

Superseded General Decision Number: MA20220002

State: Massachusetts

Construction Types: Heavy (Heavy and Dredging)
HEAVY CONSTRUCTION PROJECTS; AND
MARINE CONSTRUCTION PROJECTS

County: Worcester County in Massachusetts.

HEAVY CONSTRUCTION PROJECTS; AND MARINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1	01/13/2023
2	01/20/2023
3	01/27/2023
4	02/03/2023
5	02/17/2023
6	03/03/2023
7	03/17/2023
8	03/24/2023
9	03/31/2023
10	04/07/2023

ASBE0006-005 09/01/2022

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coating, and finishes all types of mechanical systems.....	\$ 46.13	33.99
Includes the application of all insulating materials, protective coverings, coating, and finishes to all types of mechanical systems.....	\$ 37.50	24.35

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRMA0001-002 02/01/2023

SPRINGFIELD/PITTSFIELD CHAPTER WORCESTER (Warren County)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 48.76	32.27

BRMA0001-014 02/01/2023

WORCESTER CHAPTER
WORCESTER (Auburn Barre, Blackstone, Berlin, Bolton, Boylston,
the Brookfields, Charlton, Clinton, Douglas, Dudley, Grafton,
Hardwick, Holden, Leicester, Mendon, Millbury, Milville, New
Braintree, Northboro, Northbridge, Oakham, Oxford, Paxton,
Rutland, Shrewsbury, Southbridge, Spencer, Sturbridge, Sutton,
Upton, Uxbridge, Webster, Westboro, West Boylston, Worcester)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 58.21	33.71

BRMA0001-015 02/01/2023

LOWELL CHAPTER
WORCESTER (Hopedale, Milford, Southboro)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 58.21	33.71

BRMA0001-023 02/01/2023		

LOWELL CHAPTER
 WORCESTER (Ashburham, Athol, Fitchburg, Gardner, Harvard,
 Hubbardston, Lancaster, Leominster, Lunenburg, Petersham,
 Phillipston, Princeton, Royalston, Sterling, Templeton,
 Westminster, Winchendon)

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	\$ 58.21	33.71

BRMA0003-001 02/01/2023		

	Rates	Fringes
Marble & Tile Finisher.....	\$ 46.25	32.43
Marble, Tile & Terrazzo Workers.....	\$ 60.37	34.37
TERRAZZO FINISHER.....	\$ 59.29	34.21

CARP0056-004 08/01/2022		

	Rates	Fringes
DIVER TENDER.....	\$ 52.15	34.10
DIVER.....	\$ 68.70	35.57

CARP0056-008 08/01/2022		

	Rates	Fringes
PILEDRIVERMAN.....	\$ 45.74	34.10

CARP0336-002 03/01/2023		

WORCESTER (Except Gilbertville, Harwick, Warren, West
 Brookfield)

	Rates	Fringes
Carpenter/Lather.....	\$ 45.12	29.43

CARP0336-007 03/01/2023		

WORCESTER (Gilbertville, Hardwick, Warren, West Brookfield)

	Rates	Fringes
Carpenter/Lather.....	\$ 45.12	29.43

CARP1121-004 01/02/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 39.18	31.18

ELEC0096-002 09/04/2022

WORCESTER (Warren)

	Rates	Fringes
ELECTRICIAN.....	\$ 45.59	30.92

ELEC0104-001 08/29/2022		

	Rates	Fringes
Line Construction:		
Cableman.....	\$ 53.06	28.49+A
Equipment Operator.....	\$ 45.10	25.20+A
Groundman.....	\$ 29.18	12.10+A
Lineman.....	\$ 53.06	28.49+A

A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Columbus Day, provided the employee has been employed 5 working days prior to any one of the listed holidays.

ELEV0041-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.13	37.335+a+b

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-003 12/01/2022

WORCESTER (Except Athol, Barre, Brookfield, East Brookfield, Hardwick, New Braintree, North Brookfield, Oakham, Petersham, Phillipston, Royalston, Strutbridge, Templeton, Warren, West Brookfield, Winchendon)

	Rates	Fringes
Power equipment operators:		
BUILDING, HEAVY & MARINE		
GROUP 1.....	\$ 48.73	29.25
Group 1.....	\$ 51.38	30.10
GROUP 2.....	\$ 48.23	29.25
Group 2.....	\$ 50.83	30.10
GROUP 3.....	\$ 32.47	29.25
Group 3.....	\$ 32.72	30.10
GROUP 4.....	\$ 39.89	29.25
Group 4.....	\$ 41.76	30.10
GROUP 5.....	\$ 23.08	29.25
Group 5.....	\$ 23.48	30.10
GROUP 6.....	\$ 27.64	29.25
Group 6.....	\$ 28.44	30.10

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

HOURLY PREMIUM FOR BOOM LENGTHS (Including Jib):

Over 150 ft. +2.18
Over 185 ft. +3.84
Over 210 ft. +5.39
Over 250 ft. +8.16
Over 295 ft. +11.29
Over 350 ft. +13.14

POWER EQUIPMENT OPERATORS CLASSIFICATIONS BUILDING AND HEAVY CONSTRUCTION

GROUP 1: Power shovel; crane; truck crane; derrick; pile driver; trenching machine; mechanical hoist pavement breaker; cement concrete paver; dragline; hoisting engine; three drum machine; pumpcrete machine; loaders; shovel dozer; front end loader; mucking machine; shaft hoist; steam engine; backhoe; gradall; cable way; fork lift; cherry picker; boring machine; rotary drill; post hole hammer; port hole digger; asphalt plant on job site; concrete batching and/or mixing plant on job site; crusher plant on job site; paving concrete mixer; timber jack

GROUP 2: Sonic or vibratory hammer; grader; scraper; tandem scraper; bulldozer; tractor; mechanic - maintenance; York rake; mulching machine; paving screed machine; stationary steam boiler; paving concrete finishing machine; grout pump; portable steam boiler; portable steam generator; roller; spreader; asphalt paver; locomotives or machines used in place thereof; tamper (self propelled or tractor-draw); cal tracks; ballast regulator; rail anchor machine; switch tamper; tire truck

GROUP 3: Pumps (1-3 grouped); compressor; welding machines (1-3 grouped); generator; sighting plant; heaters (power driven, 1- 5); syphon-pulsometer; concrete mixer; valves controlling permanent plant air steam, conveyor, wellpoint system (operating)

GROUP 4: Assitant engineer (fireman)

GROUP 5: Oiler (other than truck cranes and gradalls)

GROUP 6: Oiler (on truck cranes and gradalls)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS MARINE CONSTRUCTION

GROUP 1: Shovel; crane; truck crane; cherry picker; derrick; pile driver; two or more drum machines; lighters; derrick boats; trenching machines; mechanic hoist pavement breakers; cement concrete pavers; draglines; hoisting engines; pumpcrete machines; elevating graders; shovel dozer; front end loader; backhoe; gradall; cable ways; boring machine; rotary drill; post hole hammer; post hole digger; fork lift; timber jack; asphalt plant (on site); concrete batching and/or mixing plant (on site); crusher plant (on site); paving concrete mixer

GROUP 2: Portable steam boiler; portable steam generator; sonic or vibratory hammer; grader; scraper; tandem scraper; concrete pump; bulldozer; tractor; York rake; mulching machine; roller; spreader; tamper (self-propelled or tractor-drawn); asphalt paver; concrete mixer with side loader; mechanic - maintenance; cal tracks; ballast regulator; switch tamper; rail anchor machine; tire truck

GROUP 3: Pumps (1-3 grouped); comressor; welding machines (1-3 grouped); generator; lighting plant; heaters (power driven 1-5); syphon-pulsometer; concrete mixer; valves

controlling permanent plant air or steam; conveyor; well point systems; auger (powered by independent engines and attached to pile drivers); hydraulic saws

GROUP 4: Fireman

GROUP 5: Assistant engineer (other than truck crane and gradall)

GROUP 6: Assistant engineer (on truck crane and gradall)

ENGI0098-005 12/01/2016

	Rates	Fringes
Power equipment operators:		
Group 1.....	\$ 33.68	23.96+A
Group 2.....	\$ 33.37	23.96+A
Group 3.....	\$ 33.15	23.96+A
Group 4.....	\$ 32.54	23.96+A
Group 5.....	\$ 29.92	23.96+A
Group 6.....	\$ 28.80	23.96+A
Group 7.....	\$ 26.86	23.96+A
Group 8.....	\$ 305.95	23.96+A
Group 9.....	\$ 230.69	23.96+A
Group 10.....	\$ 35.17	23.96+A
Group 11.....	\$ 38.18	23.96+A
Group 12.....	\$ 39.68	23.96+A
Group 13.....	\$ 40.68	23.96+A
Group 14.....	\$ 41.68	23.96+A
Group 15.....	\$ 43.18	23.96+A

HAZARDOUS WASTE PREMIUM \$2.00

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

Group 8 and Group 9 are per day wages.

A. Paid Holidays: New year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Shovels; crawlers and truck cranes including all tower; self-propelled hydraulic cranes 10 tons and over; draglines; clam shells; cableways; shaft hoists; mucking machines derricks; backhoes; bulldozers; gradalls; elevating graders; pile drivers; concrete pavers; trenching machines; front end loaders- 5 1/2 cu yds and over; dual drum paver; automatic grader-excavator(C.M.I. or equal); scrapers towing pan or wagon; tandem dozers or push cats(2 units in tandem); shotcrete machine; tunnel boring machine; combination backhoe/loader 3/4 cu yd hoe or over; jet engine dryer; tree shredder; post hole digger; post hole hammer; post extractor; truck mounted concrete pump with boom; roto-mill; Grader; Horizontal Drilling Machine; John Henry Rock Drill and similar equipment.

Group 2: Rotary drill with mounted compressor; compressor house (3 to 6 compressors); rock and earth boring machines (excluding McCarthy and similar drills); front end loaders 4 cu yds to 5 1/2 cu yds); forklifts-7 ft lift and over 3 ton capacity; scraper 21 yds and over (struck load); sonic hammer console; reclaimers road planer/milling machine; cal tracks; ballast regulators; rail anchor machines; switch tampers, asphalt pavers; mechanic; welder and transfer machine.

Group 3: Combination backhoe/loader up to 3/4 cu yd; scrapers up to 21 cu yd (struck load, self propelled or tractor drawn); tireman; front end loaders up to 4 yds;

well drillers; engineer or fireman on high pressure boiler; self-loading batch plant; well point operators electric pumps used in well point system; pumps, 16 inches and over (total discharge); compressor, one or two 900 cu ft and over; powered grease truck; tunnel locomotives and dingys; grout pumps; hydraulic jacks; boom truck; hydraulic cranes-up to 10 ton.

Group 4: Asphalt rollers; self-powered rollers and compactors; tractor without blade drawing sheepsfoot roller; rubber tire roller; vibratory roller or other type of compactors including machines for pulverizing and aerating soil; york rake.

Group 5: Hoists; conveyors; power pavement breakers; self-powered concrete pavement finishing machines; two bag mixers with skip; McCarthy and similar drills; batch plants (not self loading); bulk cement plants; self-propelled material spreaders; three or more 10 KW light plants; 30 KW or more generators; power broom.

Group 6: Compressor (one or two) 315 cu ft to 900 cu ft; pumps 4 inches to 16 inches (total discharge).

Group 7: Compressors up to 315 cu ft; small mixers with skip; pumps up to 4 inches; power heaters; oiler; A-frame trucks; forklifts-up to 7 ft. lift and up to 3 ton capacity; hydro broom; stud welder.

Group 8: Truck crane crews

Group 9: Oiler

Group 10: Master Mechanic

Group 11: Boom lengths over 150 feet including jib

Group 12: Boom lengths over 200 feet including jib

Group 13: Boom lengths over 250 feet including jib

Group 14: Boom lengths over 300 feet including jib

Group 15: Boom lengths over 350 feet including jib

IRON0007-012 03/16/2023

	Rates	Fringes
IRONWORKER.....	\$ 52.42	39.95

LAB00022-001 12/01/2021

	Rates	Fringes
Laborers: (HEAVY CONSTRUCTION)		
GROUP 1.....	\$ 35.41	26.59
GROUP 2.....	\$ 35.66	26.59
GROUP 3.....	\$ 36.16	26.59
GROUP 4.....	\$ 36.41	26.59
GROUP 5.....	\$ 24.50	26.59
GROUP 6.....	\$ 37.41	26.59

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tender; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operator, jack hammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar mixer, ride-on-motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb
setter, hydraulic and similar self powered drills

GROUP 4: Blaster; powderman

GROUP 5: Flagger

GROUP 6: Asbestos Abatement; Toxic and Hazardous Waste
Laborers

LAB00022-003 12/01/2021

	Rates	Fringes
Plasterer tender		
BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, MIDDLESEX (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn); NORFOLK (with the exception of Brookline Dedham and Milton) COUNTIES.	\$ 35.41	26.59
SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer Island, Nut Island); MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop and Woburn only); NORFOLK COUNTY (Brookline, Dedham, and Milton only)....	\$ 41.18	27.52

LAB00022-013 12/01/2021

	Rates	Fringes
Laborers:		
(FREE AIR OPERATION): SHIELD DRIVEN AND LINER PLATE IN FREE AIR)		
GROUP 1.....	\$ 45.48	28.02
GROUP 2.....	\$ 45.48	28.02
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		
TEST BORING & WELL DRILLING		
Driller.....	\$ 42.58	27.67
Laborer.....	\$ 41.18	27.67
(OPEN AIR CASSONS, UNDERPINNING AND TEST BORING INDUSTRIES):		
OPEN AIR CASSON,		

UNDERPINNING WORK & BORING

CREW

Bottom man.....	\$ 42.33	27.67
Laborers; Top man.....	\$ 41.18	27.67

(TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR)

GROUP 1.....	\$ 42.93	28.02
GROUP 2.....	\$ 53.41	28.02
GROUP 3.....	\$ 53.41	28.02
GROUP 4.....	\$ 53.41	28.02
GROUP 5.....	\$ 53.41	28.02
GROUP 6.....	\$ 55.41	28.02

CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)

GROUP 1.....	\$ 45.48	28.02
GROUP 2.....	\$ 45.48	28.02

ROCK SHAFT, CONCRETE LINING OF SAME AND TUNNEL IN FREE AIR

GROUP 1.....	\$ 42.93	28.02
GROUP 2.....	\$ 45.48	28.02
GROUP 3.....	\$ 45.48	28.02
GROUP 4.....	\$ 45.48	28.02
GROUP 5.....	\$ 47.48	28.02

LABORERS CLASSIFICATIONS for TUNNELS, CAISSON & CYLINDER WORK IN COMPRESSED AIR

GROUP 1: Powder watchman; Top man on iron bolt; change house attendant

GROUP 2: Brakeman; trackman; groutman; tunnel laborer; outside lock tender; lock tender; guage tender

GROUP 3: Motorman, miner

GROUP 4: Blaster

GROUP 5: Mucking machine operator

GROUP 6: Hazardous Waste work within the ""HOT"" zone. (A premium of two dollars \$2.00 per hour over the basic wage rate.

LABORERS CLASSIFICATIONS for (FREE AIR OPERATION): SHIELD DRIVEN AND LINER PLATE IN FREE AIR

GROUP 1: Miner; miner welder; conveyor operator; motorman; mucking machine operator; nozzle man; grout man-; pumps, shaft and tunnel steel and rodman; shield and erector arm operators, mole nipper, outside motorman, burner, TBM operator, safety miner; laborer topside; heading motormen; erecting operators; top signal men

GROUP 2: Brakeman; trackman

LABORERS CLASSIFICATIONS FOR CLEANING CONCRETE AND CAULKING TUNNEL (Both New & Existing)

GROUP 1: Concrete workers; strippers and form movers (wood & steel), cement finisher

GROUP 2: Form erector (wood & steel and all accessories)

LABORERS CLASSIFICATIONS for ROCK SHAFT, CONCRETE LINING OF
SAME AND TUNNE IN FREE AIR

GROUP 1: Change house attendants

GROUP 2: Laborers, topside, bottom men (when heading is 50
ft. from shaft) and all other laborers

GROUP 3: Brakeman; trackman; tunnel laborers; shaft laborers

GROUP 4: Miner; cage tender; bellman

GROUP 5: Hazardous Waste work within the ""HOT"" zone. (A
premium of two dollars \$2.00 per hour over the basic wage
rate)

FOOTNOTE FOR LABORERS:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Patriot's Day, Memorial Day, Independence Day, Labor Day,
Columbus Day, Veteran's Day, Thanksgiving Day, and
Christmas Day

LAB01421-003 12/01/2021

	Rates	Fringes
Laborers:		
Group 1.....	\$ 41.33	27.37
Group 2.....	\$ 42.08	27.37
Group 3.....	\$ 42.33	27.37
Group 4.....	\$ 37.33	27.37
Group 5.....	\$ 40.43	27.37
Group 6.....	\$ 41.33	27.37

Group 1: Adzeman, Wrecking Laborer.

Group 2: Burners, Jackhammers.

Group 3: Small Backhoes, Loaders on tracks, Bobcat Type
Loaders, Hydraulic ""Brock"" Type Hammer Operators, Concrete
Cutting Saws.

Group 4: Yardman (Salvage Yard Only).

Group 5: Yardman, Burners, Sawyers.

Group 6: Asbestos, Lead Paint, Toxic and Hazardous Waste.

PAIN0035-006 07/01/2019

	Rates	Fringes
PAINTER		
NEW CONSTRUCTION:		
Bridge.....	\$ 50.66	30.90
Brush, Taper.....	\$ 39.86	30.25
Spray, Sandblast.....	\$ 41.26	30.25
REPAINT		
Bridge.....	\$ 50.66	30.90
Brush, Taper.....	\$ 37.92	30.25

Spray, Sandblast.....	\$ 39.32	30.25

PAIN0035-021 07/01/2022		
	Rates	Fringes
GLAZIER.....	\$ 43.16	33.40

PLUM0004-002 03/01/2023		
WORCESTER (Except Hopedale and Southboro)		
	Rates	Fringes
Plumbers and Pipefitters.....	\$ 51.50	28.07

PLUM0012-002 02/26/2023		
WORCESTER (Hopedale and Southboro)		
	Rates	Fringes
PLUMBER.....	\$ 64.69	34.53

ROOF0033-001 02/01/2023		
	Rates	Fringes
Roofers:		
All Tear-off and/or		
removal of any types of		
roofing and all spudding,		
sweeping, vacuuming and/or		
cleanup of any and all		
areas of any type where a		
roof is to be relaid.....	\$ 48.53	33.63

* SFMA0669-002 04/01/2023		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.43	28.58

SHEE0017-004 08/01/2021		
WORCESTER (Harvard, Lancaster)		
	Rates	Fringes
Sheet metal worker.....	\$ 51.95	43.04

SHEE0063-002 01/01/2022		
WORCESTER (Except Harvard & Lancaster)		
	Rates	Fringes
Sheet metal worker.....	\$ 38.01	32.21

TEAM0379-003 08/01/2022		
	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 34.98	31.36+A+B

Group 2.....	\$ 35.15	31.36+A+B
Group 3.....	\$ 35.22	31.36+A+B
Group 4.....	\$ 35.34	31.36+A+B
Group 5.....	\$ 35.44	31.36+A+B
Group 6.....	\$ 35.73	31.36+A+B
Group 7.....	\$ 36.02	31.36+A+B

TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons
other than conventional type trucks; low bed; vachual;
mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

POWER TRUCKS \$.25 DIFFERENTIAL BY AXLE TUNNEL WORK
(UNDERGROUND ONLY) \$.40 DIFFERENTIAL BY AXLE HAZARDOUS
MATERIALS (In Hot Zone Only) \$2.00 premium

FOOTNOTES: A. PAID HOLIDAYS: New Year's Day, Washington's
Birthday, Memorial Day, Independence Day, Labor Day,
Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving
Day, & Christmas Day

B. PAID VACATION: Employees with 4 months to 1 year of
service receive 1/2 day's pay per month; 1 week vacation
for 1 - 5 years of service; 2 weeks vacation for 5 - 10
years of service; and 3 weeks vacation for more than 10
years of service

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.



