



January 30, 2024

Scott Carrigan
Fire Chief/Emergency Management Director
Salisbury Fire Department
37 Lafayette Road
Salisbury, MA 01952

Dear Chief Carrigan,

I write to inform you that the Department of Conservation and Recreation (DCR) is taking the necessary steps to address and mitigate the hazards identified in your letter dated January 30, 2024.

As an immediate action, DCR has secured the necessary permits and contracts to perform the demolition of Beach Access Points 9 and 10. DCR's contractor will mobilize equipment at Beach Access 11 on Wednesday, January 31, 2024. Demolition of Beach Access 10 is scheduled for Thursday, February 1, 2024, followed by the demolition of Beach Access 9 on Friday, February 2, 2024. We anticipate that the demolition of the two Beach Access stairs will be complete by the end of the day Friday, February 2, 2024.

DCR is also in the process of scheduling repairs to the helical piles and Beach Access 8 and placing additional sand to nourish the dunes at Access Points 8, 9 and 10.

The Department appreciates the cooperation of the Town of Salisbury in this matter. DCR is committed to working to support the Salisbury community and partnering with the Town to address the impacts of severe weather events on Salisbury Beach. If you have questions, please contact Darryl Forgione, project engineer at darryl.forgione@mass.gov.

Sincerely,

Brian Arrigo
Commissioner

CC: Darryl Forgione, DCR Project Engineer

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation

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Boston, MA 02114-2199

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Maura T. Healey

Governor

Kimberley Driscoll

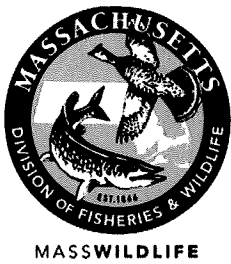
Lt. Governor

Rebecca L. Tepper, Secretary

Executive Office of Energy & Environmental Affairs

Brian Arrigo, Commissioner

Department of Conservation & Recreation



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DIVISION OF FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
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MA ENDANGERED SPECIES ACT AUTHORIZATION FOR EMERGENCY ACTION PURSUANT TO 321 CMR 10.15

January 30, 2024

Darryl A. Forgione
Department of Conservation and Recreation
Section Head Building Construction

RE: Applicant: Darryl A. Forgione, DCR
 Project Location: Salisbury Beach DCR Access Points 8, 9, & 10, off North End Boulevard
 NHESP File No.: 24-17077 (related # 08-24602)

Dear Mr. Forgione:

The MA Division of Fisheries and Wildlife's Natural Heritage & Endangered Species Program (the "Division") received information from the Department of Conservation and Recreation (DCR) regarding Salisbury Beach Access Points 8, 9, & 10. The request for emergency action identifies hazardous structures that require removal and repair. The Applicant received an Emergency Certification issued pursuant to the Wetlands Protection Act.

The request to conduct emergency work was submitted in compliance with the MA Endangered Species Act (M.G.L. c. 131A) and its implementing regulations (321 CMR 10.00), specifically with 321 CMR 10.15. The area of proposed work is habitat for Piping Plover (*Charadrius melodus*), a species state-listed as Threatened pursuant to the MESA. The Piping Plover is also protected as a Threatened species pursuant to the U.S. Endangered Species Act (ESA, 50 CFR 17.11).

Work Permitted with this Authorization (the Work) includes:

1. Demolition and removal of the undermined and damaged beach access structures at Access Points 9 & 10 along Salisbury Beach. Salisbury Beach Access Points 9 & 10 are located off North End Boulevard, with an approximate address of 400 and 462 North End Boulevard, respectively.

Work Duration: Approximately 2-3 days to occur during 31 January 2024 – 13 February 2024. This Authorization for Emergency action pursuant to the MESA expires on 1 March 2024.

Reporting Requirement: Within 30 days of the completion of Work, the applicant or designee shall file a brief written report detailing the Work that was done under this emergency authorization, including the date(s) of activities, photographs for the work conducted under this Authorization.

Access Point 8: All work associated with repairs at Salisbury Beach Access Point 8 must be conducted in accordance with the existing MESA determination issued on June 8, 2023 (NHESP # 08-24602) relative to Access 8 reconstruction. Any repair to Access 8 proposed after April 1 requires implementation of a Division-approved shorebird monitoring and protection plan.

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Storm-related Dune Nourishment: Storm-related Dune Maintenance/Nourishment is included within the MESA determination (issued June 17, 2020, NHESP # 08-24602) for the Salisbury Beach State Reservation Beach Operations and Maintenance Plan. Provided storm-related dune nourishment at Access Points 8, 9 & 10 is conducted prior to April 1, additional review by the Division pursuant to MESA is not required. Any nourishment proposed during April 1 – August 31 requires review and approval by the Division pursuant to the MESA and implementation of a Division-approved shorebird monitoring and protection plan.

For any work a) beyond what is necessary to abate the emergency (excluding aforementioned Access Point 8 & Storm-related Dune Nourishment as specified above) and b) located within Priority Habitat the Applicant is required to submit a MESA Project Review in accordance with 321 CMR 10.18. If the project site is within Estimated Habitat and a Notice of Intent (NOI) is required, then a copy of the NOI must be submitted to the Division so that it is received at the same time as the local conservation commission. A streamlined joint MESA/WPA review process is available. When filing a Notice of Intent (NOI), the applicant may file concurrently under the MESA on the same NOI form and qualify for a 30-day streamlined joint review.

All Work shall be conducted in compliance with any authorization for Emergency Action issued by the Conservation Commission.

The Division's authorization for Work does not relieve the applicant from compliance with all relevant additional permitting and licensing requirements that may be applicable including, but not limited to, the Conservation Commission, MA Department of Environmental Protection, United States Army Corps of Engineers, and the 401 Water Quality Certificate Program.

If you have any questions regarding this authorization, please contact Amy Hoenig, Endangered Species Review Biologist, Amy.Hoenig@mass.gov.

