

Bid Documents
Bid # 2025-46W

WISTARIAHURST RETAINING WALL REHABILITATION (REBID)

CITY OF HOLYOKE, MASSACHUSETTS
Joshua A. Garcia, Mayor

Department of Public Works

July 9, 2025

TABLE OF CONTENTS

PROCUREMENT REQUIREMENTS

- Invitation to Bid
- Instruction to Bidders
- Items to be Returned with Bid Checklist
- Bid Proposal
- Bid Bond
- Corporate Affidavit Form
- Wage Certification Form
- Tax Certification Form
- Certificate of Non-Collusion Form
- Labor Harmony and OSHA Training
- OSHA Training Certification Form
- Debarment Disclosure Form
- Affirmative Action & Equal Opportunity Report

CONTRACT DOCUMENTS

- Owner-Contractor Agreement (DRAFT)
- General Conditions of the Contract
- Performance Bond
- Sample Insurance Certificate

MA PREVAILING WAGES

- Statement of Compliance
- Wage Rates

FEDERAL WAGE RATES

- Wage Rates

TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

SECTION	DESCRIPTION
---------	-------------

Division 1- General Requirements

01000	Summary of Work
01019	Contract Considerations
01025	Measurement and Payment
01070	Abbreviations, Symbols, and Definitions
01200	Project Meetings
01310	Construction Schedules
01340	Submittals
01400	Quality Control- Assurance
01500	Temporary Construction Facilities
01510	Temporary Utilities
01560	Temporary Controls
01600	Material and Equipment

01700	Contract Closeout
01720	Project Record Documents

Division 2- Special Provisions

00200	Special Provisions
-------	--------------------

APPENDICES

Appendix A – Schematic Plans

Appendix B – Test Pit Log

Appendix C – Geotechnical Memorandum

Bid # 2025-46W
July 2025

**WISTARIAHURST RETAINING
WALL REHABILITATION (REBID)**

**PROCUREMENT
REQUIREMENTS**

2025-46W
July 2025

INVITATION TO BID

Wistariahurst Retaining Wall Rehabilitation
Contract # 2025-46W

Sealed bids for **Wistariahurst Retaining Wall Rehabilitation (Rebid), Holyoke, MA** will be received on **July 31, 2025** at the City of Holyoke Office of Procurement, 536 Dwight Street, Room 3, Holyoke, Massachusetts 01040, Attn: Jaime Morrow, Chief Procurement Officer **until 2 PM prevailing time**, at which said Bids will be publicly opened and read aloud. All bids shall be submitted within a sealed envelope addressed to the "City of Holyoke Office of Procurement, 536 Dwight Street, Room 3, Holyoke, Massachusetts 01040, Attn: Jaime Morrow, Chief Procurement Officer" and titled "**Wistariahurst Retaining Wall Rehabilitation (Rebid), Contract # 2025-46W**".

The Wistariahurst Retaining Wall Rehabilitation Project consists of the rehabilitation of a section of historically significant masonry retaining wall on Pine Street. The project consists of reconstruction of the existing historical masonry wall, removal and reinstallation of wrought iron fence and coping, earthen excavation to subgrade, construction of a steel-reinforced cement concrete strip footing, installation of perforated pipe subdrain, and restoration of adjacent areas. The project is anticipated to include 442 linear feet of continuous wall rehabilitation from the intersection of Pine Street and Hampshire Street, northward along Pine Street.

All potential bidders should be able to provide references for projects which included mortared and/or dry laid stacked stone wall construction or reconstruction and Bidders must have completed one (1) comparable wall construction or reconstruction project within the last seven (7) years. Reference and contact information must be provided for all projects submitted by the bidder to demonstrate said experience.

A non-mandatory Pre-Bid briefing will occur on **July 17, 2025 at 10:00 AM EST** at the Wistariahurst Museum, 238 Cabot St., Holyoke, MA 01040, by the south end of Pine Street retaining wall.

Bidding procedures shall be in accordance with the provisions of Bidding procedures shall be in accordance with the provisions of M.G.L. Chapter 30, Section 39 M as amended.