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 Athol - DPW
Contract Number: 2023-21 **City/Town:** ATHOL
Description of Work: Reclaiming, Resurfacing and Related Work at various locations within the Town of Athol

Job Location: Various

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$37.31	\$9.35	\$16.89	\$0.00	\$63.55
	06/01/2023	\$38.21	\$9.35	\$16.89	\$0.00	\$64.45
	12/01/2023	\$39.11	\$9.35	\$16.89	\$0.00	\$65.35
	06/01/2024	\$40.44	\$9.35	\$16.89	\$0.00	\$66.68
	12/01/2024	\$41.77	\$9.35	\$16.89	\$0.00	\$68.01
	06/01/2025	\$43.16	\$9.35	\$16.89	\$0.00	\$69.40
	12/01/2025	\$44.54	\$9.35	\$16.89	\$0.00	\$70.78
	06/01/2026	\$45.98	\$9.35	\$16.89	\$0.00	\$72.22
	12/01/2026	\$47.42	\$9.35	\$16.89	\$0.00	\$73.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$37.31	\$9.35	\$16.89	\$0.00	\$63.55
	06/01/2023	\$38.21	\$9.35	\$16.89	\$0.00	\$64.45
	12/01/2023	\$39.11	\$9.35	\$16.89	\$0.00	\$65.35
	06/01/2024	\$40.44	\$9.35	\$16.89	\$0.00	\$66.68
	12/01/2024	\$41.77	\$9.35	\$16.89	\$0.00	\$68.01
	06/01/2025	\$43.16	\$9.35	\$16.89	\$0.00	\$69.40
	12/01/2025	\$44.54	\$9.35	\$16.89	\$0.00	\$70.78
	06/01/2026	\$45.98	\$9.35	\$16.89	\$0.00	\$72.22
	12/01/2026	\$47.42	\$9.35	\$16.89	\$0.00	\$73.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

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

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (LOWELL)	02/01/2023	\$58.21	\$11.49	\$21.65	\$0.00	\$91.35
	08/01/2023	\$60.26	\$11.49	\$21.65	\$0.00	\$93.40
	02/01/2024	\$61.51	\$11.49	\$21.65	\$0.00	\$94.65
	08/01/2024	\$63.61	\$11.49	\$21.65	\$0.00	\$96.75
	02/01/2025	\$64.91	\$11.49	\$21.65	\$0.00	\$98.05
	08/01/2025	\$67.06	\$11.49	\$21.65	\$0.00	\$100.20
	02/01/2026	\$68.41	\$11.49	\$21.65	\$0.00	\$101.55
	08/01/2026	\$70.61	\$11.49	\$21.65	\$0.00	\$103.75
	02/01/2027	\$72.01	\$11.49	\$21.65	\$0.00	\$105.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell							
Effective Date - 02/01/2023							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$29.11	\$11.49	\$21.65	\$0.00	\$62.25	
2	60	\$34.93	\$11.49	\$21.65	\$0.00	\$68.07	
3	70	\$40.75	\$11.49	\$21.65	\$0.00	\$73.89	
4	80	\$46.57	\$11.49	\$21.65	\$0.00	\$79.71	
5	90	\$52.39	\$11.49	\$21.65	\$0.00	\$85.53	
Effective Date - 08/01/2023							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$30.13	\$11.49	\$21.65	\$0.00	\$63.27	
2	60	\$36.16	\$11.49	\$21.65	\$0.00	\$69.30	
3	70	\$42.18	\$11.49	\$21.65	\$0.00	\$75.32	
4	80	\$48.21	\$11.49	\$21.65	\$0.00	\$81.35	
5	90	\$54.23	\$11.49	\$21.65	\$0.00	\$87.37	
Notes:							
Apprentice to Journeyworker Ratio:1:5							
BULLDOZER/POWER SHOVEL/TREE SHREDDER		12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
/CLAM SHELL OPERATING		06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
ENGINEERS LOCAL 98		12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN		12/01/2022	\$43.73	\$9.35	\$17.97	\$0.00	\$71.05
LABORERS - FOUNDATION AND MARINE		06/01/2023	\$44.73	\$9.35	\$17.97	\$0.00	\$72.05
		12/01/2023	\$45.98	\$9.35	\$17.97	\$0.00	\$73.30
		06/01/2024	\$47.46	\$9.35	\$17.97	\$0.00	\$74.78
		12/01/2024	\$48.93	\$9.35	\$17.97	\$0.00	\$76.25
		06/01/2025	\$50.43	\$9.35	\$17.97	\$0.00	\$77.75
		12/01/2025	\$51.93	\$9.35	\$17.97	\$0.00	\$79.25
		06/01/2026	\$53.48	\$9.35	\$17.97	\$0.00	\$80.80
		12/01/2026	\$54.98	\$9.35	\$17.97	\$0.00	\$82.30
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER		12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
LABORERS - FOUNDATION AND MARINE		06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
		12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
		06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
		12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
		06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
		12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
		06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
		12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2023	\$45.12	\$9.33	\$19.97	\$0.00	\$74.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

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

Apprentice - CARPENTER (Wood Frame) - Zone 3
Effective Date - 04/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2023	\$49.45	\$12.75	\$22.74	\$0.87	\$85.81
BRICKLAYERS LOCAL 3 (LOWELL)	07/01/2023	\$50.59	\$12.75	\$22.74	\$0.87	\$86.95
	01/01/2024	\$51.73	\$12.75	\$22.74	\$0.87	\$88.09

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.73	\$12.75	\$15.49	\$0.00	\$52.97
2	60	\$29.67	\$12.75	\$22.74	\$0.62	\$65.78
3	65	\$32.14	\$12.75	\$22.74	\$0.62	\$68.25
4	70	\$34.62	\$12.75	\$22.74	\$0.62	\$70.73
5	75	\$37.09	\$12.75	\$22.74	\$0.62	\$73.20
6	80	\$39.56	\$12.75	\$22.74	\$0.62	\$75.67
7	90	\$44.51	\$12.75	\$22.74	\$0.62	\$80.62

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.30	\$12.75	\$15.49	\$0.00	\$53.54
2	60	\$30.35	\$12.75	\$22.74	\$0.62	\$66.46
3	65	\$32.88	\$12.75	\$22.74	\$0.62	\$68.99
4	70	\$35.41	\$12.75	\$22.74	\$0.62	\$71.52
5	75	\$37.94	\$12.75	\$22.74	\$0.62	\$74.05
6	80	\$40.47	\$12.75	\$22.74	\$0.62	\$76.58
7	90	\$45.53	\$12.75	\$22.74	\$0.62	\$81.64

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR	12/01/2022	\$41.71	\$13.38	\$15.00	\$0.00	\$70.09
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$42.66	\$13.38	\$15.00	\$0.00	\$71.04
	12/01/2023	\$43.61	\$13.38	\$15.00	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
PAINERS LOCAL 35 - ZONE 2	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29

Apprentice - ELECTRICIAN - Local 96

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.24	\$12.20	\$0.55	\$0.00	\$30.99
2	43	\$19.60	\$12.20	\$0.59	\$0.00	\$32.39
3	48	\$21.88	\$12.20	\$14.18	\$0.00	\$48.26
4	55	\$25.07	\$12.20	\$14.63	\$0.00	\$51.90
5	65	\$29.63	\$12.20	\$15.27	\$0.00	\$57.10
6	80	\$36.47	\$12.20	\$16.22	\$0.00	\$64.89

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2023	\$61.13	\$16.08	\$20.56	\$0.00	\$97.77
	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.57	\$16.08	\$0.00	\$0.00	\$46.65
2	55	\$33.62	\$16.08	\$20.56	\$0.00	\$70.26
3	65	\$39.73	\$16.08	\$20.56	\$0.00	\$76.37
4	70	\$42.79	\$16.08	\$20.56	\$0.00	\$79.43
5	80	\$48.90	\$16.08	\$20.56	\$0.00	\$85.54

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.99	\$16.18	\$0.00	\$0.00	\$47.17
2	55	\$34.09	\$16.18	\$20.96	\$0.00	\$71.23
3	65	\$40.29	\$16.18	\$20.96	\$0.00	\$77.43
4	70	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
5	80	\$49.58	\$16.18	\$20.96	\$0.00	\$86.72

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2023	\$42.79	\$16.08	\$20.56	\$0.00	\$79.43
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2024	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98						
FIRE ALARM INSTALLER	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
ELECTRICIANS LOCAL 96						

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.61	\$12.47	\$14.50	\$0.00	\$49.58
2	70	\$26.38	\$12.47	\$14.50	\$0.00	\$53.35
3	80	\$30.14	\$12.47	\$14.50	\$0.00	\$57.11
4	90	\$33.91	\$12.47	\$14.50	\$0.00	\$60.88

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.18	\$12.47	\$14.50	\$0.00	\$50.15
2	70	\$27.04	\$12.47	\$14.50	\$0.00	\$54.01
3	80	\$30.90	\$12.47	\$14.50	\$0.00	\$57.87
4	90	\$34.77	\$12.47	\$14.50	\$0.00	\$61.74

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$25.23	\$9.35	\$16.89	\$0.00	\$51.47
	06/01/2023	\$25.98	\$9.35	\$16.89	\$0.00	\$52.22
	12/01/2023	\$25.98	\$9.35	\$16.89	\$0.00	\$52.22
	06/01/2024	\$27.01	\$9.35	\$16.89	\$0.00	\$53.25
	12/01/2024	\$27.01	\$9.35	\$16.89	\$0.00	\$53.25
	06/01/2025	\$28.09	\$9.35	\$16.89	\$0.00	\$54.33
	12/01/2025	\$28.09	\$9.35	\$16.89	\$0.00	\$54.33
	06/01/2026	\$29.21	\$9.35	\$16.89	\$0.00	\$55.45
	12/01/2026	\$29.21	\$9.35	\$16.89	\$0.00	\$55.45
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2022	\$47.96	\$9.33	\$20.27	\$0.00	\$77.56

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2022

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

Notes: Steps are 750 hrs.

% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$31.90/ 3&4 \$38.39/ 5&6 \$58.70/ 7&8 \$65.26

Apprentice to Journeyworker Ratio:1:1

FORK LIFT	12/01/2022	\$37.90	\$13.38	\$15.00	\$0.00	\$66.28
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.85	\$13.38	\$15.00	\$0.00	\$67.23
	12/01/2023	\$39.80	\$13.38	\$15.00	\$0.00	\$68.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATORS/LIGHTING PLANTS	12/01/2022	\$34.45	\$13.38	\$15.00	\$0.00	\$62.83
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$35.40	\$13.38	\$15.00	\$0.00	\$63.78
	12/01/2023	\$36.35	\$13.38	\$15.00	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
GLAZIERS LOCAL 35 (ZONE 2)	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$8.65	\$0.00	\$0.00	\$32.03
2	55	\$25.72	\$8.65	\$6.27	\$0.00	\$40.64
3	60	\$28.06	\$8.65	\$6.84	\$0.00	\$43.55
4	65	\$30.39	\$8.65	\$7.41	\$0.00	\$46.45
5	70	\$32.73	\$8.65	\$19.63	\$0.00	\$61.01
6	75	\$35.07	\$8.65	\$20.20	\$0.00	\$63.92
7	80	\$37.41	\$8.65	\$20.77	\$0.00	\$66.83
8	90	\$42.08	\$8.65	\$21.91	\$0.00	\$72.64

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53
For apprentice rates see "Apprentice- SHEET METAL WORKER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS LOCAL 4</i>	03/01/2023	\$51.50	\$9.80	\$17.42	\$0.00	\$78.72
	09/01/2023	\$52.90	\$9.80	\$17.42	\$0.00	\$80.12
	03/01/2024	\$54.30	\$9.80	\$17.42	\$0.00	\$81.52
	09/01/2024	\$55.70	\$9.80	\$17.42	\$0.00	\$82.92
	03/01/2025	\$57.10	\$9.80	\$17.42	\$0.00	\$84.32
	09/01/2025	\$58.50	\$9.80	\$17.42	\$0.00	\$85.72
	03/01/2026	\$59.90	\$9.80	\$17.42	\$0.00	\$87.12
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	03/01/2023	\$51.50	\$9.80	\$17.42	\$0.00	\$78.72
	09/01/2023	\$52.90	\$9.80	\$17.42	\$0.00	\$80.12
	03/01/2024	\$54.30	\$9.80	\$17.42	\$0.00	\$81.52
	09/01/2024	\$55.70	\$9.80	\$17.42	\$0.00	\$82.92
	03/01/2025	\$57.10	\$9.80	\$17.42	\$0.00	\$84.32
	09/01/2025	\$58.50	\$9.80	\$17.42	\$0.00	\$85.72
	03/01/2026	\$59.90	\$9.80	\$17.42	\$0.00	\$87.12
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$37.31	\$9.35	\$16.89	\$0.00	\$63.55
	06/01/2023	\$38.21	\$9.35	\$16.89	\$0.00	\$64.45
	12/01/2023	\$39.11	\$9.35	\$16.89	\$0.00	\$65.35
	06/01/2024	\$40.44	\$9.35	\$16.89	\$0.00	\$66.68
	12/01/2024	\$41.77	\$9.35	\$16.89	\$0.00	\$68.01
	06/01/2025	\$43.16	\$9.35	\$16.89	\$0.00	\$69.40
	12/01/2025	\$44.54	\$9.35	\$16.89	\$0.00	\$70.78
	06/01/2026	\$45.98	\$9.35	\$16.89	\$0.00	\$72.22
	12/01/2026	\$47.42	\$9.35	\$16.89	\$0.00	\$73.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

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

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER	03/16/2023	\$52.42	\$8.35	\$26.70	\$0.00	\$87.47
IRONWORKERS LOCAL 7 (WORCESTER AREA)	03/16/2024	\$53.67	\$8.35	\$26.70	\$0.00	\$88.72

Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 03/16/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$31.45	\$8.35	\$26.70	\$0.00	\$66.50
2	70	\$36.69	\$8.35	\$26.70	\$0.00	\$71.74
3	75	\$39.32	\$8.35	\$26.70	\$0.00	\$74.37
4	80	\$41.94	\$8.35	\$26.70	\$0.00	\$76.99
5	85	\$44.56	\$8.35	\$26.70	\$0.00	\$79.61
6	90	\$47.18	\$8.35	\$26.70	\$0.00	\$82.23

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.20	\$8.35	\$26.70	\$0.00	\$67.25
2	70	\$37.57	\$8.35	\$26.70	\$0.00	\$72.62
3	75	\$40.25	\$8.35	\$26.70	\$0.00	\$75.30
4	80	\$42.94	\$8.35	\$26.70	\$0.00	\$77.99
5	85	\$45.62	\$8.35	\$26.70	\$0.00	\$80.67
6	90	\$48.30	\$8.35	\$26.70	\$0.00	\$83.35

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
LABORERS - ZONE 2	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.30	\$9.10	\$16.64	\$0.00	\$48.04
2	70	\$26.01	\$9.10	\$16.64	\$0.00	\$51.75
3	80	\$29.73	\$9.10	\$16.64	\$0.00	\$55.47
4	90	\$33.44	\$9.10	\$16.64	\$0.00	\$59.18

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.84	\$9.10	\$16.64	\$0.00	\$48.58
2	70	\$26.64	\$9.10	\$16.64	\$0.00	\$52.38
3	80	\$30.45	\$9.10	\$16.64	\$0.00	\$56.19
4	90	\$34.25	\$9.10	\$16.64	\$0.00	\$59.99

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2022	\$36.56	\$9.35	\$16.89	\$0.00	\$62.80
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.46	\$9.35	\$16.89	\$0.00	\$63.70
	12/01/2023	\$38.36	\$9.35	\$16.89	\$0.00	\$64.60
	06/01/2024	\$39.69	\$9.35	\$16.89	\$0.00	\$65.93
	12/01/2024	\$41.02	\$9.35	\$16.89	\$0.00	\$67.26
	06/01/2025	\$42.41	\$9.35	\$16.89	\$0.00	\$68.65
	12/01/2025	\$43.79	\$9.35	\$16.89	\$0.00	\$70.03
	06/01/2026	\$45.23	\$9.35	\$16.89	\$0.00	\$71.47
	12/01/2026	\$46.67	\$9.35	\$16.89	\$0.00	\$72.91

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - LABORER (Heavy & Highway) - Zone 2							
Effective Date - 12/01/2022							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60	\$21.94	\$9.35	\$16.89	\$0.00	\$48.18	
2	70	\$25.59	\$9.35	\$16.89	\$0.00	\$51.83	
3	80	\$29.25	\$9.35	\$16.89	\$0.00	\$55.49	
4	90	\$32.90	\$9.35	\$16.89	\$0.00	\$59.14	
Effective Date - 06/01/2023							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60	\$22.48	\$9.35	\$16.89	\$0.00	\$48.72	
2	70	\$26.22	\$9.35	\$16.89	\$0.00	\$52.46	
3	80	\$29.97	\$9.35	\$16.89	\$0.00	\$56.21	
4	90	\$33.71	\$9.35	\$16.89	\$0.00	\$59.95	
Notes:							
Apprentice to Journeyworker Ratio:1:5							
LABORER: CARPENTER TENDER		12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
LABORERS - ZONE 2		06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
		12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER		12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
LABORERS - ZONE 2		06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
		12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER		12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
LABORERS - ZONE 2		06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
		12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER		12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2		06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
		12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)		12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
LABORERS - ZONE 2 (HEAVY & HIGHWAY)		06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
		12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
		06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
		12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
		06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
		12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
		06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
		12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
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>	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
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>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

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

Effective Date - 02/01/2023

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

Effective Date - 08/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:3

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2023

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

Effective Date - 08/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3)	01/02/2023	\$40.16	\$8.58	\$21.57	\$0.00	\$70.31
MILLWRIGHTS LOCAL 1121 - Zone 3						

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.09	\$8.58	\$5.72	\$0.00	\$36.39
2	65	\$26.10	\$8.58	\$17.93	\$0.00	\$52.61
3	75	\$30.12	\$8.58	\$18.98	\$0.00	\$57.68
4	85	\$34.14	\$8.58	\$20.01	\$0.00	\$62.73

Notes: Step 1&2 Apr. 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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$33.37	\$13.38	\$15.00	\$0.00	\$61.75
	06/01/2023	\$34.32	\$13.38	\$15.00	\$0.00	\$62.70
	12/01/2023	\$35.27	\$13.38	\$15.00	\$0.00	\$63.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$32.80	\$12.47	\$14.50	\$0.00	\$59.77
	06/01/2023	\$33.75	\$12.47	\$14.50	\$0.00	\$60.72
	12/01/2023	\$34.70	\$12.47	\$14.50	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

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, NEW) *	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

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

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$8.65	\$0.00	\$0.00	\$32.73
2	55	\$26.49	\$8.65	\$6.27	\$0.00	\$41.41
3	60	\$28.90	\$8.65	\$6.84	\$0.00	\$44.39
4	65	\$31.30	\$8.65	\$7.41	\$0.00	\$47.36
5	70	\$33.71	\$8.65	\$19.63	\$0.00	\$61.99
6	75	\$36.12	\$8.65	\$20.20	\$0.00	\$64.97
7	80	\$38.53	\$8.65	\$20.77	\$0.00	\$67.95
8	90	\$43.34	\$8.65	\$21.91	\$0.00	\$73.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
<i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