Sincerely,



Everose Schlüter, Ph.D.
Assistant Director

cc: Patrice Kish, DCR
Adriane Marchand, Salisbury Conservation Agent

**MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION
SALISBURY BEACH SALISBURY, MASSACHUSETTS**

**PROPOSED DCR Salisbury Beach Dune Maintenance Sand Nourishment Project
February 2024 –
Contract Under FAC 120
P24-3571-C1A**

SALISBURY BEACH SALISBURY, MASSACHUSETTS

Prepared by: DCR Construction Section

NOTICE TO CONTRACTORS FAC120

The Department of Conservation and Recreation will receive proposals under the ground keeping snow removal **CONTRACT, FAC 120**, for the following work as described on the attached Bid Form (below) until 11:00 AM on Wednesday, February 7, 2024.

A mandatory pre-bid meeting is scheduled for Friday, February 2, 2024, at 2:30pm at the Salisbury Beach State Reservation Headquarters, Salisbury, MA.

All proposals are to be made on the Bid Proposal attached to these contract documents, and individually submitted in writing, by email or by fax to Darryl A. Forgione, Project Manager, at the Department address indicated below.

Department of Conservation and Recreation
Construction Section Head
Bradley Palmer State Park
40 Asbury Street
Topsfield, MA 01983
E. darryl.forgione@state.ma.us TEL: 617-719-2226

The Department reserves the right to waive any informality in or to reject any or all bids if it be in the public interest to do so. The Contract commences immediately from the date that the executed copy of the Contract (notice to proceed) is mailed to the Contractor. The work (base bid and alternates, if chosen) shall be completed by June 30, 2018.

Anticipated Notice to Proceed – February 12, 2024

The scope of work included under this proposal includes:

Provide all necessary labor and equipment and incidental equipment for sand procurement, delivery, staging, conveyance, and placement of sand nourishment and feathering of existing sand as per the contract document.

Base Bid:

1. General

- a) Primary access and staging areas at beach access 7 and 11 . Alternate Staging area in Reservation Parking Lot 2 for deliveries/conveyance of sand and for contractor's use
- b) Restore staging site and other site access locations

4. Salisbury Beach Access Sand Placements

- a. Public Beach Access No. 8: place sand up and around exposed foundation system to support structural integrity for safe passage of visitors (Access through Public Access 11 or No. 7).
- b. Public Beach Access No 9: place sand up to existing scarp with minimum slope of 3:1 for safe passage of visitors (Access through Public Access No. 11).
- c. Public Beach Access No 10: place sand up to existing scarp with minimum slope of 3:1 for safe passage of visitors (Access through Public Access No. 11).

Add Alternate No. 1:

1. Sand Fencing at Access Sand Placement Locations

- a. Procurement and installation of non-treated, wooden sand fencing and heavy-duty studded steel posts at 8-foot on center as shown on the Drawings.

In addition, the following conditions will be included for base bid and add-alternate work, if selected:

- Site access and restoration.
- Work to be completed by March 1, 2024
- All work shall conform to the contract documents, regulatory approvals and the DCR Beach Management Plan
- Contractor shall submit a site-specific hazard and safety plan.
- Provide temporary sanitary facilities for the workers as per OSHA
- All work shall be performed in the designated areas as specifically shown on the plans site plan and per the specifications.
- All necessary survey work: baseline, grades, grade stakes and lay out shall be the responsibility of the successful vendor.
- Contractor to provide before, during and after construction photographs.
- This work shall include all necessary incidental tools, hand tools, support truck(s), fuel, site security, and support equipment to complete the scope of work. There shall be no refueling of any equipment with the resource area. Each vehicle shall be
- inspected daily for leaks; any leaking equipment shall be removed from the site immediately and shall not return to service until repaired. Each vehicle shall contain an emergency spill kit. The contractor shall provide a contingency plan in the event a piece of equipment is stuck to remove the equipment immediately. Contractor shall provide a site-specific health and safety plan and indicate hospital routes, and emergency contact information. Contractor shall provide a project contact list. All work shall comply with all Federal, State and Local Codes and Regulations. All work shall comply with the DCR Beach Management Plan and the Local Conservation Commissions Emergency Certificate and or superseding orders.

BID FORM

The undersigned hereby declares to have carefully examined the annexed form of Contract, Specifications, and Drawings therein referred to and also the sites upon which the projected work is to be performed.

- A. The undersigned proposes to furnish all labor and materials required for the 2024 Salisbury Beach Access 8, 9 & 10 dune maintenance work as per the emergency certificate, issue by the town of Salisbury and condition set for the by the natural heritage to DCR 40 Asbury Street Topsfield MA, 01983 as "specified below, subject to additions and deductions according to the terms of the Specifications.

The undersigned also hereby declares to be the only person interested in this Proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by the Owner is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom; and it is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this Proposal is made in good faith, without collusion or connection with any other person bidding for the same work; and that this Proposal is made with distinct reference and relation to the Bid Documents prepared for this case, and herein mentioned.

The Owner reserves the right to reject any or all bids, or any part of any bid or alternate, use or alter quantities as appropriate, and/or to waive any minor informalities in which is in the best interest of the Owner.

- B. This bid includes Addenda numbered ____.
- C. The bid prices are presented in the following schedule. The Bidder shall provide Total Prices for the project as follows.

BID FORM SUMMARY

The following Base Bid and Bid Add Alternates Pricing reflect the respective bid item breakdowns indicated in Tables 1 through 4 following the Bid Summaries.

- 1. The TOTAL BASE BID PRICE (Table 1 Base Bid 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

| ITEM NO. | QUANTITY | ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE | TOTAL PRICE |
|----------|----------|--|------------|-------------|
| 02100-1 | 1 LS | Mobilization and Demobilization at _____ _____ Dollars & Cents/Lump Sum | | |
| 02100-2 | 1 LS | Modify and Restore Access Sites and Staging Areas at _____ _____ Dollars & Cents/Lump Sum | | |
| 02225-8 | 400 TON | _____ Procurement, Transportation, and Placement of Sand (Public Access No. 8 Stairs) at _____ _____ Dollars & Cents/Cubic Yard | | |
| 02225-9 | 300 TON | _____ Procurement, Transportation, and Placement of Sand (Public Access No. 9) at _____ _____ Dollars & Cents/Cubic Yard | | |

| ITEM NO. | QUANTITY | ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE | TOTAL PRICE |
|--------------------------------|----------|--|-----------------------|-------------|
| 02225-10 | 300 TON | Procurement, Transportation, and Placement of Sand (Public Access No. 10) at _____ _____ Dollars & Cents/Cubic Yard | | |
| 02500-1 | 800 LF | _____ Procurement and Installation of Sand Fencing at _____ _____ Dollars & Cents/Lineal Foot | | |
| TOTAL BASE BID PRICE IN WORDS: | | | TOTAL BASE BID PRICE: | \$ |

- D. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this work.
- E. The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- F. I hereby certify that I have been informed that this project is sales tax exempt. I further certify that the bid prices contained herein do not include any calculations for sales tax.