Attention is called to the minimum wage rates required to be paid for all labor on this project. Wage rates are established in schedules issued by the Department of Labor and Workforce Development, in accordance with Section 26A - 27D, or Chapter 149 of the M.G.L., as amended, and the U.S. Department of Labor in accordance with the Davis-Bacon and Related Acts. Said schedule(s) are included in the bid package and the contractor will be responsible for paying the higher of the two rates.

Only eligible and responsible sealed bids on this project shall be received by the Awarding Authority from qualified Bidders submitted on forms furnished by the Awarding Authority and clearly identified on the outside of the bid with the name and address of the bidder, and the name and Bid Number of the project, and submitted to:

City of Holyoke - Purchasing Department
City Hall, Room 15
536 Dwight Street
Holyoke, MA 01040

And received no later than the times set forth below, when they will forthwith be publicly opened and read aloud at this location.

Sealed bids addressed as referenced above will be received until **2:00 PM, on July 31, 2025**.

If you are submitting a bid with a mail service we advise allowing extra time for your documents to arrive and for you to check tracking labels (if applicable). Bids will not be accepted via email and late bids will not be accepted.

2025-46W
July 2025

INVITATION TO BID

If you are dropping off documents in person, please deliver on **July 31, 2025** between 10:30 AM-2:00 PM. Deliveries can be made by entering through the door located off the parking deck of Holyoke City Hall. Do not place bid packages in any of the outside drop boxes.

Please provide 2 copies of your submission. One that includes your price proposal, bid deposit, required City, State & Federal forms and one that includes your price proposal and required City, State & Federal forms.

All bids may be mailed or hand-delivered to the above specified receiving address prior to the time specified above, in accordance with the procedures set forth in the INSTRUCTIONS TO BIDDERS.

The estimated value of this contract, including all bid alternates is \$706,500.00.

The bidder Contractor shall also be MassDOT, Highways Division, Prequalified in either of the following classes of work "HIGHWAY-CONSTRUCTION" or "HIGHWAY-SIDEWALKS AND CURBING". An award will not be made to a Contractor who is not pre-qualified with the MassDOT Highway Division prior to the opening of proposals.

Every Bid shall be accompanied by a bid deposit, in an amount not less than five percent (5%) of the bid amount, in the form of a bid bond; or a certified check; or a treasurer's check; or by cashier's check issued by a responsible bank or trust company, made payable to the City of Holyoke.

Beginning at 10 AM on July 9, 2025, all project documents will be distributed and supplied by the City of Holyoke's in electronic format only. Submit requests for documents to Jaime Morrow, Chief Procurement Officer, at morrowj@holyoke.org between the hours of 8:30 AM and 4:30 PM. Requests shall include firm name and address, contact name and title, email address, and telephone number and fax number.

Any questions need to be submitted in writing via **email to morrowj@holyoke.org by July 22, 2025 @ 2PM.** The answers will be issued via addenda to all bid holders no later than **July 25, 2025.**

Each bidder is advised to visit the locations for the proposed work, become fully acquainted with conditions as they exist, and thoroughly examine the Contract Documents. Failure of any bidder to visit the site and to examine the Contract Documents shall in no way relieve the bidder from any obligation with regard to the bid as submitted. Arrangements for site visitation, during the bidding period, may be made in the manner set forth in the INSTRUCTIONS TO BIDDERS.

The Successful Bidder will be required to provide a performance bond, and a labor and materials payment bond, issued by a company authorized to do business in Massachusetts and satisfactory to the Awarding Authority. The Performance Bond and Payment Bonds shall be in the amount of 100% of the Contract Amount.

The minimum wages to be paid for all labor on the project are established in a schedule issued by the Department of Labor and Workforce Development, in accordance with Section 26A - 27D, or Chapter 149 of the M.G.L., as amended, said schedule being made a part of the Contract. Said schedule is included in the bid package.

It is the responsibility of the Contractor, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract. Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 64H, Section 6 (f).

In case that the work of this Contract is not certified by the Owner to be Complete, as defined in the GENERAL CONDITIONS, within the time established therefore, it shall be agreed and understood that the Owner may deduct from sums otherwise due and payable under the Contract, the amount of Eight Hundred and Fifty Dollars

2025-46W
July 2025

INVITATION TO BID

(\$850.00) for each calendar day after which Completion date, or authorized extension thereof, was required, up to and including the date that Completion of the Contract is certified by the Architect. This provision shall apply, not as a penalty, but as liquidated damages. **The Contract Completion Date for work under this Contract shall be June 30, 2026.**

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 45 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Awarding Authority reserves the right to reject any or all bids, and/ or waive any informality, if it is deemed to be in the public interest so to do.

