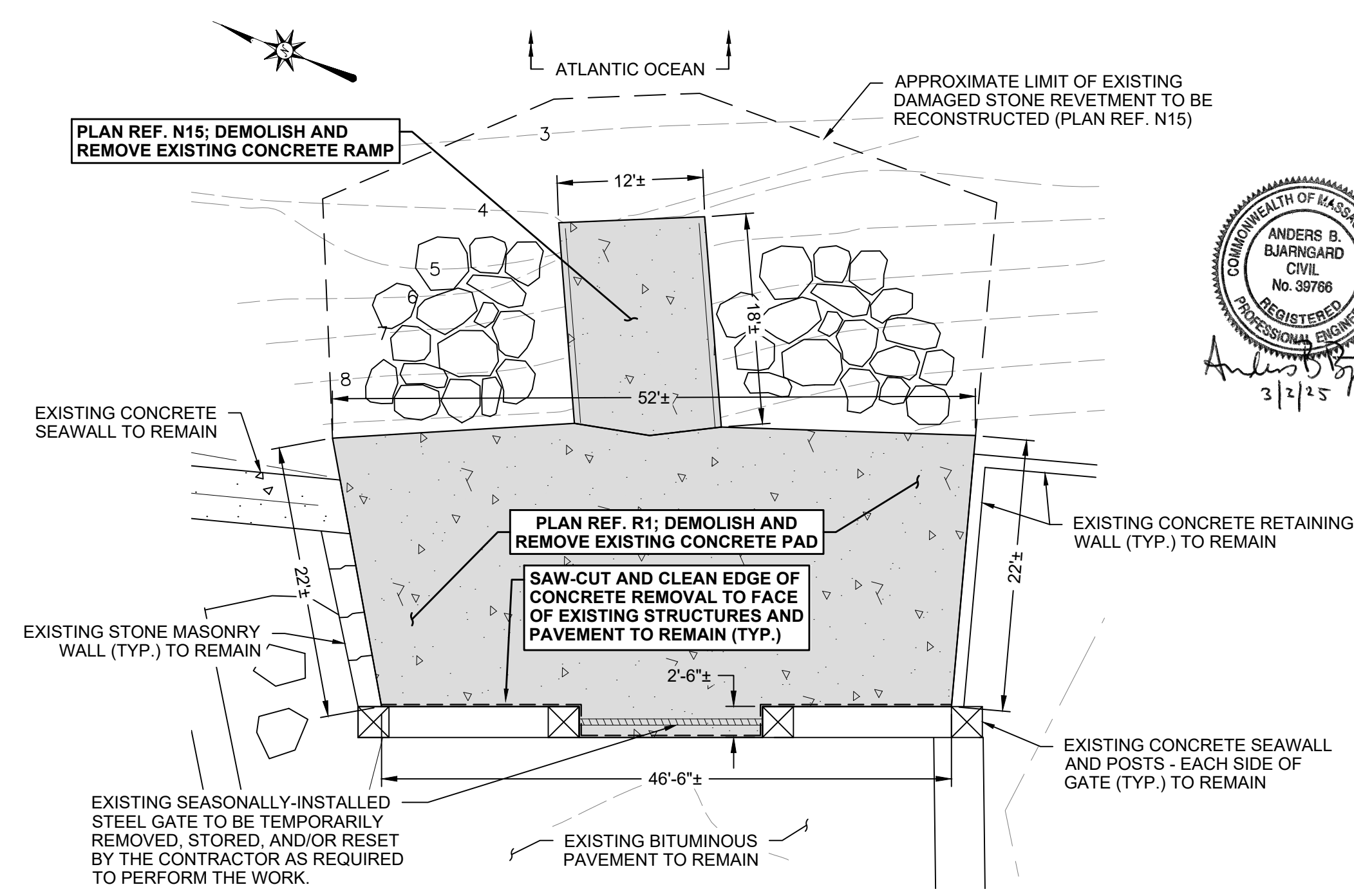
ATTACHMENT C – PROJECT DRAWINGS



PROPOSED WORK PLAN: GLADES / GANNETT ROAD
SCALE: 1"=30'

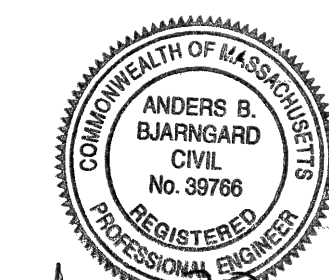


PROPOSED WORK PLAN: 7 SURFSIDE ROAD
SCALE: 1"=30'



GLADES / GANNETT ACCESS PAD/RAMP DEMOLITION DETAIL PLAN
SCALE: 1"=10'