Date: _____
(Name of General Bidder)

By _____

(Print Name as Signed Above)

(Title)

(Business Address)

TECHNICAL REQUIREMENTS

SECTION 01000 GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Work under the Contract includes, but is not limited to, the following Base Bid items:

1. General:

- a) Primary staging areas at Access 7 and 11. Alternate Staging area in Reservation Parking Lot 2 for deliveries/conveyance of sand and for contractor's use.
- b) Restore staging site and other site access locations

2. Salisbury Beach Access Sand Placements

- a) Public Beach Access No. 8: place sand up at a minimum of a 3:1 and around exposed foundation system to support structural integrity for safe passage of visitors (Access through Public Access No 7 or No. 11).
- b) Public Beach Access No 9: place sand up at a minimum of a 3:1 to restore dunes and for safe passage of visitors (Access through Public Access No. 7 or Access 11).
- c) Public Beach Access No 10: place sand up at a minimum of a 3:1 to restore dunes and for safe passage of visitors (Access through Public Access No. 7 or Access 11).

B. Work under the Contract includes, but is not limited to, the following Add Alternate Bid items, if selected:

1. Add Alternate No. 1 – Sand Fencing at Access Sand Placement Locations

- a) Procurement and installation of non-treated, wooden sand fencing and heavy-duty studded steel posts at 8-foot on center as shown on the contract.

1.02 CONTRACTOR USE OF SITE AND DELIVERY

- A. The alternate sand stockpile location will be staged from the Salisbury Beach State Reservation within the Reservation Parking Lot No. 2. It is anticipated that the sand will be transported to the various nourishment sites from this location. Staging site usage by the Contractor is limited to that area as necessary to access and perform the work for the proposed sand nourishment project. Contractor shall provide temporary barriers and signage around the staging area. Contractor shall restore the staging location to its preconstruction condition.
- B. For the nourishment areas at Public Access 8, Public Access 9, and Public Access 10, it is anticipated access will be through Public Access 7 or 11. The Contractor shall restore the access location to its pre-construction condition.
- C. The Contractor shall repair, at its own expense, any damage caused to the public or private 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 Owner.
- D. Comply with Massachusetts Department of Conservation and Recreation (DCR) rules and regulations, and regulatory agency requirements and conditions when performing work at the site.
- F. Contractor shall coordinate all deliveries to the site through the Owner or Engineer. Contractor use of the site including staging areas shall be minimal, as necessary and approved by the Owner or Engineer.
- G. Contractor shall make the necessary arrangements and secure the necessary permits for off-road vehicles to utilize the Reservation Parking Lot and Reservation roadways/accessways and the Town's public roadways. Separate chase vehicles and spotters will be required.
- H. Contractor shall provide chase vehicles and pedestrian spotters when equipment and off-road vehicles are transiting on the beach.

1.03 CONSTRUCTION SCHEDULES AND SUBMITTALS

- A. Unless otherwise specified, within seven (7) calendar days from the Notice to Proceed the Contractor shall submit to the Engineer a schedule of construction tasks. Contractor shall also provide a complete breakdown of all items that shall be paid for under this Contract in a lump sum manner. 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.
- B. Sand placement and fencing installation work for the nourishment work areas shall be completed on or before March 1, 2024.
- C. The Construction schedule shall be maintained on the project for review during site meetings. If a major change is made to the schedule, three (3) copies of the updated schedule shall be submitted to the Engineer immediately.
- D. Upon the Contractor's receipt, Contractor shall submit to the Engineer three (3) copies of any and all written permissions from the proper authorities, to close or obstruct streets, walks and adjacent facilities along with the plans for the approved alternate route(s) to be established. Also, submit three (3) copies of any and all written permissions from property owners for the Contractor to trespass and/or transgress their property which were not included in the project easements.
- E. Contractor shall submit shop drawings and product info as required by other Sections.

1.04 INSPECTIONS

- A. The Owner will assign an inspector to this project on a full-time basis, as required to cover the work under this Contract. The Inspector, Resident Engineer, or Engineer shall be the Owner's Representative for this project.
- B. 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 of the removal of these materials shall be the responsibility of the Contractor.
- C. The Engineer shall be permitted at all times to inspect the work and check the lines, grades, elevations, reference marks, 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.

1.05 PHOTOGRAPHS

- A. The Contractor shall, at their own expense, furnish the Owner with suitable digital color photographs of the project before, during and after construction. Photographs will be taken to reveal as many site features as possible.

1.06 QUALITY CONTROL AND WORKMANSHIP

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

1.07 CONSTRUCTION FACILITIES

- A. Provide and maintain temporary sanitary facilities as necessary for Contractor personnel. Contractor shall not provide trailer or other temporary facilities on site.
- B. Contractor shall provide on-site cellular 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.

1.08 PERMITS AND MITIGATION MEASURE

- A. Attention is directed to the Environmental Permits relating to this Contract. All stipulations of these documents shall be adhered to at all times throughout the duration of this contract, at no additional cost to the Owner. Regulatory approval requirements are included within the Sections describing work elements.

- 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; 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.

1.09 SURVEY CONTROL

- A. Layout of the proposed sand nourishment and access areas to be approved by the Engineer prior to construction due to minor shifting of sand dunes. All necessary survey work shall be the responsibility of the Contractor.
- B. Locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points.
- C. 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. If the Contractor, through willfulness or carelessness, removes or permits the removal of such reference marks before prosecution of the work requires it, they shall be replaced at the Contractor's own expense.
- D. All work shall conform during its progress and on its completion truly to the lines and grades given by the Contract Documents. 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.