The City of Holyoke is an affirmative action/equal opportunity employer and encourages participation from certified minority and women-owned businesses.

Jaime Morrow, Chief Procurement Officer
City of Holyoke
536 Dwight Street
Holyoke, Massachusetts 01040

Date: July 9, 2025

2025-46W
July 2025

INSTRUCTION TO BIDDERS

INDEX

1. Receipt and Opening of Bids
2. Preparation of Bid
3. Subcontracts
4. Qualifications of Bidders
5. Bid Security
6. Liquidated Damages for Failure to Enter into Contract
7. Time of Completion and Liquidated Damages
8. Conditions of Work
9. Addenda and Interpretations
10. Security for Faithful Performance
11. Power of Attorney
12. Notice of Special Conditions
13. Laws and Regulations
14. Site Examination
15. Obligation of Bidder
16. Minimum Wage Rates
17. Manufacturer's Experience
18. Equal Products Acceptable
19. Sales Tax Exemption
20. Guarantee
21. Bonding and Insurance
22. Health and Safety Regulations
23. Access to the Project
24. Traffic Police
25. Third Party Work
26. Reduction in Scope of Work
27. Information not Guaranteed

1. Receipt and Opening of Bids:

The City of Holyoke (herein called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Holyoke Office of Procurement, 536 Dwight Street, Room 3, Holyoke, Massachusetts 01040, Attn: Jaime Morrow, Chief Procurement Officer, on the date and the time given in the Invitation to Bid, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City of Holyoke Office of Procurement, 536 Dwight Street, Room 3, Holyoke, Massachusetts 01040, Attn: Jaime Morrow, Chief Procurement Officer, and designated as **"Wistariahurst Retaining Wall Rehabilitation (Rebid), Contract # 2025-46W"**. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within ninety (90) calendar days after the actual date of the opening thereof.

2. Preparation of Bid:

Bidding procedures shall be in accordance with the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 30, Section 39M, inclusive, as amended. Said statutes are hereby made a part of these INSTRUCTIONS TO BIDDERS to the same extent as though herein reproduced in full. In the event of any inconsistency between the provisions of these Contract Documents and any of the cited statutes, anything herein to the contrary notwithstanding, the provisions of said statutes shall govern.

Bids must be made on the form furnished by the City and attached hereto. If any price is omitted, the blank may

2025-46W
July 2025

INSTRUCTION TO BIDDERS

be filled with the highest price proposed by any other bidder for such omitted item or the entire proposal may be rejected. In the event there is a discrepancy between written words and numeric figures, the price indicated by written words will govern. In the event the unit price multiplied by quantity differs from the total cost specified for any given item, the unit cost shall govern.

3. Subcontracts:

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this general contract must be presented in their bid documents and acceptable to the Owner.

4. Qualifications of Bidders:

Bidders shall fully complete the list of projects of a similar nature that is included in the Bid Form and submit it with the Bid Form. By signing the Affidavit, the authorized official is also certifying that all information on the list is accurate and bona fide. The list of projects should demonstrate the bidder's experience on current and past projects and must provide reference contacts. A Bidder who fails to comply with this requirement will not be considered for award of the contract.

Bids shall be evaluated and the bid which represents the best value for the City of Holyoke shall be selected.

5. Bid Security:

Each bid must be accompanied by a bid bond or cash, or a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company, in the amount of not less than five (5) percent of the bid price, payable to the City of Holyoke, Massachusetts. The properly executed bid security shall be placed in a sealed envelope and attached to the outside of the envelope containing the bid at the time of the submission of the bid.

Bid securities will be returned to all except the three lowest Bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids and the remaining checks of the Bidders will be returned promptly after the Owner and the accepted Bidder have executed the contract or if all bids are rejected.

6. Liquidated Damages for Failure to Enter into Contract:

The successful Bidder, upon their failure or refusal to execute and deliver the contract and bonds required within ten calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their bid, provided that the amount of the security which becomes the property of the Owner shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible Bidder.