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

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$8.65	\$0.00	\$0.00	\$31.16
2	55	\$24.76	\$8.65	\$6.27	\$0.00	\$39.68
3	60	\$27.01	\$8.65	\$6.84	\$0.00	\$42.50
4	65	\$29.26	\$8.65	\$7.41	\$0.00	\$45.32
5	70	\$31.51	\$8.65	\$19.63	\$0.00	\$59.79
6	75	\$33.77	\$8.65	\$20.20	\$0.00	\$62.62
7	80	\$36.02	\$8.65	\$20.77	\$0.00	\$65.44
8	90	\$40.52	\$8.65	\$21.91	\$0.00	\$71.08

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$8.65	\$0.00	\$0.00	\$31.76
2	55	\$25.42	\$8.65	\$6.27	\$0.00	\$40.34
3	60	\$27.73	\$8.65	\$6.84	\$0.00	\$43.22
4	65	\$30.04	\$8.65	\$19.06	\$0.00	\$57.75
5	70	\$32.35	\$8.65	\$19.63	\$0.00	\$60.63
6	75	\$34.67	\$8.65	\$20.20	\$0.00	\$63.52
7	80	\$36.98	\$8.65	\$20.77	\$0.00	\$66.40
8	90	\$41.60	\$8.65	\$21.91	\$0.00	\$72.16

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$8.65	\$0.00	\$0.00	\$32.03
2	55	\$25.72	\$8.65	\$6.27	\$0.00	\$40.64
3	60	\$28.06	\$8.65	\$6.84	\$0.00	\$43.55
4	65	\$30.39	\$8.65	\$7.41	\$0.00	\$46.45
5	70	\$32.73	\$8.65	\$19.63	\$0.00	\$61.01
6	75	\$35.07	\$8.65	\$20.20	\$0.00	\$63.92
7	80	\$37.41	\$8.65	\$20.77	\$0.00	\$66.83
8	90	\$42.08	\$8.65	\$21.91	\$0.00	\$72.64

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$8.65	\$0.00	\$0.00	\$30.46
2	55	\$23.99	\$8.65	\$6.27	\$0.00	\$38.91
3	60	\$26.17	\$8.65	\$6.84	\$0.00	\$41.66
4	65	\$28.35	\$8.65	\$7.41	\$0.00	\$44.41
5	70	\$30.53	\$8.65	\$19.63	\$0.00	\$58.81
6	75	\$32.72	\$8.65	\$20.20	\$0.00	\$61.57
7	80	\$34.90	\$8.65	\$20.77	\$0.00	\$64.32
8	90	\$39.26	\$8.65	\$21.91	\$0.00	\$69.82

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$8.65	\$0.00	\$0.00	\$31.06
2	55	\$24.65	\$8.65	\$6.27	\$0.00	\$39.57
3	60	\$26.89	\$8.65	\$6.84	\$0.00	\$42.38
4	65	\$29.13	\$8.65	\$7.41	\$0.00	\$45.19
5	70	\$31.37	\$8.65	\$19.63	\$0.00	\$59.65
6	75	\$33.62	\$8.65	\$20.20	\$0.00	\$62.47
7	80	\$35.86	\$8.65	\$20.77	\$0.00	\$65.28
8	90	\$40.34	\$8.65	\$21.91	\$0.00	\$70.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2022	\$36.56	\$9.35	\$16.89	\$0.00	\$62.80
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.46	\$9.35	\$16.89	\$0.00	\$63.70
	12/01/2023	\$38.36	\$9.35	\$16.89	\$0.00	\$64.60
	06/01/2024	\$39.69	\$9.35	\$16.89	\$0.00	\$65.93
	12/01/2024	\$41.02	\$9.35	\$16.89	\$0.00	\$67.26
	06/01/2025	\$42.41	\$9.35	\$16.89	\$0.00	\$68.65
	12/01/2025	\$43.79	\$9.35	\$16.89	\$0.00	\$70.03
	06/01/2026	\$45.23	\$9.35	\$16.89	\$0.00	\$71.47
	12/01/2026	\$46.67	\$9.35	\$16.89	\$0.00	\$72.91
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 2						
Effective Date - 08/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<div> Notes: Apprentice wages shall be no less than the following Steps; (Same as set in Zone 1) 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68 </div>						
Apprentice to Journeyworker Ratio:1:5						
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PIPELAYER		12/01/2022	\$37.41	\$9.10	\$16.64	\$63.15
LABORERS - ZONE 2		06/01/2023	\$38.31	\$9.10	\$16.64	\$64.05
		12/01/2023	\$39.21	\$9.10	\$16.64	\$64.95
For apprentice rates see "Apprentice- LABORER"						
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PIPELAYER (HEAVY & HIGHWAY)		12/01/2022	\$36.81	\$9.35	\$16.89	\$63.05
LABORERS - ZONE 2 (HEAVY & HIGHWAY)		06/01/2023	\$37.71	\$9.35	\$16.89	\$63.95
		12/01/2023	\$38.61	\$9.35	\$16.89	\$64.85
		06/01/2024	\$39.94	\$9.35	\$16.89	\$66.18
		12/01/2024	\$41.27	\$9.35	\$16.89	\$67.51
		06/01/2025	\$42.66	\$9.35	\$16.89	\$68.90
		12/01/2025	\$44.04	\$9.35	\$16.89	\$70.28
		06/01/2026	\$45.48	\$9.35	\$16.89	\$71.72
		12/01/2026	\$46.92	\$9.35	\$16.89	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
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PLUMBER & PIPEFITTER		03/01/2023	\$51.50	\$9.80	\$17.42	\$78.72
PLUMBERS LOCAL 4		09/01/2023	\$52.90	\$9.80	\$17.42	\$80.12
		03/01/2024	\$54.30	\$9.80	\$17.42	\$81.52
		09/01/2024	\$55.70	\$9.80	\$17.42	\$82.92
		03/01/2025	\$57.10	\$9.80	\$17.42	\$84.32
		09/01/2025	\$58.50	\$9.80	\$17.42	\$85.72
		03/01/2026	\$59.90	\$9.80	\$17.42	\$87.12

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PLUMBER/PIPEFITTER - Local 4

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.60	\$9.80	\$0.00	\$0.00	\$30.40
2	50	\$25.75	\$9.80	\$0.00	\$0.00	\$35.55
3	60	\$30.90	\$9.80	\$0.00	\$0.00	\$40.70
4	70	\$36.05	\$9.80	\$7.71	\$0.00	\$53.56
5	80	\$41.20	\$9.80	\$7.71	\$0.00	\$58.71

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.16	\$9.80	\$0.00	\$0.00	\$30.96
2	50	\$26.45	\$9.80	\$0.00	\$0.00	\$36.25
3	60	\$31.74	\$9.80	\$0.00	\$0.00	\$41.54
4	70	\$37.03	\$9.80	\$7.71	\$0.00	\$54.54
5	80	\$42.32	\$9.80	\$7.71	\$0.00	\$59.83

Notes:

Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85%
Step 4 w/lic \$52.59, Step 5 w/lic \$57.44

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.)	03/01/2023	\$51.50	\$9.80	\$17.42	\$0.00	\$78.72
PLUMBERS LOCAL 4	09/01/2023	\$52.90	\$9.80	\$17.42	\$0.00	\$80.12
	03/01/2024	\$54.30	\$9.80	\$17.42	\$0.00	\$81.52
	09/01/2024	\$55.70	\$9.80	\$17.42	\$0.00	\$82.92
	03/01/2025	\$57.10	\$9.80	\$17.42	\$0.00	\$84.32
	09/01/2025	\$58.50	\$9.80	\$17.42	\$0.00	\$85.72
	03/01/2026	\$59.90	\$9.80	\$17.42	\$0.00	\$87.12
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$37.56	\$9.35	\$16.89	\$0.00	\$63.80
	06/01/2023	\$38.46	\$9.35	\$16.89	\$0.00	\$64.70
	12/01/2023	\$39.36	\$9.35	\$16.89	\$0.00	\$65.60
	06/01/2024	\$40.69	\$9.35	\$16.89	\$0.00	\$66.93
	12/01/2024	\$42.02	\$9.35	\$16.89	\$0.00	\$68.26
	06/01/2025	\$43.41	\$9.35	\$16.89	\$0.00	\$69.65
	12/01/2025	\$44.79	\$9.35	\$16.89	\$0.00	\$71.03
	06/01/2026	\$46.23	\$9.35	\$16.89	\$0.00	\$72.47
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$38.21	\$13.38	\$15.00	\$0.00	\$66.59
	06/01/2023	\$39.16	\$13.38	\$15.00	\$0.00	\$67.54
	12/01/2023	\$40.11	\$13.38	\$15.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 -J.G.MacLellan (Lunenburg)</i>	02/02/2023	\$25.29	\$10.77	\$8.00	\$0.00	\$44.06
	01/01/2024	\$28.00	\$11.17	\$8.00	\$0.00	\$47.17
	02/02/2024	\$29.00	\$11.17	\$8.00	\$0.00	\$48.17
	01/01/2025	\$29.00	\$11.57	\$8.00	\$0.00	\$48.57
	02/02/2025	\$29.50	\$11.57	\$8.00	\$0.00	\$49.07
	02/02/2026	\$29.50	\$12.37	\$8.00	\$0.00	\$49.87
	01/01/2027	\$30.00	\$12.37	\$8.00	\$0.00	\$50.37
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2023	\$48.53	\$12.78	\$20.20	\$0.00	\$81.51
	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
	02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
	08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
	02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
	08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
	02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ROOFER - Local 33

Effective Date - 02/01/2023

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

Effective Date - 08/01/2023

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

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

Apprentice to Journeyworker Ratio:**

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

For apprentice rates see "Apprentice- ROOFER"

SCRAPER	12/01/2022	\$37.68	\$13.38	\$15.00	\$0.00	\$66.06
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.63	\$13.38	\$15.00	\$0.00	\$67.01
	12/01/2023	\$39.58	\$13.38	\$15.00	\$0.00	\$67.96

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS)	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-PROPELLED POWER BROOM	12/01/2022	\$34.45	\$13.38	\$15.00	\$0.00	\$62.83
OPERATING ENGINEERS LOCAL 98	06/01/2023	\$35.40	\$13.38	\$15.00	\$0.00	\$63.78
	12/01/2023	\$36.35	\$13.38	\$15.00	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2023	\$41.30	\$10.64	\$17.54	\$2.05	\$71.53
	07/01/2023	\$42.55	\$10.64	\$17.54	\$2.05	\$72.78
	01/01/2024	\$43.80	\$10.64	\$17.54	\$2.05	\$74.03
	07/01/2024	\$45.05	\$10.64	\$17.54	\$2.05	\$75.28
	01/01/2025	\$46.30	\$10.64	\$17.54	\$2.05	\$76.53

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.59	\$4.79	\$4.76	\$0.92	\$29.06
2	50	\$20.65	\$5.32	\$5.29	\$1.03	\$32.29
3	55	\$22.72	\$5.85	\$5.82	\$1.13	\$35.52
4	60	\$24.78	\$6.38	\$6.35	\$1.23	\$38.74
5	65	\$26.85	\$6.92	\$6.88	\$1.33	\$41.98
6	70	\$28.91	\$7.45	\$7.41	\$1.44	\$45.21
7	75	\$30.98	\$7.98	\$7.94	\$1.54	\$48.44
8	80	\$33.04	\$8.51	\$15.42	\$1.64	\$58.61
9	85	\$35.11	\$9.04	\$15.95	\$1.74	\$61.84
10	90	\$37.17	\$9.58	\$16.48	\$1.85	\$65.08

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.15	\$4.79	\$4.76	\$0.92	\$29.62
2	50	\$21.28	\$5.32	\$5.29	\$1.03	\$32.92
3	55	\$23.40	\$5.85	\$5.82	\$1.13	\$36.20
4	60	\$25.53	\$6.38	\$6.35	\$1.23	\$39.49
5	65	\$27.66	\$6.92	\$6.88	\$1.33	\$42.79
6	70	\$29.79	\$7.45	\$7.41	\$1.44	\$46.09
7	75	\$31.91	\$7.98	\$7.94	\$1.54	\$49.37
8	80	\$34.04	\$8.51	\$15.42	\$1.64	\$59.61
9	85	\$36.17	\$9.04	\$15.95	\$1.74	\$62.90
10	90	\$38.30	\$9.58	\$16.48	\$1.85	\$66.21

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.41	\$7.75	\$0.00	\$0.00	\$27.16
2	50	\$21.57	\$7.75	\$0.00	\$0.00	\$29.32
3	55	\$23.73	\$10.55	\$8.15	\$0.00	\$42.43
4	60	\$25.88	\$10.55	\$8.15	\$0.00	\$44.58
5	65	\$28.04	\$10.55	\$8.40	\$0.00	\$46.99
6	70	\$30.20	\$10.55	\$8.40	\$0.00	\$49.15
7	75	\$32.36	\$10.55	\$8.40	\$0.00	\$51.31
8	80	\$34.51	\$10.55	\$8.40	\$0.00	\$53.46
9	85	\$36.67	\$10.55	\$8.40	\$0.00	\$55.62
10	90	\$38.83	\$10.55	\$8.40	\$0.00	\$57.78

Notes:

Apprentice to Journeyworker Ratio:1:1

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

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

Effective Date - 08/01/2023

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

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2022	\$46.58	\$9.35	\$17.97	\$0.00	\$73.90
LABORERS - FOUNDATION AND MARINE	06/01/2023	\$47.58	\$9.35	\$17.97	\$0.00	\$74.90
	12/01/2023	\$48.83	\$9.35	\$17.97	\$0.00	\$76.15
	06/01/2024	\$50.31	\$9.35	\$17.97	\$0.00	\$77.63
	12/01/2024	\$51.78	\$9.35	\$17.97	\$0.00	\$79.10
	06/01/2025	\$53.28	\$9.35	\$17.97	\$0.00	\$80.60
	12/01/2025	\$54.78	\$9.35	\$17.97	\$0.00	\$82.10
	06/01/2026	\$56.33	\$9.35	\$17.97	\$0.00	\$83.65
	12/01/2026	\$57.83	\$9.35	\$17.97	\$0.00	\$85.15
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER	12/01/2022	\$42.70	\$9.35	\$17.97	\$0.00	\$70.02
LABORERS - FOUNDATION AND MARINE	06/01/2023	\$43.70	\$9.35	\$17.97	\$0.00	\$71.02
	12/01/2023	\$44.95	\$9.35	\$17.97	\$0.00	\$72.27
	06/01/2024	\$46.43	\$9.35	\$17.97	\$0.00	\$73.75
	12/01/2024	\$47.90	\$9.35	\$17.97	\$0.00	\$75.22
	06/01/2025	\$49.40	\$9.35	\$17.97	\$0.00	\$76.72
	12/01/2025	\$50.90	\$9.35	\$17.97	\$0.00	\$78.22
	06/01/2026	\$52.45	\$9.35	\$17.97	\$0.00	\$79.77
	12/01/2026	\$53.95	\$9.35	\$17.97	\$0.00	\$81.27
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2022	\$37.07	\$13.38	\$15.00	\$0.00	\$65.45
	06/01/2023	\$38.02	\$13.38	\$15.00	\$0.00	\$66.40
	12/01/2023	\$38.97	\$13.38	\$15.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$54.81	\$9.35	\$18.42	\$0.00	\$82.58
	06/01/2023	\$55.81	\$9.35	\$18.42	\$0.00	\$83.58
	12/01/2023	\$57.06	\$9.35	\$18.42	\$0.00	\$84.83
	06/01/2024	\$58.54	\$9.35	\$18.42	\$0.00	\$86.31
	12/01/2024	\$60.01	\$9.35	\$18.42	\$0.00	\$87.78
	06/01/2025	\$61.51	\$9.35	\$18.42	\$0.00	\$89.28
	12/01/2025	\$63.01	\$9.35	\$18.42	\$0.00	\$90.78
	06/01/2026	\$64.56	\$9.35	\$18.42	\$0.00	\$92.33
	12/01/2026	\$66.06	\$9.35	\$18.42	\$0.00	\$93.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$56.81	\$9.35	\$18.42	\$0.00	\$84.58
	06/01/2023	\$57.81	\$9.35	\$18.42	\$0.00	\$85.58
	12/01/2023	\$59.06	\$9.35	\$18.42	\$0.00	\$86.83
	06/01/2024	\$60.54	\$9.35	\$18.42	\$0.00	\$88.31
	12/01/2024	\$62.01	\$9.35	\$18.42	\$0.00	\$89.78
	06/01/2025	\$63.51	\$9.35	\$18.42	\$0.00	\$91.28
	12/01/2025	\$65.01	\$9.35	\$18.42	\$0.00	\$92.78
	06/01/2026	\$66.56	\$9.35	\$18.42	\$0.00	\$94.33
	12/01/2026	\$68.06	\$9.35	\$18.42	\$0.00	\$95.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$46.88	\$9.35	\$18.42	\$0.00	\$74.65
	06/01/2023	\$47.88	\$9.35	\$18.42	\$0.00	\$75.65
	12/01/2023	\$49.13	\$9.35	\$18.42	\$0.00	\$76.90
	06/01/2024	\$50.61	\$9.35	\$18.42	\$0.00	\$78.38
	12/01/2024	\$52.08	\$9.35	\$18.42	\$0.00	\$79.85
	06/01/2025	\$53.58	\$9.35	\$18.42	\$0.00	\$81.35
	12/01/2025	\$55.08	\$9.35	\$18.42	\$0.00	\$82.85
	06/01/2026	\$56.63	\$9.35	\$18.42	\$0.00	\$84.40
	12/01/2026	\$58.13	\$9.35	\$18.42	\$0.00	\$85.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$48.88	\$9.35	\$18.42	\$0.00	\$76.65
	06/01/2023	\$49.88	\$9.35	\$18.42	\$0.00	\$77.65
	12/01/2023	\$51.13	\$9.35	\$18.42	\$0.00	\$78.90
	06/01/2024	\$52.61	\$9.35	\$18.42	\$0.00	\$80.38
	12/01/2024	\$54.08	\$9.35	\$18.42	\$0.00	\$81.85
	06/01/2025	\$55.58	\$9.35	\$18.42	\$0.00	\$83.35
	12/01/2025	\$57.08	\$9.35	\$18.42	\$0.00	\$84.85
	06/01/2026	\$58.63	\$9.35	\$18.42	\$0.00	\$86.40
	12/01/2026	\$60.13	\$9.35	\$18.42	\$0.00	\$87.90
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	09/04/2022	\$34.19	\$12.20	\$15.91	\$0.00	\$62.30

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.10	\$12.20	\$4.27	\$0.00	\$33.57
2	55	\$18.80	\$12.20	\$4.32	\$0.00	\$35.32
3	60	\$20.51	\$12.20	\$15.50	\$0.00	\$48.21
4	65	\$22.22	\$12.20	\$15.55	\$0.00	\$49.97
5	70	\$23.93	\$12.20	\$15.60	\$0.00	\$51.73
6	75	\$25.64	\$12.20	\$15.65	\$0.00	\$53.49
7	80	\$27.35	\$12.20	\$15.70	\$0.00	\$55.25
8	85	\$29.06	\$12.20	\$15.75	\$0.00	\$57.01

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER	03/01/2023	\$51.50	\$9.80	\$17.42	\$0.00	\$78.72
PLUMBERS LOCAL 4	09/01/2023	\$52.90	\$9.80	\$17.42	\$0.00	\$80.12
	03/01/2024	\$54.30	\$9.80	\$17.42	\$0.00	\$81.52
	09/01/2024	\$55.70	\$9.80	\$17.42	\$0.00	\$82.92
	03/01/2025	\$57.10	\$9.80	\$17.42	\$0.00	\$84.32
	09/01/2025	\$58.50	\$9.80	\$17.42	\$0.00	\$85.72
	03/01/2026	\$59.90	\$9.80	\$17.42	\$0.00	\$87.12

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

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 20____

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

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

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

Signature _____
Title _____

IFB
2023-21
Bid Opening
June 15, 2023
10:00 AM



TOWN OF ATHOL
Department of Public Works

CONTRACT DPW 2023-21

**ROADWAY RECLAIMING, RESURFACING AND RELATED WORK
VARIOUS LOCATIONS TO BE COMPLETED BY 10/01/2023**

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ADVERTISEMENT FOR BIDDERS
DEPARTMENT OF PUBLIC WORKS
584 Main Street, Room #24
Athol, MA 01331

Sealed Proposals addressed to the Department of Public Works 584 Main Street, Room 24, Athol, Massachusetts and endorsed "Proposal for Contract DPW 2023-1, Roadway Reclaiming, Resurfacing & Related Work, Various Locations" will be accepted by the Department of Public Works in the Town Hall of Athol located at 584 Main Street, Room 24, Athol, MA 01331. Bids will be accepted until 10:00 a.m. on June 15, 2023, at which time said bids will be publicly opened and read aloud in the DPW Superintendent's office.