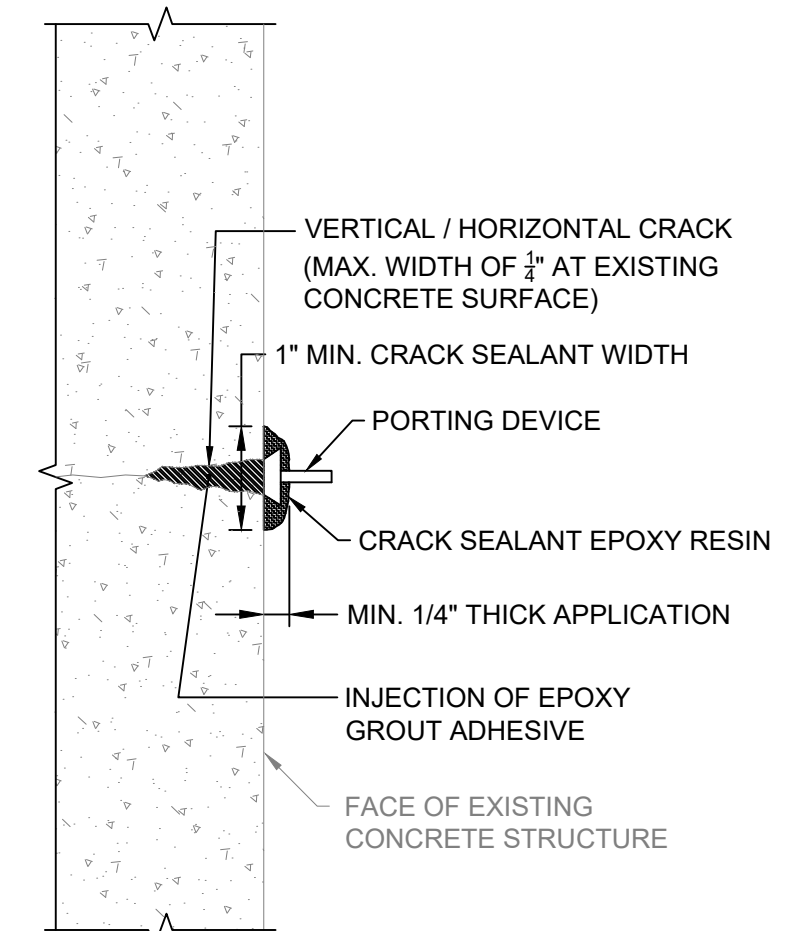
- NOTES:
1. REFER TO SHEET 5 FOR PROPOSED GLADES/GANNETT ACCESS PAD/RAMP AND REVETMENT RECONSTRUCTION DETAILS.
2. BEACH GRADE VARIES AND IS SUBJECT TO CHANGE.



Anders B. Bjarngard
3/12/25



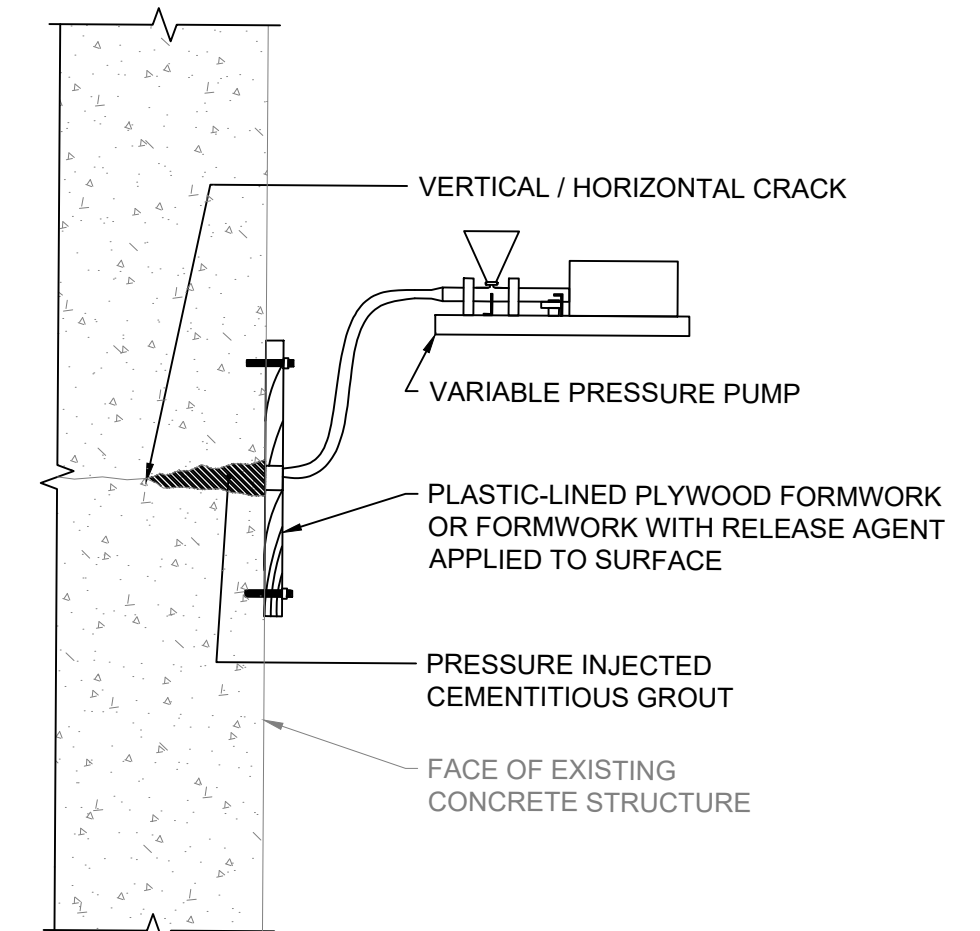
NO.	ISSUED FOR BID	AJK	3/3/2025
1.	ISSUE/DESCRIPTION	BY	DATE
UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REPRODUCED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.			
SCITUATE FORESHORE PROTECTION REPAIRS CONTRACT NO.: 25-FS-02 SCITUATE, MASSACHUSETTS			
SITE NO. 1: GLADES / GANNETT / 7 SURFSIDE PROPOSED WORK PLAN SOUTH			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR: TOWN OF SCITUATE 600 CHIEF JUSTICE CUSHING SCITUATE, MASSACHUSETTS	
PROJ MGR: DAS DESIGNED BY: DAS DATE: MARCH 2025	REVIEWED BY: AJK DRAWN BY: LFT PROJECT NO.: 18.0174547	CHECKED BY: DAS SCALE: AS SHOWN REVISION NO.: -	DRAWING 3 SHEET NO. 3 OF 9