7. Time of Completion and Liquidated Damages:

Construction work, including final pavement, must be completed by **June 30, 2026** from and including issuance of a Notice to Proceed, and/or receipt of fully executed contract. Liquidated Damages for each calendar day of delay shall be up to \$850.00 per day as stipulated in the Agreement.

8. Conditions of Work:

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

2025-46W
July 2025

INSTRUCTION TO BIDDERS

9. Addenda and Interpretations:

No interpretation of the meaning of the Contract Documents will be given orally to any bidder. Every request for such interpretation shall be made in writing, addressed to Jaime Morrow, Chief Procurement Officer, morrowj@holyoke.org, City of Holyoke, City Hall, 536 Dwight Street, Holyoke MA 01040, and to be given consideration, must be received at the Procurement Office not later than the time listed in the Invitation to Bid. Any and all such interpretations and any supplemental instructions pertaining to Bidders, will be in the form of written addenda to the Contract Documents, which, if issued, will be sent electronically, to all persons on record as having received a complete set of Contract Documents (at the respective addresses furnished for such purposes), or by fax.

Failure of any bidder to receive any such addenda shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. At the time of opening of bids, each bidder will be presumed to have inspected the site, and to have read, and be thoroughly familiar with, the Contract Documents (including all addenda thereto). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

10. Security for Faithful Performance:

Simultaneously with their delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner and shall be in the full amount of the accepted proposal.

11. Power of Attorney:

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

12. Notice of Special Conditions:

Attention is particularly called to those parts of the Contract Documents which deal with the following:

- a. Inspection and Testing of Materials;
- b. Permit Requirements;
- c. Prevailing Wage Rates;
- d. MBE/WBE requirements;
- e. Coordination of the Work;
- f. Health and Safety;
- g. Underground Utilities;
- h. Guarantee; and
- i. Subsurface Conditions.

13. Laws and Regulations:

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

14. Site Examination:

The Bidder has carefully examined the site of the proposed Work and fully informed and satisfied themselves as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant

2025-46W
July 2025

INSTRUCTION TO BIDDERS

upon its execution and the accuracy of all estimated quantities stated in this BID, and has carefully read and examined the Drawings, Specifications, proposed Agreement, and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.

15. Obligation of Bidder:

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

16. Minimum Wage Rates:

Attention is called to the minimum wage rates required to be paid for all labor on this project. Wage rates are established in schedules issued by the Department of Labor and Workforce Development, in accordance with Section 26A - 27D, or Chapter 149 of the M.G.L., as amended, and the U.S. Department of Labor in accordance with the Davis-Bacon and Related Acts. Said schedule(s) are included in the bid package and the contractor will be responsible for paying the higher of the two rates.

Each General Bid must include the Bidder's certification regarding payment of prevailing wage rates.

The Contractor shall submit certified payroll records to the Owner on a weekly basis. Failure to submit records will be cause for the withholding of payment due the Contractor.

17. Manufacturer's Experience:

Wherever it is written that an equipment manufacturer must have a specified period of experience with their product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide an "Efficiency Guarantee Bond" or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

18. Equal Products Acceptable:

Wherever in the Drawings and Specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the Engineer may be substituted by the Bidder or Contractor. It shall be the Contractor's responsibility to coordinate all submittals to eliminate any conflicts which might arise due to the use of the "or equal" item. Any additional costs incident to the use of "or equal" items, including re-design, will be paid by the Contractor.

19. Sales Tax Exemption:

Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take exemption into account in calculating their bid for the work.

20. Guarantee:

The Contractor guarantees the work performed under this contract and all materials furnished by them for use in connection therewith to be free from defects or flaws for one (1) year after the completion of the Contract, and guarantees for a term of one (1) year from the date of final completion of the work to maintain the stability of all materials, equipment, and workmanship, except that due to normal wear and tear, at their own expense when notified in writing to do so by the Engineer and such work shall be performed to the satisfaction of the Engineer.

2025-46W
July 2025

INSTRUCTION TO BIDDERS

If, at any time within said guaranty period, any part of the work constructed under the terms of this Contract shall, in the opinion of the Engineer, require repair or replacement due to defective work or materials furnished by the Contractor, the engineer or owner may notify the Contractor in writing to completed the required work and repairs, and the Contractor shall perform the same promptly. If the Contractor does not completed the repairs, the Owner may complete the work with another contractor and charge the original Contractor.