Work consists of reclaiming approximately 15,900 S.Y. of roadway and walkway, milling approximately 12,035 S.Y. of roadway, placement of approximately 5,120 Tons of hot mix asphalt, and related work to include structure adjusting and installation of asphalt berm and asphalt sidewalk. All work to be completed by 10/01/2023.

Bid Security from the Contractor in the form of cash, certified check, treasurer's check, or cashier's check, drawn upon a responsible bank in the Commonwealth of Massachusetts, or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Athol, Massachusetts and shall be enclosed with the bid.

Plans, specifications, and proposal forms will be emailed upon request by contacting dcooley@townofathol.org. To get on the Bidder's List, proposers should contact the DPW at dcooley@townofathol.org or by calling 978-721-8448.

Minimum Wage Rates, as determined by the Commissioner of the Department of Labor and Industries, under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 and 27G, as amended, apply to this project.

The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

A Performance Bond and a Labor and Materials Bond in the full amount of the contract, will be required of the successful bidder.

The Town of Athol reserves the right to waive any informality in and to reject any or all proposals or to accept the proposals deemed most satisfactory to the Town, if it be in the public interest to do so.

Contractor Pre-Qualification from MassDOT is required.

The Contract/Bid/Proposal awarding authority is:

Town of Athol
Department of Public Works Athol, Massachusetts

SECTION 1

INFORMATION FOR BIDDERS

SECTION 1

INFORMATION FOR BIDDERS

- 1.1 The scope of this Contract consists of furnishing all materials and labor necessary for the completion of the Work as specified herein. The Work consists of reclaiming and resurfacing streets, as listed in Appendix B, as well as cold planning, furnishing and replacing castings, adjusting structures, installation of asphalt berm, and related work to include sweeping of streets in preparation of paving. **Prior to invoicing, the Contractor shall submit to the Owner a breakdown of all associated costs per street for all items listed. Individual load slips for HMA, gravel borrow, and tack coat shall be submitted to the DPW along with the payment application.**

Scope of Work:

Spring St from Main to Barrett Ave

- Mill to depth of 1.5 inches
- Replace worn castings as directed
- Adjust/rebuild structures as needed
- Sweep street in preparation of HMA
- Tack coat surface in preparation of HMA
- Place 1.5 inches of top course HMA

Island St from Main to Marble St

- Mill to depth of 1.5 inches
- Replace worn castings as directed
- Adjust/rebuild structures as needed
- Sweep street in preparation of HMA
- Tack coat surface in preparation of HMA
- Place 1.5 inches of top course HMA

Hapgood St from Chestnut St to Tunnel St

- Remove approx. 1750 liner feet of sidewalk
- Full Depth Reclamation
- Grade/shape road and sidewalk in preparation of HMA and remove excess material

- Install 1750 liner feet of HMA berm
- Install 1750 liner feet of 2" depth top course HMA sidewalk at same grade and width of previous walk
- Replace worn castings as directed (water boxes only on this road)
- Adjust/rebuild structures as needed (water boxes only on this road)
- Place 2 inches binder course
- Tack coat surface in preparation of top course HMA
- Place 2 inches of top course HMA

Chestnut from St Main at Common St to Hapgood St

- Remove approx. 1750 liner feet of sidewalk
- Full Depth Reclamation
- Grade/shape road and sidewalk in preparation of HMA and remove excess material
- Install 1750 liner feet of HMA berm
- Install 1750 liner feet of 2" depth top course HMA sidewalk at same grade and width of previous walk
- Replace worn castings as directed (water boxes only on this road)
- Adjust/rebuild structures as needed (water boxes only on this road)
- Place 2 inches binder course
- Tack coat surface in preparation of top course HMA
- Place 2 inches of top course HMA

Partridgeville Rd from Daniel Shays to Town of Orange line

- Mill transition joint at start and stop point in preparation of overlay
- Replace worn castings as directed
- Adjust/rebuild structures as needed
- Sweep street in preparation of HMA
- Tack coat surface in preparation of HMA
- Place 1.5 inches of top course HMA as overlay

Exchange St from Main to South St

- Mill to depth of 1.5 inches
- Replace worn castings as directed
- Adjust/rebuild structures as needed
- Sweep street in preparation of HMA
- Tack coat surface in preparation of HMA
- Place 1.5 inches of top course HMA

- 1.2 The material hereunder shall be supplied and installed in a thorough, efficient manner, and conform to standards prescribed or approved within these specifications. Any reference to a specification or designation of the American Society for Testing and Materials, ASHTO Specification, Massachusetts Department of Public Works

Specifications, refers to the most recent or latest specifications or designation. Where names of specific products may be designated in these specifications or in the details appearing on the drawings, the intent is to state the general type and quality of product desired without ruling out use of other products of equal type and quality which have been approved in writing by the Owner.

- 1.3 Contract Documents: The Advertisement for Bidders, GENERAL AND DETAIL SPECIFICATIONS, and forms for Bid, may be obtained by contacting dcooley@townofathol.org.
- 1.4 Questions Regarding Drawings and Documents. In general, no answers will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the Drawings and other 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 or the Superintendent on account thereof.

To receive consideration, such questions shall be submitted in writing to the Town at least 7 days before the established date for receipt of bids. If the question involves the equality or use of products or methods it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Town to determine the equality or suitability of the product or method. In general, the Town will neither approve nor disapprove particular products prior to the opening of bids; such products will be considered when offered by the Contractor for incorporation into the Work.

The Town will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least three days prior to the receipt of bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.

- 1.5 Blank Form for Bid. All bids must be upon the blank form for bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the bidder with his business address and place of residence. Bidders shall not remove and submit the bid pages separate from the volume of Contract Documents but shall submit their bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.
- 1.6 Withdrawal of Bids. Except as hereinafter in this subsection otherwise expressly provided, once his bid is submitted and received by the Town for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within 40 (forty) consecutive calendar days after the actual date of the opening of bids.

Upon proper written request and identifications, bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids.

2. Provided the bid has not therefore been accepted by the Town, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

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 notified a bidder in writing, that his bid is rejected or that the owner does not intend to accept it. Notice of acceptance of a bid shall not constitute rejection of any bid.

- 1.7 Ability and Experience of Bidder. No award will be made to any bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and furnish the material and work within a normal period of time. The Town's decision or judgment on these matters shall be final, conclusive, and binding.
- 1.8 Bids. The Town may reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Town may waive such omissions, conditions or irregularities.
- 1.9 The Town of Athol reserves the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel the bid prior to the time of opening; and to correct any award erroneously made as a result of a clerical error on the part of the Town.
- 1.10 Execution of Agreement. The bidder whose bid is accepted will be notified by letter and agrees to duly execute the AGREEMENT, after notification, for a period ending as specified on bid proposal forms.
- 1.11 Liquidated Damages. All work covered by this contract is to be completed by 10/01/2023. Should the Contractor fail to meet this date, his surety bond will be called or a fine at \$500.00 a day for every workday the paving is not completed. The workweek is Monday through Friday.
- 1.12 Comparison of Bids. Bids will be compared and awarded on the basis of each individual items unit price stated in the bid.

In the event there is a discrepancy in the bid between the unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in the BID.

- 1.13 Bid Security. Bid Security from the Contractor in the form of cash, certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Athol, Massachusetts and shall be enclosed with the bid.

Each such check may be held by the Town as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Town as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within 40 consecutive calendar days after the opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his bid.

- 1.14 All questions relative to the specifications shall be directed to:

Diana Cooley
584 Main Street, Room 24
Athol, MA 01331

- 1.15 Bidder is to list exceptions in detail of any and all material, item or design specifications in their bid.
- 1.16 Disputes. In the event of any dispute as to any of the terms and conditions of this contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.
- 1.17 Minimum Wage Rates. In the employment of mechanics, teamsters, chauffeurs, and laborers in the construction of the public work projects, the Minimum Wage rates shall be paid as issued by the Commissioner of Labor and Industries of Massachusetts, in accordance with Sections 26 and 27 of Chapter 149, of the General Laws, as amended, or by the Davis Bacon Wage Rates, whichever hourly rate pays more, apply to this project, and as included in Appendix A. It is the responsibility of the Bidder, before bid opening, to request, if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.
- 1.18 Equal Employment Opportunity Anti-Discrimination and Affirmative Action. The successful bidder must comply with Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action. This project is also subject to Title VI of Civil Rights Act of 1964, Section 3 of the Housing and Urban Development Act of 1968,
- 1.19 Price Adjustments. This Contract contains price adjustments for hot mix asphalt cement mixtures, diesel fuel, and gasoline. Prices can be found on the MassDOT website under Permits, Forms & Publications, Construction Publications at <http://www.mhd.state.ma.us/>. Price adjustments are further explained in Section 6 – Special Conditions.
- 1.20 The Town reserves the right to revoke this contracted AGREEMENT in writing with two weeks' notice, if the Contractor is clearly not performing services required in the Contract in a timely or workmanlike manner.

- 1.21 Insurance Certificates. The Contractor will not be permitted to start any work until he has submitted certificates covering all insurance called for, and has obtained approval in writing of such certificates from the Town.

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the Town, insurance satisfactory to the Town as follows:

- A. Workmen's Compensation and Employer's Liability Insurance as required by the Workmen's Compensation Laws of the Commonwealth of Massachusetts.
- B. Comprehensive General Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows:

Limits of Liability*	\$1,000,000 each occurrence
	\$2,000,000 aggregate

* or \$1,000,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

- 1. Work performed by the Contractor himself with his own employees, called "premises operations."
 - 2. Work performed by his subcontractors, called "sublet work" or Independent Contractors (this is referred to as Contractor's Protective Liability).
 - 3. The Contractor's liability assumed under this contract, called "Hold Harmless" clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
 - 4. Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).
 - 5. If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as "XCU" coverage).
- C. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$500,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each accident

* or \$500,000 single limit combined Bodily Injury and Property Damage.

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

- D. All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the Town before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

* If blanket coverage is furnished, this particular Contract need not be referred to.

- E. The Contractor shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractor's work, insurance of the types and to the limits specified in paragraphs A to C, inclusive, above. It shall be the responsibility of the Contractor to ensure that all his sub-contractors comply with all of the insurance requirements contained herein relating to such sub-contractors.

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

SECTION 2
FORMS FOR BID

PROPOSAL FORM

To the Town of Athol, Massachusetts, (hereinafter called the "Owner") acting through its Department of Public Works, duly authorized therefore, who act solely for said Town and without personal liability to themselves:

All:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder will take in full payment, therefore, the following price:

Item Number	Estimated Quantity	Brief Description; unit or lump sum price bid in both words and figures	Total in Figures
1.	5,120 Tons	Class I Bituminous Concrete Pavement Type I-1 furnished in place _____dollars and _____cents (\$_____)	\$_____
2.	3,500 L.F.	Remove and Dispose Existing Curb and Sidewalk _____dollars and _____cents (\$_____)	\$_____

3.	3,500 L.F.	Class I Bituminous Concrete Curb Type 2 furnished in place/ backfilled with loam and seed	_____dollars	and _____cents (\$_____)	\$_____
4.	35 Each	Sewer & Drain Structures Adjusted / Replaced	_____dollars	and _____cents (\$_____)	\$_____
5.	32 Each	Water Gate & Curb Boxes Adjusted	_____dollars	and _____cents (\$_____)	\$_____
6.	15,900 S.Y.	Pavement, Road Base Reclamation and preparation for HMA	_____dollars	and _____cents (\$_____)	\$_____
7.	12,035 S.Y.	Cold Planing	_____dollars	and _____cents (\$_____)	\$_____
8.	1200 C.Y.*	Unsuitable and Excess Materials Excavation and Removal	_____dollars	and _____cents (\$_____)	\$_____
9.	10 C.Y.*	Gravel Borrow	_____dollars	and _____cents (\$_____)	\$_____

10.	10 Vertical Ft*	Remodel Structures	_____dollars	and _____cents (\$_____)	\$_____
11.	3150 Gal	Tack Coat at 0.1 gl/sq yd	_____dollars	and _____cents (\$_____)	\$_____
12.	11,500 Gal	Liquid Calcium Chloride at 0.75 gl/sq yd	_____dollars	and _____cents (\$_____)	\$_____
13.	100 Tons*	Bituminous Concrete Driveway Aprons	_____dollars	and _____cents (\$_____)	\$_____
14.	10 Tons*	Hot Mix Asphalt Miscellaneous Hand Work	_____dollars	and _____cents (\$_____)	\$_____

* Indeterminate figure used for bid comparisons.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this BID is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

For informal comparison only and not to be considered as part of the BID, the total price for Items _____ inclusive, derived as described in the INFORMATION FOR BIDDERS under the heading "Comparison of Bids," is \$**_____.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID within 40 consecutive calendar days after the actual date of the opening of BIDS and that, if the Town shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT

BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check which shall become the Town's property.

This BID includes Addenda number *** _____.

** Bidder must fill in this blank

*** To be filled in by Bidder if Addenda are issued.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

The Bidder hereby certifies he shall comply with the minority manpower ration and specific action steps contained in the STATE REQUIREMENTS under Massachusetts Equal Employment Program, including the minority contractor compliance. Prior to the award of the Contract, the Contractor must submit a Contractor's Certification of Compliance. The Contractor receiving the award of the Contract shall be required to obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said Sub-Contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Massachusetts Equal Employment Program.

Name of Bidder

(SEAL)

By _____
(Signature and title of authorized representative)

(Business Address)

(City & State)

Date _____

The Bidder is a corporation incorporated in the State (or Commonwealth) of _____

(Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

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 other 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.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of business

DEBARMENT STATEMENT
(to be used for any public construction project)

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT (Chapter 550, Acts of 1991)

The undersigned certifies under penalties 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 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder; and further is not listed on the HUD Debarred Contractors or Subcontractors list.

DATE: _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. Ch. 30, Sec. 39S(A), I certify under the penalties of perjury to the following:

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

(Signature of authorized representative of Bidder)

(Name of authorized representative of Bidder)

(Name of business)

A. Contractor's Certification

Name of Project _____

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

_____ certified that:

1. it tends to use the following listed construction trades in the work under the contract _____

and

2. will comply with the minority manpower ration and specific affirmative action steps required by law, and
3. will obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the award of any Sub-Contract under this contract the Sub-Contractor certification required by these bid conditions.

Signature of authorized representative
of Contractor.

B. Sub-Contractor's Certification

Name of Project _____

Prior to the award of any sub-contract, regardless of tier, the prospective sub-contractor must execute and submit to the prime contractor the following certification, which will be deemed a part of the resulting sub-contract:

SUB-CONTRACTOR'S CERTIFICATION

_____ certifies that:

1. it tends to use the following listed construction trades in the work under the sub-contract _____

and;

2. will comply with the minority manpower ration and specific affirmative action steps required by law; and
3. will obtain from each of the sub-contractors prior to the award of any sub-contract under this sub-contractor certification required by these bid conditions.

Signature of Authorized Representative

In order to ensure that the said sub-contractor's certification becomes a part of all sub-contractors under the prime contract, no sub-contract 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 sub-contract, regardless of tier. Any sub-contract executed without such written approval shall be void.

SECTION 3
AGREEMENT

AGREEMENT FOR CONTRACT DPW 2023-21

**Roadway Reclaiming, Resurfacing and Related Work
Various Locations**

THIS AGREEMENT made this _____ day of June 2023 by and between the **TOWN OF ATHOL**, hereinafter called the “Owner”, and _____, hereinafter called the “Contractor”.

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall furnish all the materials and perform all of the work as specified in the Town of Athol’s “**Proposal for Contract 2023-1, Roadway Reclaiming, Resurfacing & Related Work, Various Locations**” issued May 31, 2023.

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written “Notice to Proceed” from the Owner and shall bring the work to Final Completion by October 1, 2023. Damages for delays in the performance of the Work shall be at \$500/day and in accordance with the Conditions of the Contract.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order(s) the Contract Sum of _____ (\$XX,XXX.XX):

Article 4. THE CONTRACT DOCUMENTS: The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: the IFB, Contract Forms, Conditions of the Contract, Change Orders authorized by the Owner, and Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

Article 5. ALTERNATES: The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement:

Alternate No(s): None.

Article 6. The OWNER shall designate project representatives authorized to work with the CONTRACTOR with respect to the project. Athol’s representative is Paul Raskevitz, Assistant DPW Superintendent, (978)-721-8448, praskevitz@townofathol.org.

Article 7. REAP CERTIFICATION: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS THEREOF, the MUNICIPALITY and the CONTRACTOR have executed this Agreement under seal in triplicate as of the date above written.

For the OWNER:

By: _____
Town Manager

Date: _____

For the CONTRACTOR:

By: _____

Date: _____

Title: _____

Address: _____

Attest to the Availability of Funds:

By: _____
Title: Town Accountant

Date: _____

Attest to the Procurement Method:

By: _____
Title: Procurement Officer

Date: _____

Certificate of Acknowledgment of Contractor if a Corporation

For AGREEMENT

State of _____)

SS:

County of _____)

On this _____ day of _____, 20____,

before me personally came _____

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

That he resides at _____

and is the _____

of _____

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

Notary Public (Seal)

My commission expires: _____

SECTION 4

BONDS

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,
and having a usual place of business at _____,
as Principal, and _____, a corporation
duly organized under the Laws of the State (or Commonwealth) of _____,
and having a usual place of business at _____,
as Surety, are holden and stand firmly bound and obligated unto the Town of Athol,
Massachusetts, as obligee, in the sum of _____,
lawful money of the United States of America to and for the true payment whereof we bind
ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

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

Has entered into a contract with the said obligee for _____

a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

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

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

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

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

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

 Principal (Seal)

 Principal (Seal)

 Principal (Seal)

 Surety (Seal)

 Surety (Seal)

 Surety (Seal)

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

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

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

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

LABOR AND MATERIALS (PAYMENT) BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

(an individual, a partnership, a corporation)

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

and having a usual place of business at _____,

as Principal, and _____, a corporation

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

and having a usual place of business at _____,

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

Massachusetts, as obligee, in the sum of _____,

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

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

and severally, firmly by these presents.

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

Has entered into a contract with the said obligee for _____

a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

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

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials, and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials, being construed to include that part of water, gas, power, light, heat, oil, gasoline,

telephone service or rental of equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.