TYPICAL DETAIL: SEAWALL CRACK REPAIR TYPE I (FOR CRACKS NO GREATER THAN 1/4" WIDE AT FACE) NOT TO SCALE

SEAWALL CRACK REPAIR LOCATION TABLE			
BID CATEGORY	BID ITEM NO.	PLAN REF. NO.	APPROXIMATE LOCATION
BASE BID	03400-2J	J28	STA 15+90
		J29	STA 15+53
		J31	STA 14+96
		J38	STA 9+98
ADD ALT 1.	03400-6	1	STA 17+13
		2	STA 16+40
		3	STA 16+16
		4	STA 15+16
		7	STA 10+55

NOTES:
 1. INDICATED LOCATIONS BY STATION ARE APPROXIMATE AND PROVIDED FOR GENERAL LOCATION REFERENCE ONLY.
 2. CONTRACTOR TO VERIFY LOCATIONS AND CONDITIONS PRIOR TO COMMENCING REPAIR WORK.

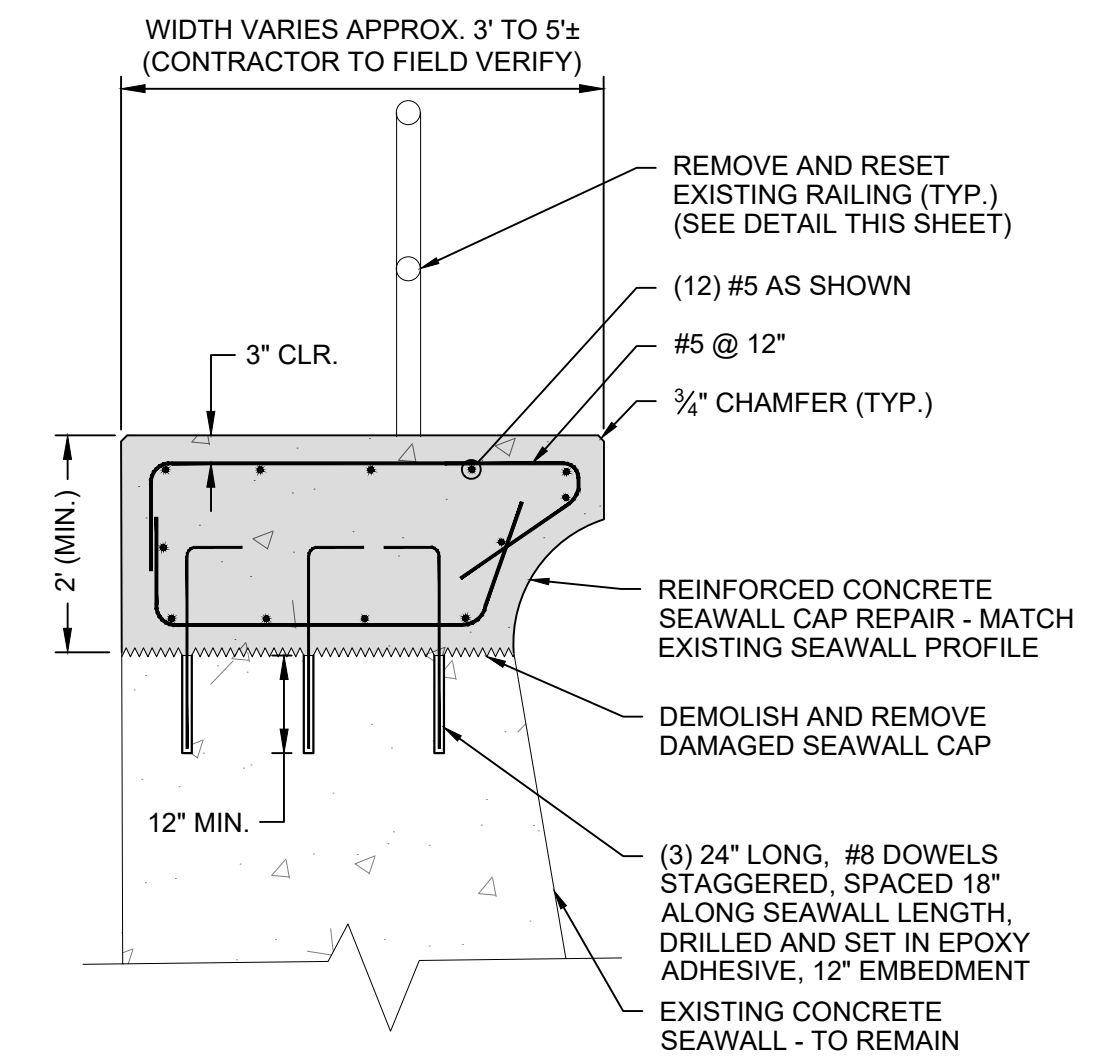


TYPICAL DETAIL: SEAWALL CRACK REPAIR TYPE II (FOR CRACKS GREATER THAN 1/4" WIDE AT FACE) NOT TO SCALE

SEAWALL CRACK REPAIR TYPE II NOTES:
 FOR CRACKS GREATER THAN 1/4" IN WIDTH ALONG A VERTICAL / INCLINED CONCRETE SURFACE:

- CLEAN DEFECTS AND ADJACENT SURFACES FREE OF LOOSE MATERIAL, DUST, DIRT, GREASE, OIL, EFFLORESCENCE, AND OTHER FOREIGN MATTER. DO NOT USE ACIDS OR CORROSIVES.
- SURFACE SHOULD BE BROUGHT TO SATURATED SURFACE DRY CONDITION PRIOR TO POURING AND INSTALLATION OF REQUIRED FORMS.
- ANCHOR FORM INTO EXISTING CONCRETE TO PREVENT LEAKAGE OF FILL MATERIAL. RELEASE AGENT SHOULD BE APPLIED TO FORM OR USE PLASTIC LINED PLYWOOD FOR REMOVAL OF FORMING POST-POURING.
- PUMP CEMENTITIOUS GROUT WITH A VARIABLE PRESSURE PUMP INTO CRACK AND FORMWORK AND CONTINUE FILLING UNTIL THE CEMENTITIOUS GROUT IS EVIDENT IN AN ADJACENT PORT.
- CAP OFF ORIGINAL PORT WHEN STEADY FLOW IS EVIDENT IN THE CRACK, MOVE TO ADJACENT PORT AND CONTINUE PUMPING PROCEDURE UNTIL ALL PORTS HAVE BEEN FILLED.
- REMOVE FORMWORK, DRY PACK ANCHOR HOLES WITH CEMENTITIOUS GROUT AND CLEAN CRACK AREA AND SURROUNDING CONCRETE SURFACE THOROUGHLY.

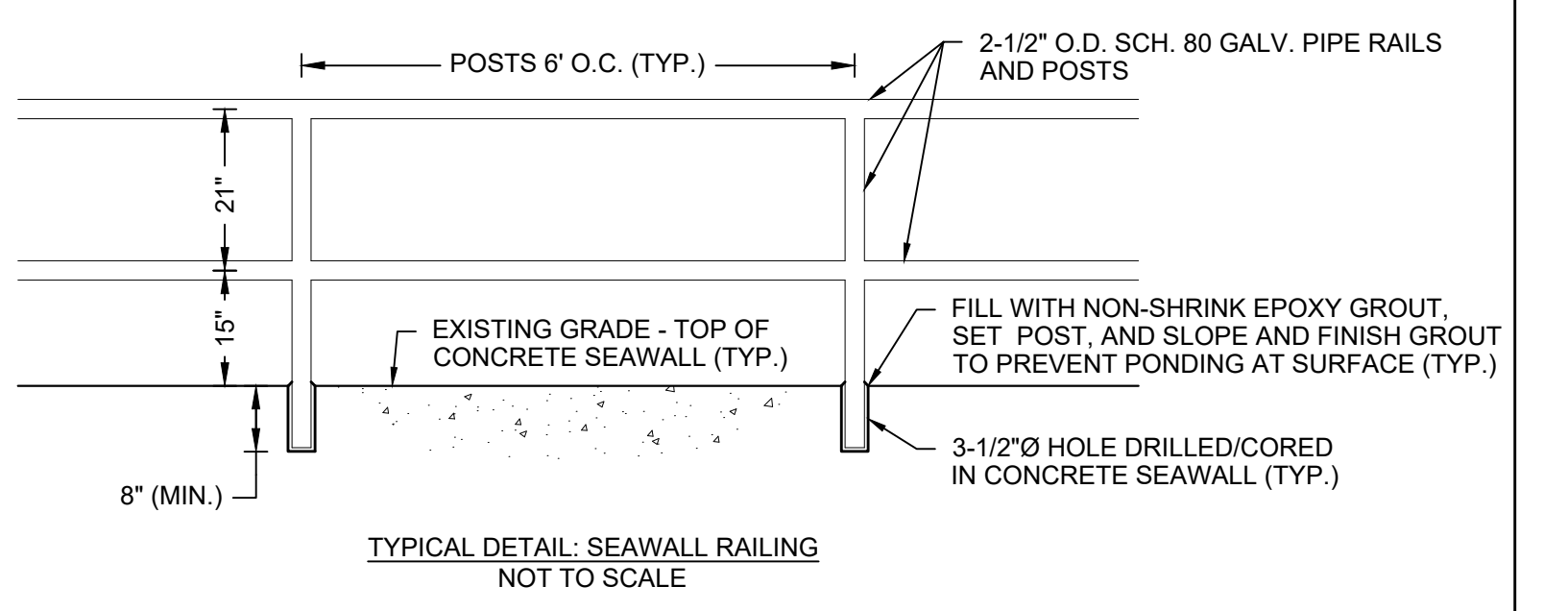
FOR CRACKS WITH SHALLOW CONCRETE SURFACE DAMAGE GREATER THAN 6" WIDE (SPALLS):
 7. INSTALL SEAWALL SPALL REPAIR OVER THE CRACK REPAIR TO RESTORE THE FACE OF CONCRETE (REFER TO SEAWALL SPALL REPAIR DETAIL THIS SHEET.)



TYPICAL DETAIL: CONCRETE SEAWALL CAP REPAIR NOT TO SCALE

CONCRETE SEAWALL CAP REPAIR NOTES:
 1. PREPARE EXISTING CONCRETE SURFACE AS REQUIRED. REMOVE ALL LOOSE CONCRETE, DEBRIS, DELETERIOUS MATERIAL, SOIL, MARINE GROWTH, ETC. TO SOUND CONCRETE IMMEDIATELY PRIOR TO PATCHING.