It is expressly understood, however, that these guaranteed provisions shall not absolve the Contractor from any liability to the Owner arising out of a failure to substantially complete the work in accordance with the Drawings and Specifications.

21. Bonding and Insurance:

The General Bidder who is selected as General Contractor shall promptly, after presentation thereof, in accordance with the general bid; and furnish with the executed Contract a Performance Bond, also a Labor and Materials Payment Bond, each of which shall be in the sum of 100 percent (100%) of the Contract Price. If the General Contractor is a partnership, the bonds shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. The executed bonds shall be accompanied by (a) appropriate acknowledgement of the representative parties; (b) appropriate certified copy of power-of-attorney or other certifications of authority where bond is executed by an agent, officer or representative of the General Contractor or Surety; (c) a duly-certified extract from the by-laws or resolutions of the Surety under which power-of-attorney or other certificate of authority of its agent, officer or representative was issued; and (d) a duly certified copy of the latest published financial statement of assets and liabilities of the Surety. Certificates of Insurance, required under the Contract Documents, shall be submitted with bonds.

22. Health and Safety Regulations:

This project is subject to all the Health and Safety Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations, as well as the Occupational Safety and Health Administration's (OSHA) 29 CFR 1910.120, and 520 CMR: Department of Public Safety, Excavation and Trench Safety.

23. Access to the Project:

The successful BIDDER shall provide full and complete access to the project site or any portion thereof by any authorized agent of the City of Holyoke at any time during normal working hours throughout the duration of the Contract.

24. Traffic Police:

Traffic control, when required by the Chief of Police or the Owner, will normally be paid for directly by the Contractor. The Contractor is required to directly coordinate all Police details with the Holyoke Police Department. However, any police overtime expenses incurred by the City due to the Contractor electing to work longer than the normal workday (eight consecutive hours, weekends, or holidays) shall be the responsibility of the Contractor, the cost of which will be deducted from the monthly pay requisition. The Contractor will also be charged for any police expenses when police coverage is requested or scheduled in advance by the Contractor, but the Contractor does not work.

The use of traffic police officers shall be coordinated to make the most efficient use of the officers and avoid unnecessary police detail fees. The Engineer shall be immediately notified if a situation develops that changes the need for traffic police. Adjustments to the work schedule may be required to maintain productive use of police details. Unnecessary police detail costs that are incurred due to no fault of the Owner and solely by actions of the contractor will not be reimbursed by the Owner.

2025-46W
July 2025

INSTRUCTION TO BIDDERS

The Contractor will be responsible for arranging police details and will also be responsible for canceling one that has been scheduled for a given day no later than 6:30 a.m. on that day when a change in plans eliminates the need for the detail. The phone number to contact the Holyoke Police Dept. is 413-322-6900. Any police detail costs relative to a detail that was scheduled, then not needed, and are not canceled in time will not be reimbursed by the Owner.

25. Third Party Work:

The Contractor is responsible for maintaining a safe and secure worksite at all times, and for expeditiously repairing any damage done to private property. If, in the opinion of the Owner, the Contractor is negligent in these duties the Owner shall have the right to employ a third party to remedy the problem.

Situations which develop and require the services of and payment to a third party will be handled in the following manner:

The Contractor will be given a reasonable time period determined at the discretion of the Owner to remedy the situation without third party involvement. If the Contractor is unavailable, the Owner will authorize work by a third party on the Contractor's behalf.

Third party work authorized on the Contractor's behalf by the Owner shall be paid for by the Contractor within a reasonable time period (generally two weeks). If payment is not made within a reasonable time period, the Owner will make payment and deduct the cost from the next pay requisition.

In the case of inadequately secured worksites necessitating extra or increase police details or other public safety personnel, the following procedure will be followed. The Contractor (if available) will be notified that the worksite needs to be secured in order to prevent the need for weekend/night police coverage. If the area is not immediately secured as determined by the Owner or Engineer, a police, fire, or highway department detail will be used and the Contractor will be charged for the cost. It is understood that in many instances worksites cannot realistically be secured to a point where police or other safety personnel are not needed. In these instances, the Owner will continue to pay for the coverages.