2. The above named Principal and Surety hereby jointly and severally agree with the Town that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Town shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by a claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Town or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Town, or Surety at any place where an office is regularly maintained for the transaction of business, or served in the state in which the said Work is located, save that such service need not be made by a public officer;
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

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

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

(NOTE:

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

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

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

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

_____(Seal)

Principal

_____(Seal)

Principal

_____(Seal)

Principal

_____(Seal)

Surety

_____(Seal)

Surety

_____(Seal)

Surety

Certificate of Acknowledgment of Contractor if a Corporation

For CONTRACT BONDS

State of _____)

SS:

County of _____)

On this _____ day of _____, 20____,

before me personally came _____

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

That he resides at _____

and is the _____

of _____

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

Notary Public (Seal)

My commission expires: _____

SECTION 5

SPECIFICATIONS

SECTION 5 SPECIFICATIONS

ITEM 1 - BITUMINOUS CONCRETE - IN PLACE

- All materials shall be manufactured, furnished and delivered in place in accordance with the most recent provisions for materials and methods as specified in “Standard Specifications for Highways and Bridges,” Commonwealth of Massachusetts, Department of Public Works, 2023 Edition, as amended and corrected. All bituminous concrete shall meet the specifications for the current job mix formula for each type of bituminous concrete to be furnished.
- Section 420 and Section 460 of the above specifications shall be deemed applicable to work being performed in the Town of Athol except as noted and modified herein.
- The term “Superintendent” used in the Section 460 shall mean the DPW Superintendent for the Athol Department of Public Works or their Designee, acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him. The term “Department” shall mean the Department of Public Works, Athol, Massachusetts.
- The use of pneumatic-tired rollers and/or vibratory steel drum rollers will not be required.
- The contractor shall provide all labor, material and equipment to perform the required work to include cleaning of surfaces in preparation of paving.
- The contractor shall observe and practice all required safety standards including warning signs.
- No prime coating will be required and may be deleted from the specification.
- The top course of pavement shall be laid with a variable screed, rubber tired or tracked paver having adjustable extensions.

ITEM 2 – REMOVE AND DISPOSE OF EXISTING CURB AND SDWALK

- Remove existing curb and sidewalk in preparation of reclaim and grading

ITEM 3 - BITUMINOUS CONCRETE CURB – TYPE 2

- All materials shall be manufactured, furnished and delivered in place in accordance with the most recent provisions for materials and methods as specified in “Standard Specifications for Highways and Bridges,” Commonwealth of Massachusetts, Department of Public Works, 2023 Edition, as amended and corrected.
- Section 500 of the above specifications shall be deemed applicable to work being performed in the Town of Athol except as noted and modified herein.

- The term “Superintendent” used in Section 500 shall mean the DPW Superintendent for the Athol Department of Public Works or their Designee, acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him. The term “Department” shall mean the Department of Public Works, Athol, Massachusetts.

ITEMS 4 & 5 - ADJUSTMENT OF EXISTING STRUCTURES

General: The Contractor shall furnish all labor, materials and equipment and shall do all work necessary to adjust existing drainage structures, sewer manholes, valve boxes and curb boxes as indicated on the plans or as directed by the Superintendent.

The work shall consist of adjusting line and/or pitch of the existing frames or boxes including removal, replacement or addition of brick, mortar and concrete.

All structures shall be raised before the placement of the top course of pavement and shall be set to the proposed grade of this final pavement. The final top course paving shall not commence until the Superintendent has approved the work under this section.

The Contractor shall be responsible for notifying and coordinating with the appropriate utility when there is a non-Town owned structure to be adjusted, to include National Grid, Verizon or others in the layout.

The Contractor shall be responsible for cleaning up and removing all material, to include brick, mortar, concrete, and asphalt, that falls into any structure during the course of this work.

Drainage and Sewer Structures Adjusted: The Contractor shall remove and reset to within 1/8” of proposed grade and pitch, all structures as directed by the Superintendent and as shown on the enclosed details.

All frames removed shall be cleaned of all dirt and mortar.

All underlying loose mortar and masonry units shall be removed. The masonry units shall be cleaned of all dirt and mortar and replaced with all joints between adjacent units being completely filled with new mortar.

Bricks, when required, shall be set in a full bed of new mortar and all joints shall be filled with new mortar.

All frames shall be set in a full bed of mortar so that the space between the top of the masonry and the bottom flange of the frame shall be completely filled and made watertight. All frames shall be centered on the underlying structure unless otherwise directed by the Superintendent.

The bricks shall be sound, hard and uniformly burned brick, regular and uniform in shape and size, of compact texture and satisfactory to the Superintendent. Brick shall comply with the ASTM Standard Specification for Sewer and Manhole Brick (made from clay or

shale), Designation C32-73, for Grade SS, hard brick, except that the mean of five tests for absorption shall not exceed eight percent by weight.

Rejected brick shall be immediately removed from the work.

The mortar shall be composed of Portland cement, hydrated lime and sand, in which the volume of sand shall not exceed three times the sum of the volumes of cement and lime. The proportions of cement and lime shall be approved and may vary from 1:1/4 for dense hard-burned brick to 1:3/4 for softer brick. In general, mortar for Grade SS brick shall be mixed in the proportions of 1:1/2 – 4:1/2.

Cement shall be Type II Portland cement as specified for concrete masonry.

Water Gate Boxes Adjusted: The Contractor shall excavate, raise and reset to within 1/8” of proposed line and grade, all water gate boxes as directed by the Superintendent.

The work shall consist of adjusting line and/or grade of the existing boxes including excavating, raising and pouring new concrete collars in accordance with the enclosed detail titled: “Concrete Collar for Gate Boxes.”

Inadequate Castings: If, in the opinion of the Superintendent, any of the castings to be raised (either frames and grates or water gate boxes) are inadequate, the Owner shall furnish new castings to replace them.

The Contractor shall excavate and remove the inadequate casting and replace it with the new casting. The inadequate castings shall be set aside for salvage by the Town.

Gravel Base Restoration: The Contractor, after properly raising the structure, shall restore the gravel road base before the placement of the cement concrete collar. Compaction shall be by mechanical means to 95 percent of the maximum dry density in conformance with Section 400 of the Standard Specifications.

Gravel shall be salvaged from the existing base and reused as base course. When extra gravel is necessary it shall conform to Section M1.03.1, Processed Gravel, Standard Specifications.

Cement Concrete Collars: The Contractor shall pour and properly cure concrete collars for both sewer and drain structures, as well as water gate boxes. This work shall conform to the details in Appendix C.

Cement concrete for the proposed collars shall conform to Section M4 of the Standard Specifications for Highway and Bridges, 1988, Massachusetts Department of Public Works. All cement concrete for water gate box collars shall be 4000 PSI, High Early Mix.

Placement and curing of cement concrete shall conform to all applicable requirements of Section 900 of said Standard Specifications.

ITEM 6 - PAVEMENT AND ROAD BASE RECLAMATION

- 6.1 General
- 6.2 Depth
- 6.3 Adjustment of Structures
- 6.4 Pulverization Process
- 6.5 Compaction
- 6.6 Unsuitable Materials and Replacement Materials

6.1 General: The Contractor shall submit to the Superintendent for approval a description of equipment and the process used to scarify and pulverize the existing pavement and base. The pulverizing operation shall be controlled in such a manner that the resultant materials will be free from excessive fine material (material passing a No. 200 sieve) 10% maximum allowed.

6.2 Depth of Work: The full width of the existing bituminous surface shall be pulverized and thoroughly blended with the existing gravel sub-base to a minimum depth of nine (9) inches and maximum depth of twelve (12) inches or three (3) times the thickness of the asphalt pavement.

6.3 Structures: Prior to scarifying or pulverizing the existing pavement, the Contractor shall locate and protect existing drainage and utility structures and underground pipes, culverts, conduits, and other appurtenances. The upper section of the utilities is to be removed as directed, to facilitate pulverizing the existing pavement, the remaining part of the structure shall be immediately covered with a steel plate capable of withstanding a 36.5 ton truckload with impact. Structure adjustment shall be paid under Items 4 and 5.

6.4 Pulverization Process: The existing road pavement shall be pulverized and mixed with equal amounts of gravel base existing in the roadway foundation. The pulverization shall blend the asphalt and base material into a homogeneous mass, utilizing the asphalt acquired from the existing pavement as a stabilizer to bond material together when compacted. After the first pulverization, two (2) applications of calcium chloride totaling .75 to 1.0 gallons per square yard shall be applied. The aggregate mass shall then be pulverized again to ensure proper asphalt, gravel, and calcium chloride blending to the desired depth. Following base compaction, shaping and fine grading, then recompaction, a final capping of .10-.25 gallons of calcium chloride per square yard shall be applied.

6.5 Grading and Compaction: The blended material shall be shaped, graded, and compacted to conform to the specification as set forth in Section 401 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges, 1988 Edition, as amended and corrected.

6.6 Unsuitable Materials and Replacement Materials: If the Superintendent requires removal of unsuitable materials it shall be paid for under Item 10, and replacement gravel material shall be paid under Item 10.

ITEM 7 – COLD PLANING BITUMINOUS CONCRETE

- The work consists of removing 0”-3” of bituminous concrete by cold planer in designated areas on various streets. The cold planer operation shall conform to the specifications set forth in Section 120.66 of the Commonwealth of Massachusetts Department of Public Works, Standard Specifications for

Highways and Bridges, 1988 Edition, as amended and corrected. The cold planer must meet all weight requirements for work on bridge decks.

- The ground up pavement shall be removed and disposed of by the Contractor at the Hillside Terrace location.
- The amount of bituminous concrete planed shall be based upon the directions of the Superintendent or his representative.

ITEMS 8 – EARTH EXCAVATION, BACKFILL, FILL, AND GRADING

General. The Contractor shall make excavation of normal depth in earth for trenches and structures; shall backfill such excavations to the extent necessary; shall furnish the necessary materials and construct embankments and fills and shall make miscellaneous earth excavations and do miscellaneous grading. All such work shall be done as indicated on the drawings and as herein specified.

The program of excavation, dewatering, sheeting, and bracing shall be carried out in such manner as to eliminate all possibility of undermining or disturbing the foundations of existing structures or of work previously completed under this contract.

Description. The Contractor shall make excavations in such manner and to such widths as will give suitable room for building the structures or laying and jointing the piping; shall furnish and place all sheeting, bracing, and supports; shall do all coffer damming, pumping, and draining; and shall render the bottom of the excavations firm and dry, and acceptable in all respects.

In no case, except as provided for in the sections TRENCH EXCAVATION and PREPARATION OF SUBGRADE, shall the earth be plowed, scraped, or dug by machinery so near to the finished sub-grade as to result in the disturbance of material below said sub-grade, but the last of the material to be excavated shall be removed with pick and shovel just before the placing of the pipe, masonry, or other structure.

All excavation, except as otherwise specified or permitted, shall be made in the open.

Extent of Open Excavation. The length of trench open at any open time will be controlled by the conditions, subject to any limits that may be prescribed by the Superintendent.

Separation of Surface Materials. The Contractor shall remove only as much of any existing pavement as is necessary for the prosecution of the work. The pavement cut shall be made with an approved saw, without extra compensation to the Contractor. Where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.

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

Sheeting and Bracing. The Contractor shall furnish, put in place, and maintain sheeting, bracing, etc., as may be necessary to support the sides of the excavation and to prevent any movement of earth which could in any way diminish the width of the excavation to less than that necessary for proper construction, or could otherwise injure or delay the work, or endanger adjacent structures.

Whenever possible, sheeting shall be driven ahead of the excavation to avoid loss of material from behind the sheeting. If it is necessary to excavate below the sheeting, care shall be taken to avoid trimming behind the face along which the sheeting will be driven. Care shall be taken to prevent voids outside of the sheeting, but, if voids occur, they shall be filled immediately with sand and compacted.

The Contractor shall leave in place to be embedded in the backfill, or concrete, all sheeting, bracing, etc., which is indicated on the drawings to be so left in place. He also shall leave in place any and all other sheeting, bracing, etc., which the Superintendent may direct him in writing to leave in place, at any time during the progress of work, for the purpose of preventing injury to structures or property.

The Superintendent may direct that sheeting and bracing be cut off at any specified elevation.

All sheeting and bracing not to be left in place shall be carefully removed in such manner as not to endanger the construction or other structures. All voids left or caused by the withdrawal of sheeting shall be backfilled immediately using approved materials and compaction methods.

Drainage.

- a. General. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to intercept and/or remove promptly and dispose properly of all water entering trenches and other excavation. Such excavations shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.

All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Suitable temporary pipes, flumes, or channels shall be provided for water that may flow along or across the site of the work.

- b. Temporary Underdrains. Temporary underdrains, if used, shall be laid in trenches beneath the grade of the structure. Trenches shall be of suitable dimensions to provide room for the chosen size of underdrain and its surrounding gravel.

Underdrain pipe shall be acceptable vitrified clay or concrete pipe of standard thickness. Sewer pipe of the quality known as "seconds" will be acceptable.

Underdrains, if used, shall be laid at an approved distance below the bottom of the normal excavation and with open joints wrapped in cheesecloth, and entirely surrounded by graded gravel, or crushed stone to prevent the admission of sand or

other solid into the underdrains. The distance between the bottom of the pipe or structure and the top of the bell of the underdrain pipe shall be at least 3 inches unless otherwise permitted. The space between the underdrain and the pipe or structure shall be filled with screened gravel or crushed stone which shall be rammed if necessary and left with a surface suitable for laying the pipe or building the structure.

- c. Drainage Wellpoint Systems. If necessary, the Contractor shall dewater the excavations by means of an efficient drainage wellpoint system, which will drain the soil and prevent saturated soil from flowing into the excavation. The wellpoints shall be designed especially for this type of service. The pumping unit shall be designed for use with the wellpoints and shall be capable of maintaining a high vacuum and of handling large volumes of air and water at the same time.

The installation of the wellpoints and pump shall be done under the supervision of a competent representative of the manufacturer. The Contractor shall do all special work such as surrounding the wellpoints with sand or gravel or other work, which is necessary for the wellpoints system to operate for the successful dewatering of the excavations.

Trench Excavations. Where pipe is to be laid in gravel bedding or concrete cradle, the trench may be excavated by machinery to, or to just below, the designated sub-grade, provided that the material remaining at the bottom of the trench is no more than slightly disturbed.

Where pipe is to be laid directly on the trench bottom, the lowest part of trenches in the earth shall not be excavated to sub-grade by machinery, but just before the pipe is to be placed, the last of the material to be excavated shall be removed by means of hand tools to form a flat or shaped bottom, true to grade, so that the pipe will have a uniform and continuous bearing and support on firm and undisturbed material between joints except for limited areas where the use of pipe slings may have disturbed the bottom.

Depth of Trench. Trenches shall be excavated to such depths as will permit the pipe to be laid at the elevations, slopes, or depths of cover indicated on the drawings and as specified.

Width of Trench. Pipe trenches shall be made as narrow as practicable and shall not be widened by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.

Trenches shall be excavated with approximately vertical sides between the elevation of the center of the pipe and an elevation one-foot above the top of the pipe.

Trench Excavation in Fill. If pipe is to be laid in embankments or other recently filled material, the material shall first be placed to the top of the fill or to a height of at least one foot above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall be excavated as though in undisturbed material.

Excavation Near Existing Structures. Attention is directed to the fact that there are pipes, drains, and other utilities in certain locations. Some of these have been indicated on the drawings, but no attempt has been made to show all of the services, and the completeness or accuracy of the information given is not guaranteed.

As the excavation approaches pipes, conduits, or other underground structure necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations. When such test pits may be properly considered as incidental to other excavation, the Contractor shall receive no additional compensation, the work being understood to be included as part of the excavation. When the Superintendent orders test pits beyond the limits of excavation he considers a part of the work, such test pits shall be paid for as specified under MEASUREMENT AND PAYMENT.

Protection of Existing Structures. All existing pipes, poles, wires, fences, curbing, property line markers and other structures which the Superintendent decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from injury by the Contractor. Should such items be injured, they shall be restored by the Contractor, without compensation therefore to at least as good condition as that in which they were found immediately before the work was begun.

Relocation and Replacement of Existing Structures. Whenever the Contractor encounters certain existing structures as described below and is so ordered in writing, he shall do the whole or such portions of the work as he may be directed, to change the location of, remove and later restore, replace such structures, or to assist the owner thereof in so doing. For all such work the Contractor shall be paid under such items of work as may be applicable, otherwise as Extra Work.

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

The structures to which the provisions of the preceding two paragraphs shall apply include pipes, wires, and other structures which meet all of the following: (a) are not indicated on the drawings or otherwise provided for, (b) encroach upon or are encountered near and substantially parallel to the edge of the excavation, and (c) in the opinion of the Superintendent will impede progress to such an extent that satisfactory construction cannot proceed until they have changed in location, removed (to be later restored), or replaced.

When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) later restore them to at least as good condition as that in which they were found immediately before the work was begun, all without additional compensation. The restoration of fences shall be done as promptly as possible and not left until the end of the construction period.

Care and Restoration of Property. The Contractor shall enclose the trunks of trees adjacent to his work and not to be cut, with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operations, or otherwise due to his work. Excavating machinery and cranes shall be

of suitable type and be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

Branches, limbs, and roots shall not be cut except by permission of the Superintendent. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs, and trunks or trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

Cultivated hedges, shrubs, and plants, which might be injured by the Contractor's operations, shall be protected by suitable means or shall be dug up and temporarily replanted and maintained. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the work.

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

In locations where excavation passes through existing agricultural areas and fields, the cost of repairing the trench surface is to be included in the pipelaying price.

In such areas, the existing loam and surface materials are to be stripped and placed to one side prior to excavation. After completion of backfilling, this "saved" surface material is to be returned to the top of the trench. After natural settlement and compaction has taken place, the trench surface is to be harrowed, dragged and mechanically raked as necessary to produce a smooth and level surface. The area is then to be sowed with "orchard grass" or "rye grass" or other such materials to hold the soil and produce a growth similar to that existing prior to pipelaying operations.

This provision for clean-up in agricultural areas applies only to locations where the trench surface is now substantially pastureland or the equivalent thereof. In cases where the trench surface running alongside a road is in scrub growth or natural weed growth, this provision will not apply.

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

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

Unauthorized Excavation. If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted, screened gravel, if the excavation was for a pipeline, or with Class B concrete, if the excavation was for a masonry structure.

Elimination of Unsuitable Material. If material unsuitable for foundation (in the opinion of the Superintendent) is found at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted, screened gravel, bank-run gravel, fine aggregate or concrete as directed.

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

Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill; shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions; or shall be neatly deposited for other purposes within a haul of one mile from the point of excavation; all as directed or approved and without additional compensation.

Surplus excavated materials not needed as specified above shall be hauled away and dumped by the Contractor, at his expense, at appropriate locations, and in accordance with arrangements made by him.

Dust Control. During the process of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. If the Superintendent decides that it is necessary to use calcium chloride for more effective dust control, the Contractor shall furnish and spread the material as directed.

Bridging Trenches. The Contractor shall, at his own expense, provide suitable bridges and other crossings where required for the accommodation of travel, and to provide access to private property during construction, and shall remove said structures thereafter.

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

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

Whenever a percentage of compaction for backfill is indicated or specified, it shall be the percent of maximum density at optimum moisture as determined by Method D of ASTM Standard Methods of Test for Moisture – Density Relations of Soils Using 10-lbs. Rammer and 18-inch Drop, Designation D1157-70.

Fill and Backfill Under Structures. Unless otherwise indicated or specified, all fill and backfill under structures and pavements adjacent to structures shall be compacted bank-run gravel containing not more than ten percent material passing a No. 200 sieve. When coarse aggregate and fine aggregate are indicated or specified for use under structures, they shall conform to the requirements for coarse and fine aggregate specified under CONCRETE MASONRY.