1.10 HOURS OF WORK

- A. Hours of Work are limited at the Project Site to between 7:00 A.M. and 5:00 P.M. unless otherwise approved in writing by the Engineer, the Town, or DCR. No work shall be performed on site during the weekends.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - METHOD OF MEASUREMENT AND PAYMENT

4.01 GENERAL

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

END OF SECTION

SECTION 02100 MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This item shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, including access and access roads, restoration of site and adjacent properties affected by Contractor operations and 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.
- B. Access, temporary construction facilities, and submittal items shall be in accordance with the requirements of the applicable sections of the Contract.
- C. This item shall also include efforts required to prepare the site for work and to restore the required portions of the site to their original, pre-construction condition.
- D. The removal, storing/stockpiling and resetting/restoration of existing structures needing to be removed or relocated during staging and access operations to each of the sites.
- E. Contractor to provide temporary "No Parking" signs and offer temporary signage and barriers as needed to notify the public of ongoing operations and to keep the public away from the staging and work areas.

PART 2 PRODUCTS

2.01 GENERAL

Products will be as required and as specified in other sections of these Specifications.

PART 3 EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION

Contractor shall perform necessary work in accordance with the requirements of the Contract.

3.02 SITE PREPARATION AND RESTORATION

- A. Contractor shall provide site access as required for the transport of materials and equipment to the various project sites as shown on the Drawings. It is anticipated that all work will be staged from within the Reservation. Beach access for various sites will be as follows:
 - a. Public Access 7 and 11 will be the access point for the nourishment areas at Public Access 8, 9 and 10.
- B. Contractor shall remove all materials used for access and restore all areas to their pre-construction condition, to the satisfaction of the Engineer.
- C. Excess material shall be removed from the site and become the property of the Contractor.

PART 4 METHOD OF MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for Mobilization and Demobilization, shall be per the percentage of mobilization and demobilization complete, which shall include mobilization and demobilization of all material, equipment including the Contractor's temporary facilities, site access, labor, transportation, supervision, submittals and other incidental or appurtenant work required to complete mobilization and demobilization as shown on the Drawings, as specified herein, and as directed by the Owner's Representative.
- B. Measurement for payment for Modify and Restore Access Sites and Staging Area, including site preparation and restoration removal, storing/stockpiling and resetting/restoration of existing structures needing to be removed or relocated during staging and access operations to each of the sites. as specified herein shall be made on a lump sum basis under Contract Item 02100-2 MODIFY AND RESTORE ACCESS SITES AND STAGING AREA.
- C. No measurement for payment shall be made for material utilized for access, which is not incorporated into the final improvement work.

4.02 PAYMENT

- A. The first payment of 50 percent of the lump sum price shall be made following the completion of 20 percent of the Contract work. Upon completion of all work, the remaining payment for Contract Item 02100-1 MOBILIZATION AND DEMOBILIZATION, shall be paid.
- B. Payment for work shall be per the percentage of site preparation and restoration removal, storing/stockpiling and resetting/restoration of existing structures needing to be removed or relocated during staging and access operations to each of the sites including site access, labor, transportation, supervision, submittals and other incidental or appurtenant work required to complete the work as shown on the Drawings, as specified herein, and as directed by the Owner's Representative.
- C. No payment shall be made for any necessary temporary demobilization and remobilization due to inclement weather, as stated above.
- D. Services, materials, and all other work associated with implementation of work specified in Section 01000, General Requirements, or not included under other Contract items, shall also be included for payment under Contract Item 02100-1 MOBILIZATION AND DEMOBILIZATION.

4.03 PAYMENT ITEM

| ITEM | DESCRIPTION | UNIT PRICE |
|-------------|---|-------------------|
| 02100-1 | MOBILIZATION/DEMOBILIZATION | Lump Sum |
| 02100-2 | MODIFY AND RESTORE ACCESS SITES AND STAGING AREA | Lump Sum |

END OF SECTION

SECTION 02225 SAND

PART 1 GENERAL 1.01 WORK INCLUDED

- A. Supplying and delivery of sand material to the proposed work locations, listed as follows under Base Bid work:
 - 1. Public Access No. 8
 - 2. Public Access No. 9
 - 3. Public Access No. 10

- B. Placement of sand material onto Salisbury Beach in the locations listed above, in the configuration as indicated on the Project Drawings and as directed by the Engineer.

1.02 REFERENCES

- A. ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D-2216-66 Water Content Determination.
- C. Massachusetts Department of Transportation (MASSDOT) - Standard Specifications for Highways and Bridges.

1.03 SEDIMENT SAMPLES AND TESTS

- A. The Contractor shall submit a 5-lb. sample of the proposed sand nourishment material for approval prior to ordering.
- B. Grain size distribution and moisture-density characteristics shall be included for each sample.

PART 2 MATERIALS 2.01 SAND MATERIAL

- A. Sand Material: The new sand material required shall have soil gradation as indicated below:

Sieve Percent Passing
U.S. Standard by Weight

| <u>Minimum</u> | | <u>Maximum</u> |
|----------------|-----|----------------|
| 3/8" | 100 | 100 |
| No. 4 | 95 | 100 |
| No. 10 | 75 | 98 |
| No. 20 | 35 | 85 |
| No. 40 | 5 | 57 |
| No. 60 | 0 | 20 |
| No. 100 | 0 | 5 |
| No. 200 | 0 | 3 |

- B. Sand material shall match the color of existing sediments as closely as possible, as approved by the Engineer. This material shall be delivered from off-site and shall not be excavated from surrounding beaches.
- C. Sand material approved for use shall be clean, granular, free from roots or other organic material, trash and frozen material and shall be capable of meeting the size requirements hereinafter specified.
- D. Debris that is visible or uncovered during existing sand movement to be removed and properly disposed of.

PART 3 EXECUTION 3.01 PREPARATION

- A. The Contractor shall verify that areas where sand is to be placed are free of debris, snow, ice, or water, and ground surfaces are not frozen.
- B. The Contractor shall lay out areas in the field where sand is to be placed, in accordance with the Drawings and as directed by the Engineer. Contractor shall provide horizontal and vertical control, as approved by the Engineer.
- C. The Contractor shall notify the Engineer representative of the schedule of sand deliveries, providing a minimum advance notice of 24 hours prior to sand delivery.