- TREAT EXPOSED REINFORCING STEEL WITH SIKA ARMATEC-110 EPOCEM, OR APPROVED EQUIVALENT CORROSION INHIBITOR.
- ALL NEW REINFORCING STEEL SHALL BE EPOXY COATED.
- PROVIDE FLOAT FINISH ON TOP OF CONCRETE SEAWALL CAP REPAIRS.



TYPICAL DETAIL: SEAWALL RAILING NOT TO SCALE

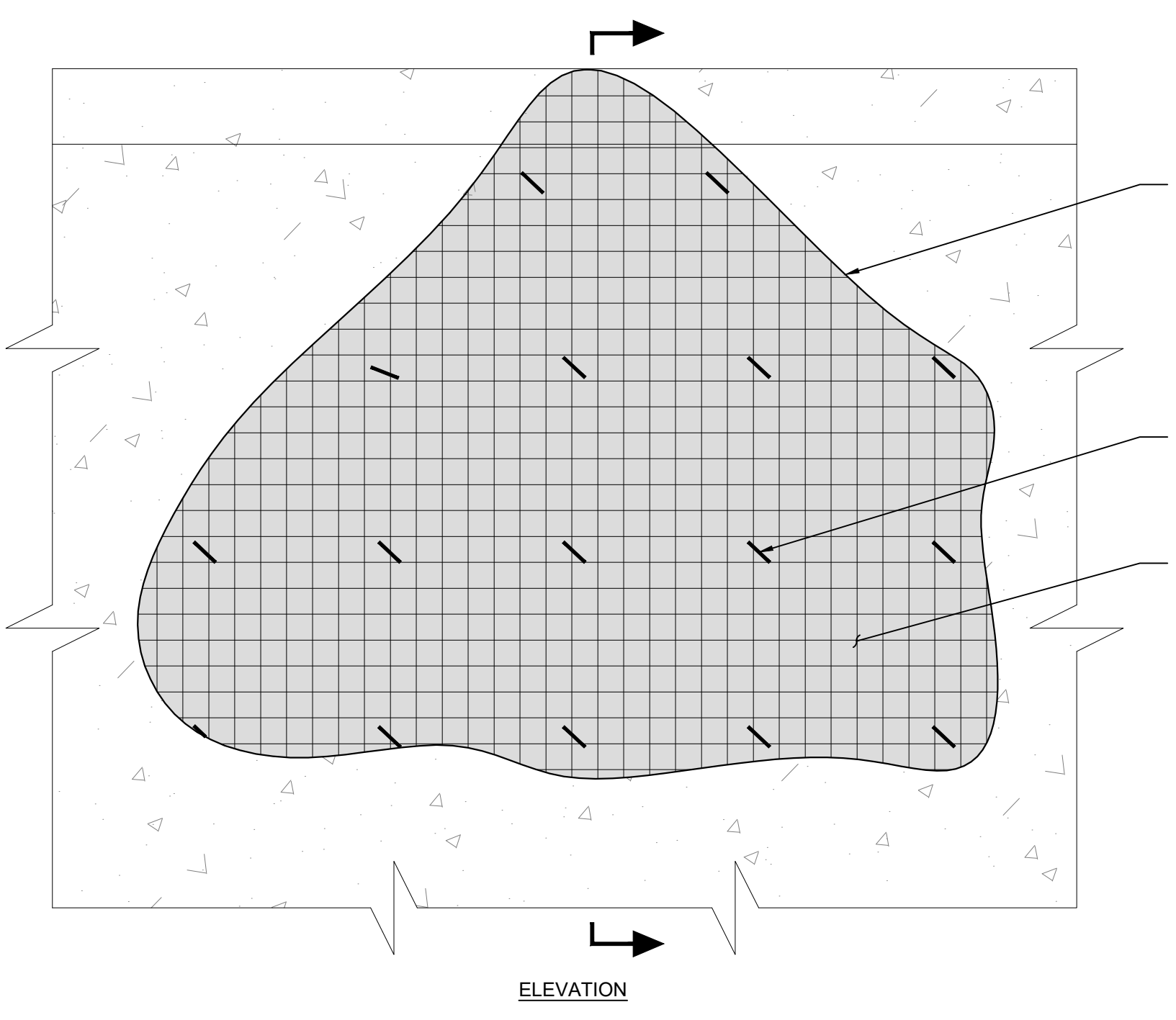
SEAWALL RAILING NOTES:
 1. INDICATED DIMENSIONS ARE TYPICAL AND CONSIDERED APPROXIMATE. ACTUAL CONDITIONS VARY.
 2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND LOCATIONS.
 3. CONTRACTOR TO PROTECT EXISTING RAILING SEGMENTS FROM DAMAGE AND RESTORE OR REPLACE RAILING SEGMENTS DISTURBED BY THE WORK TO MATCH PRE-CONSTRUCTION CONDITIONS.
 4. CONTRACTOR TO REPAIR DAMAGED OR UNUSED POST HOLES ASSOCIATED WITH THE WORK, IF ANY, AND AS NECESSARY, BEYOND THE LIMITS OF THE CONCRETE CAP REPAIRS. DAMAGED AND UNUSED POST HOLES SHALL BE REPAIRED BY FILLING WITH NON-SHRINK EPOXY GROUT OR NON-SHRINK CEMENTITIOUS GROUT.