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

Backfilling Around Structures. The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking, or other damage. As soon as practicable after the structures are structurally adequate and other necessary work has been done, special leakage tests, if required, shall be made. Promptly after the completion of such tests, the backfilling shall be started and then shall proceed until its completion.

With the exception mentioned below in this paragraph, trenches shall not be backfilled at pipe joints until after that section of the pipeline has successfully passed any specified test required. Should the Contractor wish to minimize the maintenance of lights and barricades and the obstruction of traffic, he may, at his own risk backfill the entire trench, omitting or including backfill at joints as soon as practicable after the joints have acquired a suitable degree of hardness, if applicable, and the related structures have acquired a suitable degree of strength. He shall, however, be responsible for removing and later replacing such backfill, at his own expense, should he be ordered to do so in order to locate and repair or replace leaking or defective joints or pipe.

- a. Materials. The nature of materials will govern both their acceptability for backfill and the methods best suited for their placement and compaction in the backfill. No stone or rock fragment larger than 12-inches in greatest dimension shall be placed in the backfill nor shall large masses of backfill material be dropped into the trench in such a manner as to endanger the pipeline. If necessary, a timber grillage shall be used to break the fall of material dropped from a height of more than five feet. Pieces of bituminous pavement shall be excluded from the backfill unless their use is expressly permitted, in which case they shall be broken up as directed.
- b. Zone Around Pipe. The zone around the pipe shall be backfilled with the materials and to the limits indicated on the drawings. Material shall be compacted to 90 percent by tamping.
- c. Remainder of Trench. The remainder of the trench above the zone around the pipe shall be compacted by tamping, puddling, or water jetting, in accordance with the nature of the material and the compaction requirements. In general, the tamping method will be used by the Contractor to achieve the desired compaction. Water jetting or puddling may be used only if, in the opinion of the Superintendent, it is necessary to employ one of these methods.
- d. Water-Jetting. If the backfill is to be compacted by water jetting, the material shall be placed in the trench and then shall be thoroughly saturated throughout its full depth and at frequent intervals across and along the trench until all slumping ceases. To accomplish this, the Contractor shall furnish one or more jet pipes, each of sufficient length to reach the specified depth and of sufficient diameter (not less than 1 ¼ inches) to supply an adequate flow of water to compact the material. The jet pipe shall be equipped with a quick-acting valve and be supplied through a fire hose from a hydrant or a pump having adequate pressure and capacity.

- e. Puddling. If the backfill is to be compacted by puddling, the material shall be deposited in water of sufficient depth so that the material will be submerged when in place. Dams or dikes constructed in the trench to hold the water used for puddling shall be compacted by tamping as specified below.
- f. Tamping. If the material is to be compacted by tamping, or under appropriate circumstances, rolling, the material shall be deposited and spread in uniform, parallel layers not exceeding 8 inches thick before compaction. Before the next layer is placed, each layer shall be tamped as required so as to obtain a thoroughly compacted mass. Care shall be taken that the material close to the bank, as well as in all other portions of the trench, is thoroughly compacted. When the trench width and the depth to which backfill has been placed are sufficient to make it feasible, and it can be done effectively and without damage to the pipe, backfill may, on approval, be compacted by the use of suitable rollers, tractors, or similar powered equipment instead of by tamping. For compaction by tamping (or rolling), the rate at which backfilling material is deposited in the trench shall not exceed that permitted by the facilities for its spreading, leveling and compacting as furnished by the Contractor.

If necessary, to ensure proper compaction by tamping (or rolling) the material shall first be wet by sprinkling. However, no compaction by tamping (or rolling) shall be done when the material is too wet either from rain or too great an application of water to be compacted properly; at such times the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compacting, or such other precautions shall be taken as may be necessary to obtain proper compaction.

- g. Miscellaneous Requirements. Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material. Only approved quantities of stones and rock fragments shall be used in the backfill; the Contractor shall, as part of the work done under the items involving earth excavation and rock excavation as appropriate, furnish and place all other necessary backfill material.

All voids left by the removal of sheeting shall be completely backfilled with suitable materials, and thoroughly compacted.

Excavated material which is acceptable to the Superintendent for surfacing or pavement sub-base shall be placed at the top of the backfill to such depths as may be specified elsewhere or as directed. The surface shall be brought to the required grade and stones raked out and removed.

Material for Filling and Embankments. Approved selected materials available from the excavations and not required for backfill around pipes or against structures, shall be used for filling and building embankments, except as otherwise specified. The Contractor shall be responsible to handle this material, stockpile, and rehandle it as directed; all without additional compensation. Material needed in addition to that available from construction operations shall be obtained from approved gravel banks or other approved deposits.

All material, whether from the excavations or from borrow, shall be of such nature that after it has been placed and properly compacted, it will make a dense, stable fill. It shall not contain vegetation, masses of roots, individual roots, more than 18 inches long, or more than ½ inch in diameter, stones over 6 inches in diameter, or porous matter. Organic matter shall not exceed minor quantities and shall be well distributed.

Preparation of Sub-grade. The Contractor shall remove loam and top soil, loose vegetable matter, stumps, large roots, etc., from areas upon which embankments will be built or material will be placed for grading. The sub-grade shall be shaped as indicated on the drawings and shall be so prepared by forking, furrowing, or plowing that the first layer of the new material placed thereon will be well bonded to it.

Placing and Compacting Embankment Material. After the sub-grade has been prepared as hereinbefore specified, the material shall be placed thereon and built up in successive layers until it has reached the required elevation.

Layers shall not exceed 12 inches in thickness before compaction. In embankments at structures, the layers shall have a slight downward slope away from the structure; in other embankments the layers shall have a slight downward slope away from the center. In general, the finer and less pervious materials shall be placed against the structures or in the center, and the coarser and more pervious materials, upon the outer parts of embankments.

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

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

The portion of embankments constructed below proposed structures shall be compacted to 95 percent. The top two feet of an embankment below a pavement base shall be compacted to 95 percent. All other embankments shall be compacted to 90 percent.

ITEM 9 – GRAVEL BORROW

11.1 General. The Gravel Borrow shall conform to the specifications set forth in the following sub-sections, and must be approved by the Superintendent prior to placement.

11.2 Gravel Borrow. Gravel Borrow shall consist of clean, inert, hard, durable grains of quartz or other hard durable rock, free from loam or clay, surface coatings and deleterious materials. The allowable amount of material passing a No. 200 sieve

as determined by AASHTO-TII shall not exceed 10 percent by weight. The maximum particle size for Gravel Borrow shall be ¼ inch.

- 11.3 Placing and Compacting. The Gravel Borrow shall be spread in layers of uniform thickness not exceeding 8 inches before compaction and moistened or allowed to dry as directed. Then it shall be thoroughly compacted by means of suitable power-driven tampers or other power-driven equipment.

ITEM 10 – STRUCTURES REMODELED

General: The Contractor shall furnish all labor, materials and equipment and shall do all work necessary to remodel sewer or drain structures as directed by the Superintendent.

The work shall consist of removing castings and deteriorated masonry until a clean sound base is obtained upon which concrete blocks and clay bricks may be used to rebuild the structure.

The remodeling shall conform to the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges 1988 Edition, applicable parts of Section 201.

ITEM 11 – TACK COAT

General: The Contractor shall furnish all labor, materials and equipment and shall do all work necessary to apply Asphalt Emulsion “Tack Coat” as directed by the Superintendent.

All pavement surfaces shall be tack coated immediately prior to placing each HMA lift. HMA placed over milled surfaces shall be tack coated at an application rate of 0.07 gallons per square yard. HMA placed over smooth pavements (unmilled) shall be tack coated at an application rate of 0.05 gallons per square yard.

Tack coat shall conform to the requirements of M3.11.06 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges 1988 Edition, as amended and corrected.

The existing surface shall be cleaned of all foreign matter and loose material and shall be dry before the tack coat is placed.

ITEM 12 – LIQUID CALCIUM CHLORIDE

General: The Contractor shall furnish all labor, materials and equipment and shall do all work necessary to apply liquid calcium chloride in accordance with Item 5 of the technical specifications and as directed by the Superintendent.

the calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the following material specifications (see ASTM Designation D98; AASHTO-M144).

Calcium Chloride	35% +/- 1%
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Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%
Typical (in lbs. per gallon)	
Calcium Chloride	5.05
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	6.002

The Contractor shall have the ability, with approval of the Superintendent, to substitute E-N-One Soil Stabilizer if soil conditions warrant. Refer to Item 5 in the technical specifications for application rates and procedures.

ITEM 13 – BITUMINOUS CONCRETE DRIVEWAY APRONS

General. The Contractor shall furnish all labor, materials, tools, and equipment necessary to construct bituminous concrete driveway aprons as indicated on the drawings or directed by the Superintendent and as herein specified.

Prior to paving, the Contractor shall prepare the driveway apron surface by sweeping or milling if necessary and placing tack coat in accordance with the specifications herein provided.

Pavement shall be placed so that the whole area will have a true and uniform surface and will conform to the proper grade and cross section.

The paving plant used by the Contractor in preparation of the bituminous concrete shall be acceptable to the Superintendent who shall have the right to inspect the plant and making of the material.

All manhole covers, catch basin grates, and valve and meter boxes within a driveway apron shall be adequately protected and adjusted to grade in accordance with the specifications herein provided.

Bituminous Concrete. Bituminous concrete shall conform to the specifications set forth by the applicable subsections of the Commonwealth of Massachusetts, Department of Public Works, Standards Specifications for Highways and Bridges, 2023 Edition, as amended and corrected. Pavement thickness shall be equal to a 2 -inch base course (if necessary) and a 2 -inch top course.

ITEM 14 – HOT MIX ASPHALT MISCELLANEOUS HAND WORK

General. The Contractor shall furnish all labor, materials, tools, and equipment necessary to perform miscellaneous hand work for bituminous concrete driveway aprons as indicated on the drawings or directed by the Town where needed throughout the project.

Hand work. Handwork is considered to be the use of shovel / wheelbarrow or other hand tools for applying asphalt around off road catch basins, waterways, temporary ramps, etc.

SECTION 6
SPECIAL CONDITIONS

SECTION 6

SPECIAL CONDITIONS

- 6.1 Construction Warning Signs. All construction warning signs shall be erected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways. All construction warning signs shall be erected and maintained by the Contractor at their own expense.

- 6.2 Traffic Control. For control of moderate traffic, the Contractor shall provide an adequate number of flagmen employed at his own expense.

Whenever and wherever, in the opinion of the Superintendent, traffic is sufficiently congested or public safety is endangered, the Contractor shall be responsible for furnishing uniformed special officers to direct traffic and to keep traffic off the highway area affected by construction operations. Such officers shall be in addition to the watchmen, required under other provisions of the Contract. The Owner shall be responsible for payment of all uniformed special officers. The Contractor shall be responsible for scheduling all uniformed special officers a minimum of 24 hours in advance and for submitting all detail slips to the DPW. A minimum 4 hour notice is required to cancel a scheduled detail.

The employment or presence of traffic flagmen, special officers, or police shall, in no way, relieve the Contractor of any responsibility or liability, which is his under the terms of the Contract.

- 6.3 Traffic Control Signs. The Owner will provide traffic control signage as required for the paving operation to include detour and road closing signs. Where streets are to be closed, detour signage will be set up by the Contractor at the direction of the Superintendent. Where one-lane traffic is required, signage will be placed in accordance with the M.U.T.C.D. Police and/or flagmen will be used as directed by the Owner.

The Contractor shall be responsible for providing “Bump” signs at all joints.

- 6.4 Construction Plan. One week before commencement of construction, the Contractor shall present a construction plan, in writing, outlining a proposed schedule, hours of operation, sequence of operations and uniformed special officer needs.

- 6.5 Contractor Responsibility. During all other aspects of the paving operation (i.e. structure removal or raising), the Contractor shall provide and place all signage required in accordance with the M.U.T.C.D. for work zone protection. The structure operation shall be set up to affect only one travel lane at a time.

- 6.6 Work Schedule. The Contractor shall perform all Work between the hours of 6:00a.m. to 5:00p.m., Monday through Friday. No work shall be allowed on weekends or holidays unless prior approval is granted by the Superintendent/Owner.

- 6.7 Monthly Price Adjustment for Hot Mix Asphalt (HMA) Mixtures. The Price Adjustment for HMA will be based on the variance in price for the liquid asphalt component only from the Base Price, which is listed in Section 1 – Information for Bidders, to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Period Price will be based on the “New Asphalt Period Price Method” posted each month on the MassDOT website at <http://www.mhd.state.ma.us/>. The “New Asphalt Period Price Method” is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by MassDOT using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer’s terminal, as listed under the “East Coast Market – New England, Boston, Massachusetts area” section of the Poten & Partners, Inc. “Asphalt Weekly Monitor”. Poten and Partners has granted MassDOT the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

The Contract price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job. The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No Price Adjustment will be allowed beyond the completion date of this Contract, unless there is an approved extension of time.

- 6.8 Monthly Price Adjustment for Diesel Fuel and Gasoline. This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price, which is listed in Section 1 – Information for Bidders, to the Period Price.

The Period Price of diesel fuel and gasoline will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No Price Adjustment will be allowed beyond the completion date of this Contract, unless there is an approved extension of time.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the

average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation and Borrow Work: Items 8 and 9	0.29 Gallons/CY	0.15 Gallons/CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons/Ton	Does Not Apply

6.9 Progress Payments. Progress payments will be made in amount equal to 95 percent of the Work completed with the balance being retainage but, in each case, less the aggregate of payments previously made.

6.10 Final Payment. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price.

SECTION 7
GENERAL CONDITIONS

SECTION 7
GENERAL CONDITIONS

TITLE

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

The word "Owner" shall mean the Town of Athol.

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

The word "Specifications" when used herein shall be deemed to refer to both the General and Technical Specifications.

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

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

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

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

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants, and employees from and against any and all claims, demands, suits, proceedings liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town or any of its respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall, in no way, be relieved of his responsibility by any right of the Town to give permission or directions relating to any part of the Work, by any such permission or

directions given, or by failure of the Town to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from those indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

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

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

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

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

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

- 7.3 **Planning and Progress Schedules.** The Contractor shall submit to and for the approval of the Superintendent, a detailed schedule of operations. The schedule shall show the proposed methods of construction and sequence of work and the time the Contractor proposes to complete the various items of work within the time specified in the Contract. No work shall begin until the Progress Schedule is approved by the Superintendent.

If the Contractor's operations are materially affected by changes in the plans or in the quantity of the Work or if he has failed to comply with the submitted and approved schedule, the Contractor shall submit a revised schedule if requested by the Superintendent within seven (7) days after the date of the Superintendent's request. This revised schedule shall show how the Contractor proposes to prosecute the balance of the Work, so as to complete the Work within the time specified in the Contract.

- 7.4 **Supervision of Work.** The Contractor shall be solely responsible for supervision of the Work, shall give the Work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Town in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Specifications, with full authority to execute the directions of the Town, without delay, and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Town. If, in the opinion of the Town, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Town; such approval, however, shall, in no way, relieve or diminish the Contractor's responsibility for the supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such Work, such directions or instructions may be given by the Town to, and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

- 7.5 **Patents.** The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by any infringement or alleged infringement of any patents or patent rights on any invention, process, material, equipment, article or apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

- 7.6 **Electrical Energy.** The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the Work and during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections and meters.

The Contractor shall provide sufficient lighting so that all work may be done in a workman like manner when there is not sufficient daylight.

- 7.7 **Compliance with Laws.** The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the material and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall, at all times, observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based

upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

- 7.8 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- 7.9 **Permits.** The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.
- 7.10 **Not to Sublet or Assign.** The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with the like written consent of the Town and the surety on the contract bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.
- 7.11 **Delay by Town.** The Town may delay the beginning of the Work or any part thereof if the necessary lands or rights of way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.
- 7.12 **Time for Completion.** The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated under INFORMATION FOR BIDDERS, except as otherwise expressly provided herein.

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Town, in writing, of the cause and particulars of the delay. Upon receipt of such notification, the Town shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Town will, in writing, appropriately extend the time for completion of the Work. The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

- 7.13 **Liquidated Damages.** In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Town shall deduct from the payments due the Contractor each month, the sum of five hundred (\$500) dollars for each calendar day of delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any such monies due or to become due the Contractor, and, in case such damages shall exceed the amount of all monies due or to become due the Contractor, the Contractor or his surety shall pay the balance to the Owner.
- 7.14 **Employ Sufficient Labor and Equipment.** If, in the sole judgment of the Town, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Town may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Town deems necessary to enable the Work to progress properly.
- 7.15 **Handling and Distribution.** The Contractor shall handle, haul, and distribute all materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.
- 7.16 **Occupying Private Land.** The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Superintendent.
- 7.17 **Interference with and Protection of Streets.** The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Town.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments, in writing, with a copy to the Department of Public Works, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

- 7.18 **Safety.** The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Town, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes and utilities, above and below ground.

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

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

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

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

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

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

- 7.20 **Intoxicating Liquors.** The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

- 7.21 **Access to Work.** The Town and its officers, agents, servants and employees may at all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

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

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

Examination or inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

- 7.23 **Defective Work, Etc.** Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Town all resulting costs, expenses, losses or damages suffered by the Town.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same.

- 7.24 **Precautions During Adverse Weather.** During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done, and satisfactory in all respects.

- 7.25 **Right to Materials.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Town. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

- 7.26 **Changes.** The Town may make changes in the Work and in the Specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the Contract for such work.

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

The Contractor agrees that he shall neither have or assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

- 7.27 **Extra Work.** The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Town, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Town so elects, for the actual cost of such work, as determined by the Contractor and approved by the Town, plus a percentage of such cost,

as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Town.

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

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

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

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

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

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

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

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed

both by the Contractor's authorized representative and by the Town. A separate daily record shall be submitted for each extra work order.

- 7.28 **Extension of Time on Account of Extra Work.** When extra work is ordered near the completion of the Contract or at any time during the progress of the Work which unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided.
- 7.29 **Changes Not to Affect Bonds.** It is distinctly agreed and understood that any changes made in the Work or the drawings or specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the contract bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force and effect.
- 7.30 **Claims for Damages.** If the Contractor makes claim to any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is earlier, file with the Town a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages.
- 7.31 **Abandonment of Work or Other Default.** If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Town may designate; and the Town may, upon giving such notice by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purposes of such completion, the Town may, for itself, or for any contractors employed by the Town, take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

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

- 7.32 **Prices for Work.** The Town shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- 7.33 **Formal Acceptance.** Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Town.
- 7.34 **Progress Estimates.** Once a month, except as hereinafter provided, the Town shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The Town shall retain 5 percent of such estimated value, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance of all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract. The Town shall pay monthly to the Contractor the balance not deducted and/or retained as aforesaid, except that payment may be withheld at any time, if in the judgment of the Town, the work is not proceeding in accordance with the Contract. If the Town deems it expedient to do so, it may cause estimates and payments to be made more frequently than once in each month. No progress estimate or payment need be made when in the judgment of the Town, the total value of the Work done since the last estimate amounts to less than \$5,000.

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

If the Town determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore and if such materials and equipment are delivered and properly stored and protected, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Town, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Town at the same time a Bill of

Sale in form satisfactory to the Town, transferring and assigning to the Town full ownership and title to such materials or equipment.

- 7.35 **Partial Acceptance.** The Town may at any time, in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which, in his opinion, is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

Within forty-five (45) days after acceptance under this subsection, the Town shall make an estimate, in writing, of the amount and value of the part of the Work, so accepted and shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the Town under this sub-section shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the Town and the Contractor.