3.02 SAND DELIVERY AND PLACEMENT

- A. Sand delivery shall be made to the placement location as indicated by the drawings. Contractor shall be required to fill this area with sand stockpiled to a volume that will allow continuous operations sand placement to occur for the project. Contractor shall replenish sand to allow maintaining of operations by phased deliveries, as approved by the Engineer.

- B. Delivered sand shall be stockpiled only within the area indicated on the Contract Drawings in a manner that is stable and will not represent a hazard to the public, private property, or installation operations.
- C. Portions of the existing sand at Beach Center North is to be moved to fortify the dune to the south along with imported sand. Debris that is visible or uncovered during existing sand movement to be removed and properly disposed of.
- D. Contractor shall provide and maintain access for equipment and materials from the stockpile location to the project site. Contractor shall use sand material for access.
- E. Make changes in grade gradual. Blend slopes into level areas.
- F. Do not place any sand material during unfavorable weather conditions.
- G. The contractor shall undergo all operations so that no equipment will come into contact with existing dune face. Any damage to the existing dune shall be repaired at the contractor's own expense.
- H. Existing damaged, non-conforming sand fencing and steel posts shall be removed, savaged, rolled, and delivered to DCR's headquarters at the Salisbury Beach State Reservation.
- I. Contractor shall place sand to the limits as indicted on the Drawings. Contractor shall use the utmost care and protect from damage when placing sand around existing access structures to remain.

3.03 TOLERANCES

- A. Top Surface of placed sand: Plus, or minus six (6) inches.

PART 4 METHOD OF MEASUREMENT AND PAYMENT 4.01 MEASUREMENT AND PAYMENT

- A. Payment for measurement for PROCUREMENT, TRANSPORTATION AND PLACEMENT OF SAND – PUBLIC ACCESS NO. 8 STAIRS, Item 02225-8 shall be paid the contract unit price per cubic yard, furnished, delivered, unloaded in place within the stockpile location, matting or plating of access ways and delivered, placed and graded on site in locations to be determined by the Department which unit price shall include full

**SAND
02225-3**

compensation for the furnishing of all labor, materials, tools, and equipment, supervision, survey, and all other incidental work necessary to complete the work under this item, as shown on the Drawings, as herein specified, and as directed.

- B. Payment for measurement for PROCUREMENT, TRANSPORTATION AND PLACEMENT OF SAND – PUBLIC ACCESS NO. 9 STAIRS, Item 02225-9 shall be paid the contract unit price per cubic yard, furnished, delivered, unloaded in place within the stockpile location, matting or plating of access ways and delivered, placed and graded on site in locations to be determined by the Department which unit price shall include full compensation for the furnishing of all labor, materials, tools, and equipment, supervision, survey, and all other incidental work necessary to complete the work under this item, as shown on the Drawings, as herein specified, and as directed.
- C. Payment for measurement for PROCUREMENT, TRANSPORTATION AND PLACEMENT OF SAND – PUBLIC ACCESS NO. 10 STAIRS, Item 02225-10 shall be paid the contract unit price per cubic yard, furnished, delivered, unloaded in place within the stockpile location, matting or plating of access ways and delivered, placed and graded on site in locations to be determined by the Department which unit price shall include full compensation for the furnishing of all labor, materials, tools, and equipment, supervision, survey, and all other incidental work necessary to complete the work under this item, as shown on the Drawings, as herein specified, and as directed.
- D. The quantity to be paid for sand shall be based upon the weight of material as shown on weight slips attested to by a sworn weigher. The weight slips shall be delivered at the site of the work and shall be countersigned by the Contractor; and only such material actually accepted and placed as herein specified shall be paid for.
- E. The relationship between weight and volume for this project is figured as 1.3 tons per cubic yard of sand.
- F. Contractor shall provide moisture content of sand material as directed by the Engineer. For sand deliveries having water content, measured per ASTM requirements in excess of 5 percent, the weight of water in excess of 5 percent shall be subtracted from the total weight slip payment amount, as calculated by the Engineer.

4.02 PAYMENT ITEMS

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> |
|-------------|---|-------------------|
| 02225-8 | PROCUREMENT, TRANSPORTATION, AND PLACEMENT OF SAND – PUBLIC ACCESS NO. 8 STAIRS | Ton |
| 02225-9 | PROCUREMENT, TRANSPORTATION, AND PLACEMENT OF SAND – PUBLIC ACCESS NO. 9 | Ton |
| 02225-10 | PROCUREMENT, TRANSPORTATION, AND PLACEMENT OF SAND – PUBLIC ACCESS NO. 10 | Ton |

END OF SECTION

**SAND
02225-5**

SECTION 02500 SAND FENCING

PART 1 GENERAL 1.01 WORK INCLUDED

- A. Work includes sand fencing to be placed at each of the repaired accessways as selected in the Add Alternate1, if selected per contract.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. A36-Structural Steel.
 - 2. A386- Zing-Coating Hot-Dip on Assembled Steel Products.
- B. American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges".
- C. Structural Steel Painting Manual (SSPC)
- D. Massachusetts Department of Transportation (MASSDOT) Standard Specifications for Highways and Bridges.

1.03 SUBMITTALS

- A. Submit shop drawings for sand fence, including posts and connections.

PART 2 PRODUCTS 2.01 SAND FENCE

- A. Sand fence shall consist of 4-foot-high wooden fencing strips galvanized wire connected and supported by steel posts.
- B. Posts shall be steel, minimum of 6 foot long, in accordance with the recommendations of the fence manufacturer. Posts shall be spaced at a maximum of 8 feet on center, with a post placed at every change in direction.
- C. Wooden pickets shall have a minimum width of 1½ inches, and a minimum thickness of 3/8 inch. Wood shall be #1 Spruce or Poplar and natural coated. Wire shall be 5-strand galvanized wire. Wire connections, 5 tie

connections per post, shall be #5 galvanized wire, double rows construction.

PART 3 EXECUTION 3.01 PREPARATION

- A. Sand fence posts shall be laid out in straight alignment. Contractor shall provide grading along alignment of fence to allow full height exposure of fence pickets. Contractor shall embed pickets in areas where grading prevents full exposure, only as approved by the Engineer.