SEAWALL CRACK REPAIR TYPE I NOTES:
 FOR CRACKS NO GREATER THAN 1/4" IN WIDTH ALONG A VERTICAL / INCLINED CONCRETE SURFACE:

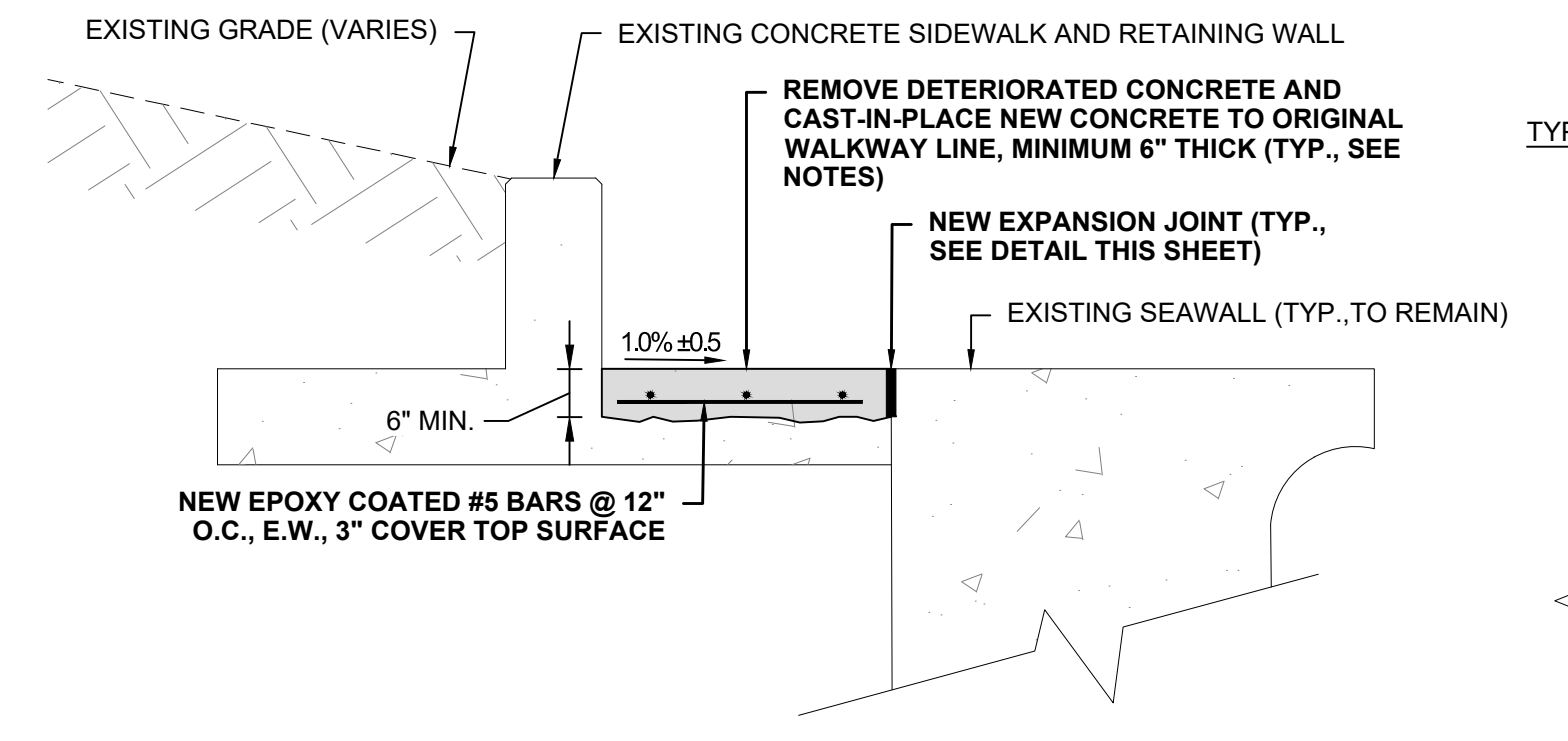
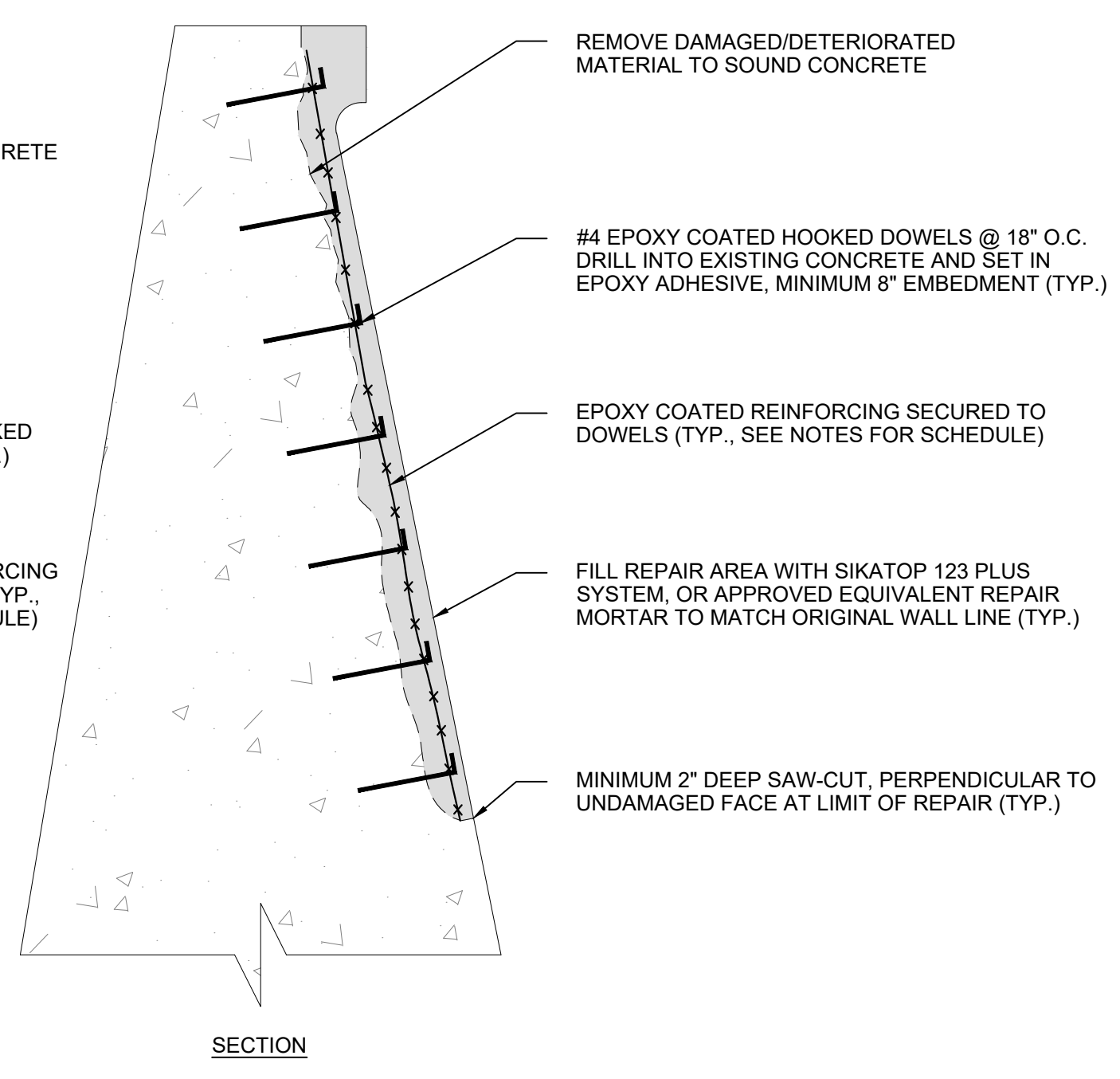
- CLEAN DEFECTS AND ADJACENT SURFACES FREE OF LOOSE MATERIAL, DUST, DIRT, GREASE, OIL, EFFLORESCENCE, AND OTHER FOREIGN MATTER. DO NOT USE ACIDS OR CORROSIVES.
- INSTALL PORTING DEVICE AS RECOMMENDED BY THE MANUFACTURER. PORTING DEVICE SPACING SHOULD BE AT A MAXIMUM 1-FT INTERVALS ALONG THE CRACK.
- APPLY THE MIXED EPOXY RESIN FOR SEALING OVER THE CRACK AND AROUND EACH PORTING DEVICE TO PROVIDE AN ADEQUATE SEAL TO PREVENT THE ESCAPE OF THE EPOXY RESIN ADHESIVE TO BE USED IN PRESSURE GROUTING. CRACK SEALANT EPOXY RESIN SHOULD BE PLACED TO A MINIMUM OF 1" WIDE BY 1/2" THICK AROUND PORTING DEVICES AND CRACK.
- INJECT THE PREPARED CRACK WITH EPOXY GROUT ADHESIVE AT A CONSTANT PRESSURE IN ORDER TO ACHIEVE MAXIMUM FILLING AND PENETRATION WITHOUT THE INCLUSION OF AIR POCKETS OR VOIDS.
- BEGIN INJECTING THE PREPARED CRACK AT THE WIDEST PART OF THE CRACK BEING INJECTED AND CONTINUE UNTIL EPOXY GROUT IS OBSERVED AT AN ADJACENT PORT.
- CONTINUE GROUT INJECTION UNTIL THE CRACK IS FILLED AND ALL PORTS HAVE BEEN INJECTED.
- REMOVE THE PORTING DEVICE AND CLEAN OFF / REMOVE CRACK SEALANT MATERIAL AND ADHESIVE RUNS OR SPILLS FROM THE CRACK AREA.