The Town shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the Town will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

- 7.36 **Final Estimate and Payment.** As soon as practicable (but not more than sixty-five (65) days) after final completion of the Work, the Town shall make a final estimate, in writing, of the quantity of work done under the Contract and the amount earned by the Contractor.

The Town shall pay to the Contractor the entire amount found to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this sub-section otherwise provided such payment shall be made not later than fifteen (15) days after, but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Superintendent's final estimate. All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

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

- 7.38 **Claims.** If, at any time, there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or

otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any monies which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

- 7.39 **No Waiver.** Neither the inspection by the Town, nor any order, measurement, approval, determination, decision of certificate by the Town for the payment of money; nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Town, nor any extension of time, nor any other act or omission of the Town shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Town, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Town shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his sub-contractors or by any other person or persons.
- 7.40 **Liability of Town.** No person, firm or corporation, other than the Contractor, who signed the Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.
- 7.41 **Guarantee.** The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled.
- 7.42 **Cleaning Up.** The Contractor, at all times, shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the Work and the site clean and ready for use.
- 7.43 **Legal Address of Contractor.** The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated

address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument, in writing, executed and acknowledged by the Contractor and delivered to the Town. Service of any notice, letter or other communication upon the Contractor personally shall likewise be deemed sufficient service.

- 7.44 **Modification of Termination.** Except as otherwise expressly provided herein, the Contract may not be modified except in writing signed by the parties hereto.

SECTION 8
MEASUREMENT AND PAYMENT

SECTION 8
MEASUREMENT AND PAYMENT

Item 1. Class I Bituminous Concrete Pavement Type I-1. The unit price for Item 1 shall constitute full compensation for furnishing, placing and compacting approved bituminous concrete in areas as indicated on the description of work and the plans, or as directed by the Superintendent.

Under Item 1, the quantity of bituminous concrete shall be measured in tons to the nearest one tenth of a ton. The amount paid for will be the actual tons of bituminous concrete placed and compacted.

Item 2. Remove and Dispose of Berm and Sidewalk The unit price for Item 2 shall constitute full compensation for the removal and disposal of all existing bituminous concrete curbing, granite curbing, monolithic curbing, concrete walkway and bituminous concrete walkway in areas as indicated on the description of work, on the plans or as directed by the Superintendent.

Under Item 2, the quantity of bituminous concrete curbing, granite curbing, monolithic curbing, concrete walkway and bituminous concrete walkway shall be measured in linear feet to the nearest ½ foot. The amount paid for will be the actual linear feet of bituminous concrete curbing, granite curbing, monolithic curbing, concrete walkway removed and disposed.

Item 3. Class I Bituminous Concrete Curbing Type 2. The unit price for Item 3 shall constitute full compensation for furnishing and placing approved bituminous concrete curbing in areas as indicated on the description of work and/or the plans, or as directed by the Superintendent. This Unit price should also include backfilling of curb with loam and seed.

Under Item 3, the quantity of bituminous concrete curbing shall be measured in linear feet to the nearest ½ foot. The amount paid for will be the actual linear feet of bituminous concrete curbing furnished and placed.

Item 4. Sewer and Drain Structures Adjusted. The unit price for Item 4 shall constitute full compensation for raising structure frames and grates to proposed grade and pitch including all materials and labor incidental to this work and not covered in other items. Structures to be raised shall be as directed by the Superintendent. Frames and grates judged to be inadequate by the Superintendent shall be removed and replaced with new frames and grates provided by the Contractor or Owner and compensation shall be the same for this alternative.

Item 5. Water Gate and Curb Boxes Adjusted. The unit price for Item 5 shall constitute full compensation for raising water gate and curb boxes to proposed grade and pitch including all materials and labor incidental to this work and not covered in other items. Boxes to be raised shall be as directed by the Superintendent. Boxes judged to be inadequate by the Superintendent, shall be removed and replaced with new boxes provided by the Owner and compensation shall be the same for this alternative.

Item 6. Pavement and Road Base Reclamation. The reclaimed base course shall be measured in place to the limits specified on the plans, or as directed by the Superintendent. No deduction shall be made for manhole covers, grates, or other surface structures.

The unit price per square yard of reclaimed base course completed in place including scarifying, pulverizing, and mixing of existing pavement, blending with gravel borrow and liquid calcium chloride, spreading, fine grading and compacting blended material. It shall also include cost of labor, tools, equipment, materials (except as noted herein) and all other work necessary to satisfactorily complete the work.

The unit price per square yard shall also include the removal and plating of all water, sewer, drainage, and utility structures below reclamation level. Restoration of structures is paid under Items 4 and 5. Liquid calcium chloride is paid under Item 12. Removal of unsuitable materials is paid under Item 8.

Item 7. Cold Planning Bituminous Concrete. The unit price for Item 7 shall constitute full compensation for cold planning bituminous concrete in areas indicated on the paving list and disposal of bituminous concrete waste material to the Town storage area located at the end of Hillside Terrace, Athol, MA.

Under Item 7, the quantity of bituminous concrete cold planed shall be measured in square yards of bituminous concrete planed and disposed. The amount paid for will be the actual square yards cold planed.

Item 8. Earth Excavation (Unsuitable or Excess Material). Under Item 8, the quantity of earth excavation to be considered for payment shall be the number of cubic yards of unsuitable materials excavated and disposed measured to the depths and lengths ordered by the Superintendent.

Item 9. Gravel Borrow. The unit price for Item 9 shall constitute full compensation for the furnishing, placing, grading, and compacting of gravel borrow as directed and as specified.

Under Item 9, the quantity of gravel borrow shall be measured in cubic yards, placed, and compacted. The amount of gravel borrow paid for will equal the actual amount of gravel borrow placed and compacted.

Item 10. Remodel Sewer & Drain Structures. The unit price for Item 10 shall constitute full compensation for rebuilding defective sewer and drain structures as directed.

Under Item 10, the quantity of structures remodeled shall be measured per vertical foot completed. The amount paid for per vertical foot shall include removal and disposal of defective structure materials, providing, bricks, barrel blocks, concrete, gravel, resetting frame and grate, and all other labor, materials and equipment necessary for completing the structure.

Item 11. Tack Coat. The unit price for Item 11 shall constitute full compensation for furnishing and placing tack coat as directed by the Superintendent.

Under Item 11, the quantity of tack coat placed shall be measured in gallons. The amount paid for will be the actual gallons applied.

Item 12. Liquid Calcium Chloride. The unit price for Item 12 shall constitute full compensation for furnishing and placing liquid calcium chloride as directed by the Superintendent.

Under Item 12, the quantity of liquid calcium chloride placed shall be measured in gallons. The amount paid for will be the actual gallons applied.

Item 13. Bituminous Concrete Driveway Aprons. The unit price for Item 13 shall constitute full compensation for constructing bituminous concrete driveway aprons to include sweeping if necessary, furnishing, placing and compacting approved bituminous concrete as indicated on the plans or as directed by the Superintendent.

If milling of the driveway apron is necessary prior to paving, it shall be paid for separately under Item 7.

Under Item 13, the quantity of bituminous concrete driveway aprons constructed shall be measured in tons to the nearest one tenth of a ton. The amount paid for will be the actual tons of bituminous concrete placed and compacted.

Item 14. HMA Miscellaneous Hand Work. The unit price for Item 14 shall constitute full compensation for furnishing and placing hot mix asphalt (HMA) by hand.

Under Item 14, the quantity of HMA placed by hand shall be measured in tons. The amount paid for will be the actual tons applied by hand.

APPENDIX A

DAVIS-BACON & MASSACHUSETTS PREVAILING WAGE RATES

APPENDIX B

PAVING LIST

Athol Summer Paving 2023

Appendix “B”

- Spring St from Main to Barrett, Mill and pave 1.5” asphalt
- Island St from Main to Marble, Mill and pave 1.5” asphalt
- Exchange St from Main to South, Mill and pave 1.5” asphalt
- Hapgood St from Chestnut to Tunnel, Reclaim and pave 4” asphalt (2.5” base and 1.5” top), remove and replace various walks and replace with 2” asphalt, remove various curb and replace with asphalt berm
- Chestnut St from Common to Hopgood, Reclaim and pave 4” asphalt (2.5” base and 1.5” top), remove and replace various walks and replace with 2” asphalt, remove various curb and replace with asphalt berm
- Partridgeville Rd from Rt 202 to Town of Orange line, 1.5” asphalt overlay

APPENDIX C

SUPPLEMENTAL CDBG DOCUMENTS FOR CONTRACT

Document List

- Notice to Proceed & Preconstruction Conference
- Contract Conditions
- Exhibit A: State EO 481 Form
- Exhibit B: Certificate of Insurance
- Exhibit C: Certification of Drug-Free Workplace
- Exhibit D: Registration of a Foreign Corporation
- Exhibit E: Debarment Statement
- Exhibit F: Federal Labor Standards Provisions
- Exhibit G: Attachment to Federal Labor Standards Provisions
- Exhibit H: Section 3 Compliance Plan

2. Notice to Award and Notice to Proceed & Preconstruction Conference

A written **Notice to Proceed** shall be issued to the Contractor after receipt of the following: acceptance of the Notice of Award and the completed contract documents. These items must be completed within ten (10) days of the receipt of a Notice of Award from the Owner.

No work shall be performed by the Contractor until he has received the Notice to Proceed.

Prior to the start of construction, the Contractor, all subcontractors, the project manager, and the owner shall attend a preconstruction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed.

CONTRACT CONDITIONS

3. Funding Source

The project to be constructed and pursuant to this Contract will be financed with assistance from the (Massachusetts Community Development Block Grant Program) and the Department of Housing and Community Development's (DHCD) and is subject to all applicable Federal, State, and local regulations.

4. Contract Plans and Specifications

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

5. Additional Instructions and Detail Drawings

The Contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the

6. Materials, Services and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

7. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and

supplies used by him in the work, free from all liens, claims or encumbrances.

8. Title to Work

The title to all work completed and in the course of construction and of all material on account of which any payment has been made shall be in the Owner.

9. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

10. Express Warranty

The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Contractor also guarantees that all work will be done in a workmanlike manner, free from defects, and in conformance with any specifications mentioned in this contract.

11. Maintenance and Guarantee

The Contractor hereby guarantees that the entire work constructed by him under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees to make at his/her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with the respect to any provisions of the specifications. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the owner for the cost thereof.

12. Or "Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the DPW Director of equal substance and function. It shall not be purchased or installed by the Contractor without the DPW Director' written approval.

13. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract as part of their cost, and shall comply with the provisions of HUD 2 CFR Parts 200 and Massachusetts General Laws with

respect to bonding or other insurance requirements.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

14. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the DPW Director as given from time to time during the progress of the work. (S)he shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Owner.

15. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the DPW Director shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the DPW Director, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

16. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Towns, in a diligent manner.

He shall notify the DPW Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the DPW Director for approval.

Where the Contractor has not taken action but has notified the DPW Director of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the DPW Director.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 21 below.

17. Inspection

The authorized representatives and agents of the Owner, the Executive Office of Communities and Development, the Commonwealth, the grantee, and the Department of Housing and Urban

Development shall be permitted to inspect all work,

18. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. The Contractor must retain all records for a period of (7) seven years from completion of the work.

19. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the DPW Director and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

20. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor, including foremen.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Insurance.
 - (6) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

21. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

22. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the DPW Director who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the DPW Director, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the DPW Director shall be equitable.

23. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the DPW Director of such conditions before they are disturbed. The DPW Director will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 21 of the General Conditions.

24. Right of Owner to Terminate Contract

The Owner may terminate this Contract by providing the Contractor and the Surety with 10 days written notice specifying the reasons for termination as outlined below:

- (a) Violation of any of the provisions of this Contract by the Contractor or any of his/her subcontractors.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including compliance with applicable federal, state or local laws or regulations, and such procedures or guidelines as may be established for the Massachusetts Community Development Block Grant by DHCD;
- (d) Cancellation, revocation, suspension or termination by HUD of the grant agreements to the Commonwealth under which the Owner's Community Development Block Grant Agreement is made, or the portion thereof funding this contract.

In the event of any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of telegram, mailgram, hand-carried letter, or other appropriate written means.

25. Payments to Contractor

The OWNER may retain a portion of the amount otherwise due the Contractor except the amount the OWNER retains shall be limited to the following:

- (a) Withholding of not more than 5 percent of the payment claimed until work is substantially

complete.

(b) When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 1 percent (1%) or to only that amount necessary to assure completion.

(c) The OWNER may reinstate up to 5 percent (5%) withholding if the OWNER determines, at its discretion that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

(d) The OWNER may accept securities negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the CONTRACTOR instead of all or part of the cash retainage.

(e) **NON PAYMENT PROVISION:** The OWNER will not make a payment to the Contractor if they have determined that the Contractor has not provided them with current certified payrolls on the Massachusetts Form, it has been determined that an employee is not being paid the correct wage rate for this project, or the Contractor has failed to provide the weekly State Compliance Statement(s). And further that the Contractor and/or subcontractors shall submit certified payrolls marked "No Work this Week" for each of the weeks where no work was performed. The CONTRACTOR shall provide the OWNER all the necessary employee certifications and pay the correct prevailing wage rates.

- (a) Not later than the tenth day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract. The Contractor shall submit his estimate not later than the first day of the month; provided further, that on completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) Payment for this project is directly tied to the funding schedule of the funding sources. Not later than the tenth day of receipt of payment from the funding sources (or other fixed date to be mutually established prior to commencing work) the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain five (5%) of the amount of each estimate upon final completion and acceptance of all work covered by this Contract; provided that the Contractor shall submit his estimate not later than the first day of the month; provided, further that on completion and acceptance of each separate building, public work or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (d) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (e) Contractor is to provide a detailed Schedule of Values that is directly tied to available funds from each funding source. Town Administrator and Grant Administrator can assist in organizing and approving this document. This document must be submitted for approval no later than ten (10) days after receipt of Notice to Proceed.

26. Indemnification.

The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner's officers, agents, the Town and its agents, and all project employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, the Contractor shall exonerate, indemnify and hold harmless the Owner with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

27. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the performance and payment bond.

28. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence, work on this subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Workmen's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this contract Workmen's (worker's) Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of the project under this contract and, in case of any such work, sublet, the Contractor shall require the subcontractor similarly to provide Workmen's (worker's) Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's (worker's) Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his/her employees as are not otherwise protected.

(b) Scope of Insurance and Special Hazards

The insurance required hereunder shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated elsewhere in this document.

(c) Proof of Carriage of Insurance

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: 'The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner'.

(d) Owners Protective Liability Insurance

The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owners Protective Liability Insurance in amounts as specified in letters "e" and "f" below, for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

(e) Public Liability and Property Damage

The Contractor shall secure and maintain during the life of the Contract such insurance policies as will protect himself, his Subcontractors and the Owner from claims for bodily injuries, death or property damage which may arise from operations under the Contract whether such operations be by himself or any Subcontractor or anyone employed by them directly or indirectly.

A. For insurance purposes, the site of work and/or the project site includes not only the limited physical work areas involved but also certain other areas of operations set up for utility, sanitary, electrical, water, pollution control, disposal and cleaning purposes; to furnish materials for the work including storage and stock pile areas and all routes between and among them.

B. Contractor and Subcontractor(s) shall provide a comprehensive general liability policy with a combined single limit provision for bodily injury and/or property damage of a minimum of \$1,000,000 written on an occurrence basis. Include XCU coverage (explosion, collapse, underground) and fire protection for property under their care, custody and control.

- C. Comprehensive Automobile Liability and Property Damage Insurance. The Contractor shall provide comprehensive automobile liability insurance with a single limit provision, written on an occurrence basis, covering all owned vehicles, hired vehicles, or non-owned vehicles for all personal and property damages arising out of bodily injuries, death or destruction of property and subject to minimum limits below.
- D. The Town shall be named as an additional insured on all policies of liability insurance.

The minimum limits of liability* of such insurance shall be as follows:

General (Comprehensive) Liability

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows: \$ 500,

Limits of Liability*	\$1,000,000 each occurrence
	\$2,000,000 aggregate

* or \$1,000,000 single limit combined Bodily Injury and Property Damage.

Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$500,000 each person
	\$1,000,000 each accident

Property Damage	\$1,000,000 each accident
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* or \$500,000 single limit combined Bodily Injury and Property Damage.

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage insurance and Vehicle Liability Insurance of the type and in the amounts specified for herein or (2) insure the activities of its subcontractors in its policy.

29. Flood Disaster Protection

The owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposes under section 102 (a) of the Flood Disaster protection Act of 1973. This

obligation is binding notwithstanding the fact that construction on the land which is the subject of this contract is not itself funded out of assistance provided under the Housing and Community Development Act of 1974, as amended.

30. Assignments

The Contractor shall not assign or subcontract the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

31. DPW Director Authority

The DPW Director or their agents shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. They shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. Their estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the DPW Director shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The DPW Director shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

32. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

33. Subcontract

The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

34. Interest of Member of or Delegate to Congress

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

35. Other Prohibited Interests

No official of the Owner, project team, or the Town who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or

approving any architectural, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, Architect or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

36. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

37. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds - both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for seven years after final Mass. CDBG audit.

38. Age Discrimination Act of 1976 (for contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance.

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 USC. 6101 et seq.). The Age Discrimination in Employment Act prohibits arbitrary age discrimination in employment.

39. Non-Discrimination

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 1246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 478, and Massachusetts CDBG regulations, procedures or guidelines as contained in the CDBG Manual; Title 11 of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and MASS CDBG guidelines, procedures, or regulations including the CDBG Manual.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information,

ancestry, status as a veteran or any other basis prohibited by law. The Contractor shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, veteran's status, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in this paragraph in all contracts for work to be performed in accordance with this Contract and will require all of its subcontractors to incorporate such requirements in all subcontracts for program work.

Contract subject to Federal Executive Order 111246 as amended, shall be subject to HUD Equal Employment Opportunity regulation at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Contractor shall send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract or understanding, a notice advertising the said labor union or worker's representatives of the Contractor's commitment under this subsection and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of noncompliance by the Contractor with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract or federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations, or orders of the Secretary of Labor, as otherwise provided by law.

The Contractor shall include the provisions set forth herein in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such actions with respect to any subcontract or purchase order as HUD or MASS CDBG may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

40. Termination of Contract

The Owner may suspend or terminate this Contract by providing the recipient with ten-(10) day's

written notice for reasons outlined as follows:

1. Failure of the Grantee, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including compliance with applicable federal, state or local laws or regulations, and such procedures or guidelines as may be established for the Massachusetts Community Development Block Grant;
2. Cancellation, revision, suspension or termination by HUD of the grant agreements to the Commonwealth under which the Owner's Community Development Block Grant Agreement is made, or the portion thereof funding this contract.

41. Non Federal Labor-Standards Provisions

The Massachusetts Labor-Standards Provisions, including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws. The inclusion of such provisions shall not be construed to relieve the Contractor or any Subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. If the minimum rates of pay set forth below are higher than the minimum rates of pay required by or set forth in the Federal Labor Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall, for the purposes of this Contract, be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Massachusetts Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

42. Schedule of Salaries and Wages

The minimum wage rates and health and welfare fund contributions applicable to this Contract as determined by the HUD/Davis Bacon Wage rates and the Massachusetts Wage Rates for the project, whichever is higher, and contained in the bid documents and other regulations and shall be paid under this contract and reported as required. In the case of federal wage rates the hourly wage shall consist of the hourly rate plus the amount identified for benefits. It shall be the responsibility of the Contractor to comply with the appropriate and current wage rate for this project.