3.02 INSTALLATION

- A. Sand fencing shall be connected to the posts utilizing existing picket wire and supplemental tie wire. Attachments shall be made tight to minimize bends in alignment as approved by the Engineer.
- B. Posts shall be installed to a minimum depth of 2 feet. Holes for posts shall be backfilled with compacted sand.

3.03 DEFECTIVE WORK

- A. Any item installed in an unsafe manner, or not to industry standards, as determined by the Engineer.
- B. Fencing out of plumb, distorted or with sharp edges, as determined by the Engineer, shall be corrected to the satisfaction of the Owner.

PART 4 MEASUREMENT AND PAYMENT 4.01 MEASUREMENT AND PAYMENT

- A. Sand Fence shall be measured for payment by the lineal foot of fence installed, under PROCUREMENT AND INSTALLATION OF SAND FENCING (ACCESS NO 8, 9, 10), Item 02500-2 (Add Alt 1) in accordance with the drawings and specified herein. The unit price shall include the procurement and installation of sand fence including layout, post installation, fence/post connection, including all labor, material, tools, equipment, supervision, survey, and all other incidental work necessary to complete the work under this item, as shown by the Drawings, specified herein, and as directed.

| ITEM | DESCRIPTION | UNIT PRICE |
|-------------|--------------------|-------------------|
|-------------|--------------------|-------------------|

| | | |
|--|---------------------------------|--|
| | SAND FENCING 02500-2 | |
|--|---------------------------------|--|

02500-2
(Add-Alt 1)

PROCUREMENT AND INSTALLATION Lineal Foot
OF SAND FENCING
(ACCESS R8, 9, 10)

END OF SECTION

SAND FENCING
02500-3

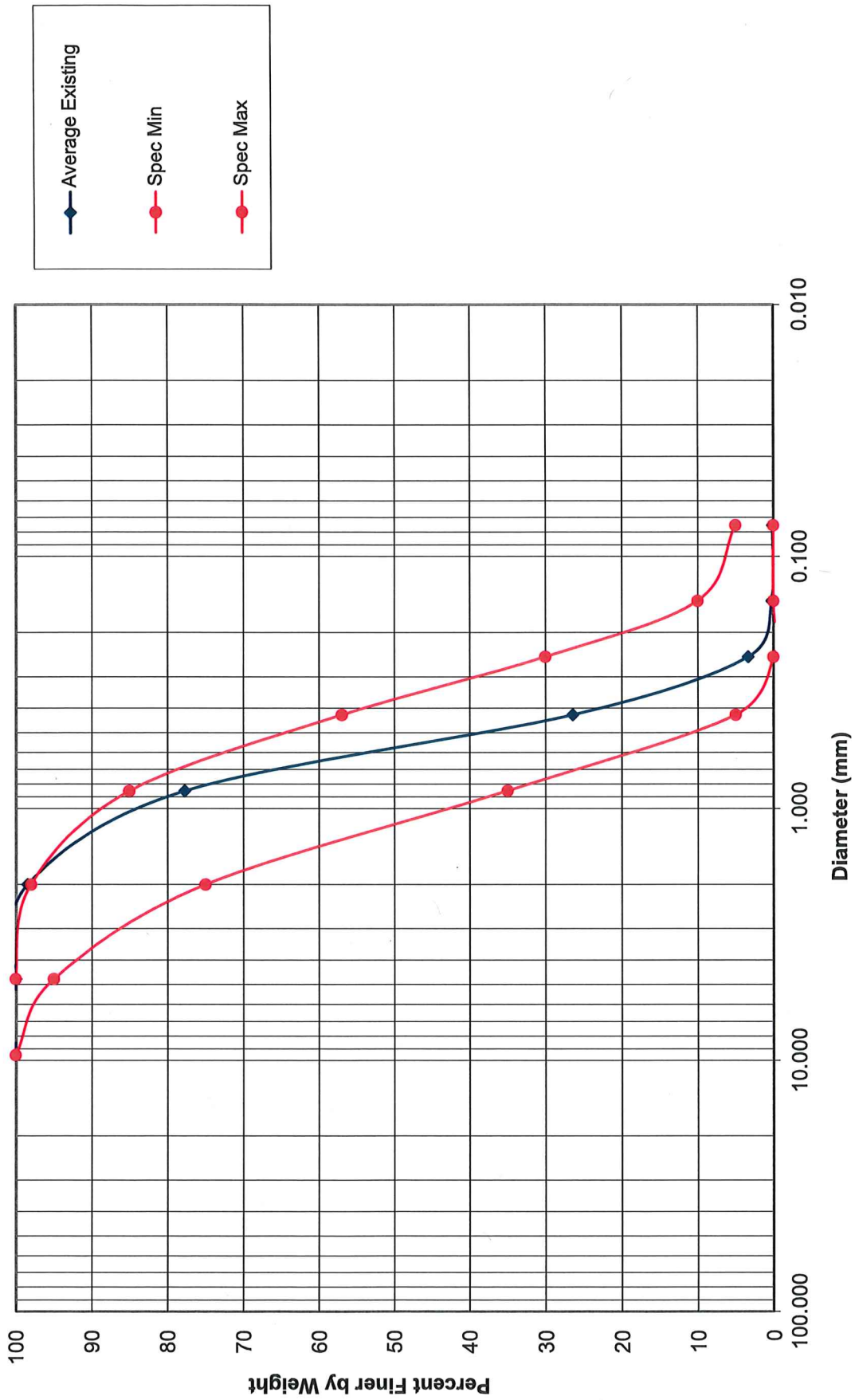
ATTACHMENT A

**EMERGENCY CERTIFICATION –
SALISBURY CONSERVATION COMMISSION**

ATTACHMENT B

SAND SPECIFICATION FOR OFF-SITE MATERIAL

Salisbury Beach Dune Nourishment



ATTACHMENT C
WR1 Wage Rates

ATTACHMENT D: BEACH ACCESS POINTS



Beach Access 8 Current Conditions. 4 Helical Piles to be replaced by others.