FOR CRACKS ON A HORIZONTAL SURFACE (DETAIL NOT SHOWN):

- PERFORM V-NOTCH SAWCUT IN CONCRETE OVER EXISTING CRACK. SAWCUT 45 ANGLE IN CONCRETE STARTING AT MINIMUM OF 1" OFFSET FROM CRACK.
- POUR HIGH-STRENGTH EPOXY RESIN ADHESIVE INTO V-NOTCH CUT OVER CRACK AND CONTINUE PLACEMENT UNTIL THE EXISTING CRACK AND V-NOTCH ARE COMPLETELY FULL TO EXISTING CONCRETE SURFACE.
- CLEAN EPOXY RESIN RUNS AND SPILLS FROM THE CONCRETE SURFACE.

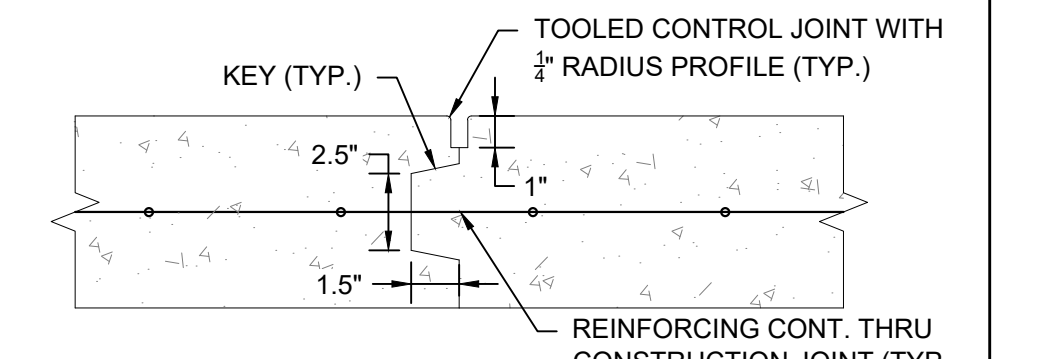


TYPICAL DETAIL: SEAWALL SPALL REPAIR NOT TO SCALE

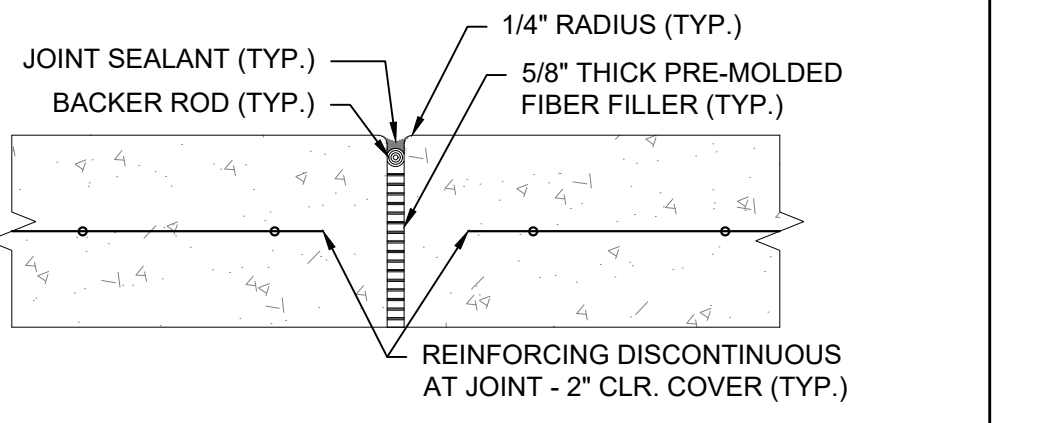


TYPICAL DETAIL: CONCRETE SIDEWALK REPAIR NOT TO SCALE

CONCRETE SIDEWALK REPAIR NOTES:
 1. INSTALL TOOLED CONTRACTION JOINTS SPACED AT 5 FEET ALONG SIDEWALK LENGTH.
 2. PROVIDE BROOM FINISH TRANSVERSE TO SIDEWALK LENGTH.
 3. TRANSITION THE RECONSTRUCTED SIDEWALK SURFACE TO MEET EXISTING GRADES TO REMAIN WITH CONSISTENT SLOPES NOT STEEPER THAN 12H:1V ALONG THE PATH OF TRAVEL.

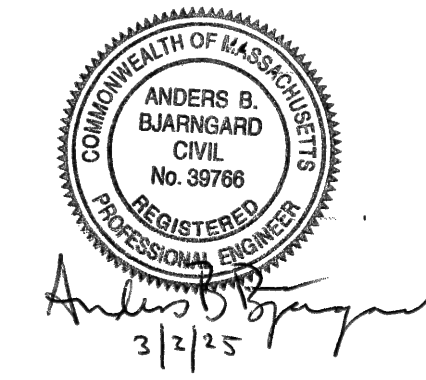


TYPICAL DETAIL: CONCRETE SIDEWALK CONSTRUCTION/CONTROL JOINT NOT TO SCALE



TYPICAL DETAIL: CONCRETE SIDEWALK EXPANSION JOINT NOT TO SCALE

SEAWALL SPALL REPAIR NOTES:
 1. INSTALL SEAWALL SPALL REPAIRS IN COMBINATION WITH CRACK REPAIRS TO RESTORE THE FACE OF THE SEAWALL AT CRACK REPAIR LOCATIONS WHERE THE WIDTH OF THE CONCRETE SURFACE DAMAGE EXCEEDS 6".
 2. REINFORCING SCHEDULE:
 2.1. 2" OR LESS - NO WELDED WIRE FABRIC (WWF)
 2.2. 2" TO 4" - EPOXY COATED WWF W1.4XW1.4
 2.3. 4" OR MORE - EPOXY COATED #5 BARS 12" O.C. EACH WAY
 3. CLEAR COVER 3" FOR #5 BARS.
 4. 3/8-INCH MARINE CONCRETE MAY BE SUBSTITUTED FOR REPAIR MORTAR FOR PATCHES 3 INCHES THICK OR GREATER.



1. ISSUED FOR BID		AJK	3/3/2025
NO.	ISSUE/DESCRIPTION	BY	DATE
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SCITUATE FORESHORE PROTECTION REPAIRS			
CONTRACT NO.: 25-FS-02			
SCITUATE, MASSACHUSETTS			
SITE NO. 1: GLADES / GANNETT / 7 SURFSIDE			
PROPOSED DETAILS (2)			
PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR: TOWN OF SCITUATE 600 CHIEF JUSTICE CUSHING SCITUATE, MASSACHUSETTS	
PROJ MGR: DAS	DESIGNED BY: DAS	REVIEWED BY: AJK	CHECKED BY: DAS
DATE: MARCH 2025	DRAWN BY: LFT	PROJECT NO.: 18.0174547	SCALE: AS SHOWN
			6
			SHEET NO. 6 OF 9