43. Labor Provisions

- a. In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are male veterans as defined in clause forty-third of M.G.L. c. 4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with M.G.L. c. 149, s.26.
- b. The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry.
- c. In accordance with M.G.L. c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the

furnishing of other benefits under M. G. L. c. 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the terms of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of G.L. c. 149, s. 34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

- d. The Contractor shall pay to any reserve police officer employed by him the prevailing rate of wage paid to regular police officers, as required by M.G.L. c. 149, s. 34B.
- e. The Contractor shall provide the Owner with copies of each current permanent OSHA card or temporary OSHA certificate for each employee working on this project with the initial payment request; along with each journeyman's certificate for each employee claiming this work category.

44. Environmental Requirements

The Contractor shall comply, where applicable, with: federal Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349), as amended; the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c); the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A-117.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Protection of Wetlands Laws.

45. Responsibility to the Public Wage Rates

A. Laws to be Observed

The Contractor shall keep him/herself fully informed of all existing and future State and National laws and Municipal ordinances and regulations in any manner affecting those engaged or employed in the work or the materials used or employed in the work, or in any way affecting the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Contract, all of which provisions are hereby incorporated by reference and made a part thereof. If any discrepancy or inconsistency is discovered in the plans, drawings or specifications or Contract for this work in relation to any such law, ordinance, regulation, order

or decree, he shall forthwith report the same to the Department in writing. S/He shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.

B. Anti-Boycott Covenant (Executive Order # 130)

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 9999 (b), (3) and (4) of the Internal Revenue Code of 1954, as amended. If there shall be a breach in the warranty, representation and agreement contained in this paragraph then without limiting such other rights as it may have the Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the Ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

46. Environmental Requirements

The Contractor shall comply where applicable, with Federal Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d); the Safe Water Drinking Act of 1974 (42 U.S.C. 300f et seq., and 21 USC 349), as amended, the Endangered Species Act of 1973 (16 USC 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c); the Clean Air Act (42 U. S. C. 7401 et seq.), as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A- 11 7.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. HUD lead protocols and hazardous materials laws particularly those regarding residential rehabilitation. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, Protection of Wetlands Laws, and HUD Lead Abatement contained in 24 CFR Sec. 35.

47. Historic Preservation

The Contractor shall, in the performance of environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S.C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

48. Compliance with Air and Water Acts (for contracts exceeding \$100,000)

In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the

performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

49. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

A. Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

B. The construction or rehabilitation of residential structures is subject to the HUD-Lead Based Paint regulations, 24 CFR Part 35, and the parts relating to the rehabilitation of federally funded projects. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(5) thereof, and requirements of M.G. L. Ch. 111, Sec. 190-191, and the regulations for Lead Poisoning.

50. Compliance with the Massachusetts Community Development Block Grant Program Contract (Grant Agreement)

Unless modified or changed by any special terms or conditions set forth in the Grant Contracts, all activities authorized by this Contract shall be subject to and performed in accordance with Appendix A (The Town's Grant Agreement), including approval by DHCD of any Special Conditions and completion of the Environmental Review and all other provisions of said Grant Contract, and all applicable federal, state, and local laws and regulations, including but not limited to those cited within the said Agreement, and any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time, and any procedures and guidelines as may be established by MASS CDBG for the Massachusetts Community Development Block Grant Program.

51. Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed on this project. Further, the Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.

52. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

53. GOVERNING LAW

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

54. DISPUTE RESOLUTION

All disputes arising under this Agreement shall be resolved through Arbitration subject to the following:

- a. In the event the CONTRACTOR intends to bring a claim under this Agreement, the CONTRACTOR shall notify the TOWN in writing of its intent to Arbitrate. The TOWN may, within 30 days from receipt of such notice, give notice to the Consultant that it rejects arbitration. In the event the TOWN rejects arbitration, and the CONTRACTOR intends to pursue its claim, the CONTRACTOR shall bring suit in the Trial Court for Worcester County, Massachusetts.
- b. In the event the TOWN intends to bring a claim under this Agreement, the TOWN may elect to either arbitrate the claim or bring its claim directly in the Trial Court for Worcester County, Massachusetts.
- c. Unless otherwise agreed in writing by the parties, arbitration shall be governed by the rules of the American Arbitration Association.”

55. Statement - Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Contract may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

56. Statement - Lobbying Prohibited

None of the funds provided under this Contract shall be used for publicity purposes designed to support or defeat legislation pending before the Congress.

57. Identification

All advertisements, notifications, publications, signs, brochures, and other promotional or informational material shall identify the project as being funded by the Town and a Small Cities grant from the Massachusetts Department of Housing and Community Development.

58. Grant Close-out Procedures

The Owner reserves the right to issue procedures to close out the Grant Project, the observance of which would be mandatory. This contract shall remain in full force and effect until DHCD closes out the project in writing to the Owner.

59. Availability of Funds

The compensation provided by this agreement is subject to the continued availability of federal funds for the Massachusetts Small Cities Program (MASS CDBG), and to the continued eligibility of the Commonwealth and the Owner to receive such funds.

60. Confidentiality

The Contractor will protect the privacy of, and respect the confidentiality of information provided by,

program participants, consistent with applicable federal and state regulations, including M.G.L. c.66, section 10, regarding access to public records.

61. Fair Housing

In addition to the Federal laws and regulations, particularly those under Title VII of 1988 as revised; Section 109 of the Housing and Community Development Act of 1974, as amended, and actions taken by the owner and contractor to further fair housing under Section 104(b) of the Housing and Community Development Act of 1974 , as set forth herein with respect to ensuring fair housing opportunities, the contractor shall adhere to the provisions of State Executive Orders 215 and 227. EEO11063 as amended by 12259.

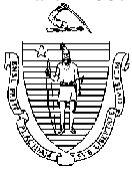
62. Conflict Of Interest

Each party shall adhere to the provisions of the Massachusetts and the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq. with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

63. Copyright

No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of the Massachusetts Community Development Block Grant.

Exhibit A:

<p align="center">COMMONWEALTH OF MASSACHUSETTS EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS</p> <p>CONTRACTOR LEGAL NAME: CONTRACTOR VENDOR/CUSTOMER CODE:</p>	<p align="center">Issued March 2007</p> 
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INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that Contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____	Date: _____
Contractor Authorizing Signature	

Print Name	
Title: _____	Telephone: _____
Fax: _____	Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that is filed with the contracting Department.

Exhibit B:

CERTIFICATE OF INSURANCE

Exhibit C:

Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement and;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Contractor: _____

Signature: _____

Date _____

Exhibit D:

REGISTRATION OF FOREIGN CORPORATION

The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.

Contractor:_____

By:_____

Signature of authorized representative	Title	Date
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Exhibit E:

DEBARMENT STATEMENT

(To be used for any public construction project)

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties 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 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated there under; and further is not listed on the HUD Debarred Contractors or Subcontractors list.

Date: _____

Authorized Official's Signature

Typed or Printed Name of Person Signing Title

Company or Corporation

Exhibit F:

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Office of Labor Relations

form HUD-401 0 (07/2003)

Previous edition is obsolete Page 4 of 34ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20220. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30- day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 121 5-01 40.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or

subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 121 5-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination and debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes

shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.1 2(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.1 2(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub- contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- 1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit G:

Attachment to Federal Labor Standards Provisions

So-Called “Antikickback Act” and Regulations Promulgated Pursuant Thereto by the Secretary of Labor. United States Department of Labor- Title 18, U.S.C., Section 874 (HUD-4010-1, 2-76) (Replaces section I of the Act of June 13, 1934 (48 Stat. 948.40 U.S.C., section 276B) pursuant to the Act of June 25, 1948, 62 Stat. 862).

Kickbacks from Public Works Employees

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Section 2 of the Act of June 13, 1934, as amended (48 Stat, 948, 62 Stat. 862, 63 Stat I 08, 72 Stat. 967, 40 U.S.C., section 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term “this part,” as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

Title 29- Labor, Subtitle A- Office of the Secretary of Labor, Part 3 Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by loans or grants from the United States

Section 3.1 - Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No.14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions - from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2- Definitions.

As used in the regulations in this part:

- (a) The terms “building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or*not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a “building” or “work” within the meaning of the regulations in this part.
- (b) The terms “construction,” “prosecution,” “completion,” or “repair” mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms “public building” or “public work” include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term “building or work financed in whole or in part by loans or grants from the United States” includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is “employed” and receiving wages,” regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term “any affiliated person” includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer -or agent of such corporation.
- (g) The term “Federal agency” means- the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 - Weekly statement with respect to payment of wages.

- (a) As used in this section, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the secretary of Labor may specify.

(29 CFR- 9S, Jan. 4, 1964, as amended at 33 CFR 101 86, July 17, 1968)

Section 3.4. - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to the owner, representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to the owner contracting for or financing the building or work, After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5- Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, Or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (U) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction Voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including finds or special assessments: Provided, however., That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 431 of this title. When such a deduction is made the additional records required under section S16.27(a) of this title shall be kept.

Section 3.6- Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining

of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under section 3.6 are prohibited.

Section 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable.

Special Equal Opportunity Provisions:

- A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,00 and under)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11 246 of September 24, 1965, and of the rules, regulations and relevant order of, the Secretary of Labor.
- e) The Contractor Will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and Will permit access to his books, records and accounts by the

Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.

- (f) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions Will be binding upon each Subcontractor or vendor. The Contractor will take such action with. respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States-

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000)

- a) The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
0%	0%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4-3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this

solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c) As used in this notice, and in the contract resulting from the solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)

- a. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted.
- (2) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
- (3) "Employer identification number" means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the black African racial groups not of Hispanic origin),
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (5) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- (6) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a "HomeOwner Plan" approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such HomeOwner Plan.

Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the plan goals and timetables.

- (7) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers- The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (8) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (9) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (10) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has nor referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractors efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor- The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review,, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject mailer discussed and disposition of the subject mailer.
- (h) Disseminate the Contractors EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractors recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the

Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (11) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, - makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor- The obligation shall not be a defense for the Contractor's non-compliance.
- (12) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women - generally, the

Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- (13) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- (14) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (15) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (16) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (17) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- (18) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

D. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
(from Federal Register 6/30/94)

The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply HUD's regulations in 24 CFR 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for employment or training positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date that the work shall begin.

The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take the appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor will certify that any vacant employment positions, including training positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.

Non compliance with HUD regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian Housing Assistance, section 7(b) of the Indian Self Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires, that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (U) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor will include the paragraphs of this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of 9/25/65, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Owner, HUD, and MASS. CDBG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation, with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The paragraphs of this clause shall be included in any subcontracts for construction, demolition or landscaping over \$100,000. If this is a construction, demolition, or landscaping contract for \$50,000 or more, and the contractor has over 50 employees, the contractor shall develop a written Affirmative Action Program. The program shall provide detailed steps to guarantee equal employment opportunity for minority groups and shall include a table of job classifications.

G. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for Which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply With the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance With the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract

or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Section 402 Veterans of the Vietnam Era (if \$1 0,000 or over) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(Updated clause from 1/5195 Federal Register Pages 1985-1987 as follows; first paragraph of number 2 and number 8 a-c)

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made *at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment-
4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service- Such reports shall indicate for each hiring location
 - (1) the number of individuals hired during the reporting period,
 - (2) the number of nondisabled veterans of the Vietnam era hired,
 - (3) the number of disabled veterans of the Vietnam era hired, and
 - (4) the total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1987. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available,

upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.
7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from Within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause:
 - a. "All employment openings" includes all positions except executive and top management; those positions will be filled from within the contractor's organization or positions lasting three days or less. This term includes full time employment, temporary employment of more than three days' duration, and part time employment.
 - b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled...
 - c. "Positions that will be filled from within the contractor's own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside his or her own organization.
 - d. "Openings which the Contractor proposes to fill pursuant to a customary- and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Exhibit H:

SECTION 3 RESIDENTS AND SECTION 3 BUSINESSES
COMPLIANCE PLAN
For the

Roadway Reclaiming, Resurfacing & Related Work, Contract DPW 2023-21

By

CONTRACTORS or SUBCONTRACTOR'S Information

_____, the “General Contractor,” views the policy requirements of the Department of Housing and Urban Development (HUD) set forth in Section 3 of the Housing and Urban Development Act of 1968 as amended, as requirement, which will be met as outlined in this plan.

1. Policy

Section 3 states that each grantee, sub-grantee, contractor or sub-contractor undertaking work funded in whole or in part with Community Development Block Grant program funds shall ensure to the greatest extent feasible that:

- a. Opportunities for training and employment be given to lower income residents of the project area; and,
- b. Contracts for work to be performed are awarded to business concerns located within the project area owned in substantial part by project area residents.

2. Definitions

- a. The Section 3 project area means the Western Worcester County, MA HUD Metro FMR area.
- b. A Section 3 “low income” person means any person(s) residing in the project area that have a gross household income of less than:

Household Size	1 Persons	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Maximum Income Per Household (Low Income Limit)	\$57,900	\$66,200	\$74,450	\$82,700	\$89,350	\$95,950	\$102,550	\$109,200

- c. An eligible Section 3 business means any business that is 51% or more owned by an income eligible project area resident, or whose permanent full-time workforce includes no less than 30% project area residents, or that sub- contract in excess of 25% of the total amount of sub-contracts to project area businesses.

3. Preliminary State of Workforce Needs

The contractor does not anticipate additional hiring or the enrollment of trainees or apprentices as a result of work to be performed under this contract. Therefore, no goal has been established for the employment or training of lower income project area residents. The overall goal of Section 3 compliance for the community is 9% of the CDBG dollar contribution or \$16,000, whichever is less. In the event that employment of regular, permanent employees or enrollment of trainees or apprentices becomes necessary, the Contractor pledges that it will make a good faith effort to utilize eligible Section 3 residents or firms.

4. Affirmative Action Plan for Utilization of Section 3 Businesses

The contractor pledges that it will make a good faith effort to the greatest extent feasible to utilize Section 3 businesses and subcontractors under this contract.

This good faith effort will include:

- a. The direct notification of eligible Section 3 businesses that a contract will be awarded and the provision of the information necessary to allow them maximum feasible opportunity to develop and submit responsive bids;
- b. The inclusion in bid specifications of the Section 3 project area definition and income limits for qualification as a lower income person;
- c. Requiring the bidders to submit their own Section 3 plans. Failure to submit a Section 3 plan would result in rejection of the bidder as not being responsive.
- d. Notification and documentation to the CDBG grant administrator that the following steps are taken for any job opportunities. Notification is made to the attached mailing list.

The contractor further agrees whenever possible to purchase materials necessary for performance of the work under this contract from eligible Section 3 businesses.

5. Record Keeping and Reporting

The contractor agrees to maintain data on employment, contracting, and purchase of materials in sufficient detail as to allow accurate preparation of Section 3 compliance reports.

The contractor agrees to submit to the grantee each month Section 3 compliance reports (attached) for employment of lower income residents and for utilization of businesses.

Assurance of Compliance (Section 3, HUD Act of 1968) TRAINING, EMPLOYMENT
AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME
PERSONS

- A. The work to be done under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 2, shall, to the greatest extent feasible, be directed to low income persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job title subject to hire, availability of apprenticeships and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract for compliance with regulations in 24 CFR part 75, after the contractor is selected but before the contract is executed, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled with persons other than those to whom the regulations of 24 CFR part 75 require employment

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

- F. Non compliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Executed by:

Name: _____

Title: _____

Company: XXX, Inc.
Address: XXX Street
XXX, State XXXXX

Signature _____

Date _____

Section 3 Resident & Section 3
Business Requisition
Payment Report

Project Name: _____ Payment Requisition #: _____

	(A)	(B)	(C)	(D)	(E)	(F)
	Subcontractor, business or resident name *	Minority Owned Firm or Individual	Women Owned Business	Section 3 Firm or Individual	Total Contract Value	% Completed w/This Requisition
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Instruction:

1. List all contractors and subcontractors in Column A
2. Mark with an X the column that applies (B, C, and/or D)
3. Identify the total value of their contract or subcontract
4. Identify the % of their work that is completed with this payment request

By:

XXX, Inc.

Contractor (name & title)

Date

*Please provide a complete list of all contracts awarded to Sec. 3 subs/residents to date.

**Please DO NOT subtract retainage from number

Section 3 List of Notifications

The following agencies or individuals must be contacted prior to commencing the project or when jobs are created during this project. The firm must document any contacts.

MRPC, Director Glenn Eaton
464 Abbott Avenue
Leominster, MA 01453

Town of Athol
Town Manager
584 Main Street
Athol, MA 01331

Disability Committee
Deb Karan, Acting Director
144 Wendell Street
Athol, MA 01331

St. Francis of Assisi
103 Main Street
Athol, MA 01331

Athol Housing Authority
Cathy Savoy, Chair
21 Morton Meadows
Athol, MA 01331

North Quabbin Coalition
Heather Bialecki-Canning
251 Exchange Street
Athol, MA 01331

Town of Athol
Veteran Agent
584 Main Street
Athol, MA 01331

Athol Congregational Church
1225 Chestnut Street
Athol, MA 01331

St. Johns Episcopal Church
15 Park Avenue
Athol, MA 01331

Town of Athol-Cathy Savoy,
Exec. Director of Council on Aging
584 Main Street
Athol, MA 01331

Nancy Burnham-Town Clerk
Town of Athol
584 Main Street
Athol, MA 01331

Starrett Memorial Methodist Church
40 Island Street
Athol, MA 01331

Athol Housing Authority
21 Morton Meadows
Athol, MA 01331

Our Lady Immaculate Church
192 School Street
Athol, MA 01331

ADDENDUM #1 05/31/2023

Additions to advertisement below in bold (2 pages)

ADVERTISEMENT FOR BIDDERS

DEPARTMENT OF PUBLIC WORKS

584 Main Street, Room #24

Athol, MA 01331

Sealed Proposals addressed to the Department of Public Works 584 Main Street, Room 24, Athol, Massachusetts and endorsed "Proposal for Contract DPW 2023-1, Roadway Reclaiming, Resurfacing & Related Work, Various Locations" will be accepted by the Department of Public Works in the Town Hall of Athol located at 584 Main Street, Room 24, Athol, MA 01331. Bids will be accepted until 10:00 a.m. on June 15, 2023, at which time said bids will be publicly opened and read aloud in the DPW Superintendent's office.

Work consists of reclaiming approximately 15,900 S.Y. of roadway and walkway, milling approximately 12,035 S.Y. of roadway, placement of approximately 5,120 Tons of hot mix asphalt, and related work to include structure adjusting and installation of asphalt berm and asphalt sidewalk **FOR A TOTAL ENGINEERS BID ESTIMATE OF \$467,892.75**. All work to be completed by 10/01/2023.

Bid Security from the Contractor in the form of cash, certified check, treasurer's check, or cashier's check, drawn upon a responsible bank in the Commonwealth of Massachusetts, or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Athol, Massachusetts and shall be enclosed with the bid.

Plans, specifications, and proposal forms will be emailed upon request by contacting dcooley@townofathol.org. To get on the Bidder's List, proposers should contact the DPW at dcooley@townofathol.org or by calling 978-721-8448.

Minimum Wage Rates, as determined by the Commissioner of the Department of Labor and Industries, under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 and 27G, as amended, apply to this project.

The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

A Performance Bond and a Labor and Materials Bond in the full amount of the contract, will be required of the successful bidder.

The Town of Athol reserves the right to waive any informality in and to reject any or all proposals or to accept the proposals deemed most satisfactory to the Town, if it be in the public interest to do so.

Contractor Pre-Qualification **DETERMINED BY MASSDOT CLASS OF WORK FOR PAVEMENT SURFICING.**

The Contract/Bid/Proposal awarding authority is:
Town of Athol
Department of Public Works Athol, Massachusetts