Beach Access 9 Current Conditions. Boardwalk to be Removed to be replaced by others.02/01/24



Beach Access 10 Current Conditions. Boardwalk to be Removed to be by others 02/01/24





Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Emergency Certification Form
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Emergency Information

Issuance From: Salisbury Conservation Commission
Issuing Authority

1. Site Location: Salisbury Beach Public Access 8, 9, 10

2. Reason for Emergency:
 Public beach access 8, 9 and 10 have sustained critical damage creating an imminent threat to public safety through lack of emergency access and safe egress. See attached.

3. Applicant to perform work: Massachusetts Department of Conservation and Recreation

4. Public agency to perform work or public agency ordering the work to be performed:
Town of Salisbury Emergency Management Agency and Conservation Commission

| | | |
|------------------------|------------------|------------------|
| 5. Date of Site Visit: | Start Date: | End Date*: |
| <u>1/24/2024</u> | <u>1/31/2024</u> | <u>2/29/2024</u> |

* no later than 30 days from start date or 60 days in the case of an Immediate Response Action approved by DEP to address an oil/hazardous material release.

6. Work to be allowed*:
See attached work description.

* May not include work beyond that necessary to abate the emergency.

B. Signatures

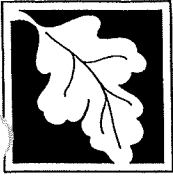
Certified to be an Emergency by this Issuing Authority.

Signatures:

[Signature]
Chairman (or designee)

1/30/2024
Date

A copy of this form must be provided to the appropriate DEP Regional Office.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Emergency Certification Form
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions

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 Emergency Certification or subject to enforcement action.
 2. This Emergency Certification does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of property rights.
 3. This Emergency Certification does not relieve the applicant or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
 4. Any work conducted beyond that described above, and any work conducted beyond that necessary to abate the emergency, shall require the filing of a Notice of Intent.
 5. 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 Emergency Certification at reasonable hours to evaluate compliance with this Certification, and may require the submittal of any data deemed necessary by the Conservation Commission or the Department for that evaluation.
 6. This Emergency Certification shall apply to any contractor or any other person performing work authorized under this Certification.
 7. No work may be authorized beyond 30 days from the date of this certification without written approval of the Department.
-

D. Special Conditions

1. All work shall occur landward of MHW.
 2. All conditions of NHESP shall be met.
 3. Sand imported to the site shall be compatible to the site and meet the gradation requirements in the Salisbury Beach Management Plan (2008).
 4. Any resource areas that are disturbed during construction are to be restored immediately, in accordance with a plan approved by the Conservation Commission.
-
-

E. Appeals

The Department may, on its own motion or at the request of any person, review: an emergency certification issued by a conservation commission and any work permitted thereunder; a denial by a conservation commission of a request for emergency certification; or the failure by a conservation commission to act within 24 hours of a request for emergency certification. Such review shall not operate to stay the work permitted by the emergency certification unless the Department specifically so orders. The Department's review shall be conducted within seven days of: issuance by a conservation commission of the emergency certification; denial by a conservation commission of the emergency certification; or failure by a conservation commission to act within 24 hours of a request for emergency certification. If certification was improperly granted, or the work allowed thereunder is excessive or not required to protect the health and safety of citizens of the Commonwealth, the Department may revoke the emergency certification, condition the work permitted thereunder, or take such other action as it deems appropriate.



Notice to Proceed

SUMCO ECO
Attn: Travis Sumner
2 Centennial Drive
Suite 4D Peabody, MA 01960
978.744.1515

RE: Notice to Proceed with: Salisbury Beach Access Sand Placement Work

Contract No.: P24-3571-C1A

Dear Mr. Sumner,

This Notice to Proceed is provided by the Massachusetts Department of Conservation and Recreation as formal authorization to proceed with the above referenced contract. This Notice to Proceed is effective as of the date signed below and is provided on a not-to-exceed basis of the new contract value of \$79,900.00 and all work is to be completed by the contract end date of March 31, 2024. No additional work should be undertaken without written approval by the department prior to commencement. As in the original contract, Massachusetts Department of Conservation and Recreation has the authority to negotiate additional services. All terms and conditions of subject contract remain in full force and effect except as explicitly modified by Amendment Number 12. If you have any question, please contact Darryl A. Forgione the Project Engineer, Department of Conservation and Recreation project engineer at Darryl.Forgione@Mass.Gov. Thank You.

Sincerely,

Patrice Kish

Patrice Kish
Chief Engineer

02/09/2024

Authorization Date

cc: Contract Administrator
Alex Smigliani
Darryl Forgione

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
State Transportation Building
10 Park Plaza, Suite 6620
Boston, MA 02116-3978
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr



Maura T. Healey
Governor

Kimberley Driscoll
Lt. Governor

Rebecca L. Tepper, Secretary
Executive Office of Energy & Environmental Affairs

Brian Arrigo, Commissioner
Department of Conservation & Recreation

BID FORM

The undersigned hereby declares to have carefully examined the annexed form of Contract, Specifications, and Drawings therein referred to and also the sites upon which the projected work is to be performed.

- A. The undersigned proposes to furnish all labor and materials required for the 2024 Salisbury Beach Access 8, 9 & 10 dune maintenance work as per the emergency certificate, issue by the town of Salisbury and condition set for the by the natural heritage to DCR 40 Asbury Street Topsfield MA, 01983 as "specified below, subject to additions and deductions according to the terms of the Specifications.

The undersigned also hereby declares to be the only person interested in this Proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by the Owner is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom; and it is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this Proposal is made in good faith, without collusion or connection with any other person bidding for the same work; and that this Proposal is made with distinct reference and relation to the Bid Documents prepared for this case, and herein mentioned.

The Owner reserves the right to reject any or all bids, or any part of any bid or alternate, use or alter quantities as appropriate, and/or to waive any minor informalities in which is in the best interest of the Owner.

- B. This bid includes Addenda numbered None.
- C. The bid prices are presented in the following schedule. The Bidder shall provide Total Prices for the project as follows.

BID FORM SUMMARY

The following Base Bid and Bid Add Alternates Pricing reflect the respective bid item breakdowns indicated in Tables 1 through 4 following the Bid Summaries.

1. **The TOTAL BASE BID PRICE (Table 1 Base Bid Total) is:**

Seventy-Nine Thousand, Nine Hundred Dollars

(\$79,900.00)

(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

| ITEM NO. | QUANTITY | ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE | TOTAL PRICE |
|----------|----------|--|------------|-------------|
| 02100-1 | 1 LS | Mobilization and Demobilization at <u>Seven Thousand Dollars & Zero Cents</u> <hr/> Dollars & Cents/Lump Sum | \$7,000.00 | \$7,000.00 |
| 02100-2 | 1 LS | Modify and Restore Access Sites and Staging Areas at <u>Three Thousand, Five Hundred Dollars and Zero Cents</u> <hr/> Dollars & Cents/Lump Sum | \$3,500.00 | \$3,500.00 |
| 02225-8 | 400 TON | <hr/> Procurement, Transportation, and Placement of Sand (Public Access No. 8 Stairs) at <u>Fifty Nine Dollars and Zero Cents</u> <hr/> Dollars & Cents/Ton | \$59.00 | \$23,600.00 |
| 02225-9 | 300 TON | <hr/> Procurement, Transportation, and Placement of Sand (Public Access No. 9) at <u>Fifty Nine Dollars and Zero Cents</u> <hr/> Dollars & Cents/Ton | \$59.00 | \$17,700.00 |

| ITEM NO. | QUANTITY | ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS | UNIT PRICE | TOTAL PRICE |
|---|----------|---|--|-------------|
| 02225-10 | 300 TON | Procurement, Transportation, and Placement of Sand (Public Access No. 10) at <u>Fifty Nine Dollars and Zero Cents</u> <hr/> Dollars & Cents/Ton | \$59.00 | \$17,700.00 |
| 02500-1 | 800 LF | <hr/> Procurement and Installation of Sand Fencing at <u>Thirteen Dollars and Zero Cents</u> <hr/> Dollars & Cents/Lineal Foot | \$13.00 | \$10,400.00 |
| TOTAL BASE BID PRICE IN WORDS: Seventy Nine Thousand, Nine Hundred Dollars and Zero Cents | | | TOTAL BASE BID PRICE: \$ 79,900.00 | |

- D. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this work.
- E. The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- F. I hereby certify that I have been informed that this project is sales tax exempt. I further certify that the bid prices contained herein do not include any calculations for sales tax.

Date: 2/7/2024 SumCo Eco-Contracting, LLC.
(Name of General Bidder)

By 

Richard Sumner
(Print Name as Signed Above)

Manager
(Title)

2 Centennial Drive – Suite 4D Peabody, MA 01960
(Business Address)



RESTORE • CREATE • ENHANCE



Ecosystem
Restoration
& Mitigation



Dam
Removal
& River
Restoration



Coastal
Stabilization



Infrastructure &
Resiliency



Dredging
& Marine
Construction



Parks & Open
Spaces



Native Plant
Communities



Remediation

February 7, 2024

To Whom It May Concern:

SumCo Eco-Contracting, LLC is a limited liability company organized in the State of Massachusetts. Limited Liability Companies (LLCs) do not have Boards of Directors or elected officers. LLCs are organized and owned by Members and are run by Managers, designated from time to time by those Members. Managers are authorized, for and on behalf of the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC and to exercise all powers and authority granted by the Massachusetts Limited Liability Company Act to managers.

The following individuals were designated as Managers of SumCo Eco-Contracting, LLC in the Company's Certificate of Organization, filed with the Commonwealth of Massachusetts on February 17, 2006, and are therefore authorized to execute contracts and bonds in the name and on behalf of the Company. Such designation has not been amended or rescinded and remains in full force and effect as of this date.

Richard Sumner
80 Bridge Street
Manchester, MA 01944

Travis Sumner
69 Lime Street
Newburyport, MA 01950

Respectfully submitted,
SumCo Eco-Contracting, LLC

Richard Sumner
Manager

Travis Sumner
Manager



**Salisbury Beach Dune Maintenance and Sand Nourishment Project
Salisbury, MA**

**Change Order Request
03/07/2024
Change Order Request No. 001**

Change Order Request No. 001 – Time Extension

May this letter serve as a formal request for time extension of FAC 120 contract #P24-3571-C1A - Salisbury Beach Access Sand Placement Work. Notice to Proceed was signed and dated February 9, 2024, with a contract end date of March 31, 2024. If approved, this no cost change request would extend the contract end date through June 30, 2024.

Respectfully Submitted,
SumCo Eco-Contracting, LLC

Travis Sumner
Manager



Notice to Proceed

TO: SUMCO ECO
Attn: Travis Sumner
2 Centennial Drive
Suite 4D Peabody, MA 01960
978.744.1515

RE: Notice to Proceed with: Salisbury Beach Access Sand Placement Work

Contract No.: P24-3571-C1A

Dear Mr. Sumner,

RE: Notice To Proceed with: Salisbury Beach Access 8, 9, & 10 Sand Placement Work. **(NO COST TIME EXTENSION)**

Contract No.: P24-3571-C1A

This Notice to Proceed is provided by the Massachusetts Department of Conservation and Recreation as formal authorization to proceed with the above referenced contract. This Notice to Proceed is effective as of the date signed below and is provided on a not-to-exceed basis of the new contract value of \$79,900.00 and all work is to be completed by the contract end date of June 30, 2024. No additional work should be undertaken without written approval by the department prior to commencement. As in the original contract, Massachusetts Department of Conservation and Recreation has the authority to negotiate additional services. **All terms and conditions of subject contract remain in full force and effect except as explicitly modified by Amendment Number 1.** If you have any question, please contact Darryl A. Forgione the Project Engineer, Department of Conservation and Recreation project engineer at Darryl.Forgione@Mass.Gov. Thank You.

Sincerely,

Patrice Kish

Patrice Kish
Chief, Design & Engineering

03/27/2024

Authorization Date

cc: Contract Administrator
Alex Smigliani, Darryl Forgione

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
State Transportation Building
10 Park Plaza, Suite 6620
Boston, MA 02116-3978
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr



Maura T. Healey
Governor

Kimberley Driscoll
Lt. Governor

Rebecca L. Tepper, Secretary
Executive Office of Energy & Environmental Affairs

Brian Arrigo, Commissioner
Department of Conservation & Recreation