26. Reduction in the Scope of Work:

The Owner reserves the right to decrease the scope of the work to be completed under this Contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any items as set forth in the BID, either prior to executing the Contract or at any time during the progress of the work. The Owner further reserves the right, at any time during the progress of work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

27. Information not Guaranteed:

It shall be understood that this project is considered a "Book Job" and does not include an on-the ground existing conditions survey with base plan of any type, nor are specific elevations listed for the proposed rehabilitated wall cement concrete strip footing or subdrain elevations provided. In addition, soil borings were not completed. A Geotechnical Memorandum was prepared on 6/20/23 and is included as Appendix C. One single test pit or shallow excavation adjacent to the failed section of wall was completed on 5/9/23 and is included as Appendix B, Test Pit Log.

All information given on the schematic drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best resources presently available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

2025-46W
July 2025

INSTRUCTION TO BIDDERS

It is agreed and understood that the Engineer and Owner do not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the drawings or in the other Contract Documents.

It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to them or obtained in any examination made by them in any manner as a basis of or ground for any claims or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

ITEMS TO BE RETURNED WITH THE BID

It is the bidder's responsibility to read the bid and return all items required, the items below are a guide and may not be inclusive of all items required.

1. ____ Bid Proposal
2. ____ 5% Bid Bond or Bid Deposit
3. ____ Corporate Affidavit Form
4. ____ Wage Certification Form
5. ____ Tax Certification Form
6. ____ Labor Harmony and OSHA Training
7. ____ Certification of OSHA Training
8. ____ Certificate of Non-Collusion
9. ____ Debarment Disclosure Form
10. ____ Affirmative Action & Equal Opportunity Report

2025-46W
July 2025

BID PROPOSAL

TO: City of Holyoke, Office of Procurement
536 Dwight Street, Room 3
Holyoke, Massachusetts
Attn: Jaime Morrow, Chief Procurement Officer

PROJECT: Wistariahurst Retaining Wall Rehabilitation (Rebid)
Holyoke, Massachusetts
Bid # 2025-46W

In compliance with RFP No. 2025-46W and subject to all conditions herein, the undersigned offers and agrees, if this bid be accepted within 30 days from the date of opening, to provide and furnish any and all items upon which prices are quoted, at the price set opposite each item.

The prices shall cover all labor, materials, insurance, transportation and other necessary expenses to fulfill the conditions of the contract within the time stated.

The undersigned bidder further agrees to commence work within thirty (30) days of receipt of the Notice to Proceed, and to cause all work of this contract to be completed per the specifications and to the satisfaction of the City of Holyoke no later than June 30, 2026. The Contractor must achieve satisfactory completion of this project as specified in the contract documents.

The successful bidder will produce and furnish the approximately quantities of items shown below in a manner prescribed hereunder. These item quantities are being given as a basis for the comparison of the bids only, and the City of Holyoke does not expressly or by implication agree that the actual quantities to be purchased will correspond therewith, but reserves the right to increase or decrease the quantities of all items as may be deemed necessary or expedient by the City of Holyoke.

These item quantities are being given as a basis for the comparison of bids only, and the City of Holyoke does not expressly or by implication agree that the actual quantities to be purchased will correspond therewith.

Bidder further agrees to pay liquidated damages as hereinafter provided in the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

To the Awarding Authority:

- A. The undersigned proposes to furnish all labor and materials required for BID No. 2025-46W, Wistariahurst Retaining Wall Rehabilitation located in Holyoke, Massachusetts, in accordance with the accompanying plans and specifications for the contract unit prices specified below for the entire duration of the contract. The Owner reserves the right to reject any bid in the event that any bid item or items are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interest of the Owner.

2025-46W
July 2025

BID PROPOSAL

BASE BID

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL BID ITEM PRICE
1	REPAIR EXISTING RETAINING WALL	LF	442	_____	_____
2	SUPPLEMENTAL GRANITE WALL STONE	SF	120	_____	_____
3	SUPPLEMENTAL CAPSTONE	LF	20	_____	_____
4	POLICE TRAFFIC CONTROL CONTROL	EST.	1	\$16,500.00	\$16,500.00

TOTAL BASE BID PRICE (IN NUMBERS): _____

TOTAL CONTRACT BID ITEM PRICE IN WORDS:

BID ALTERNATES

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL BID ITEM PRICE
ALT#1	REPAIR EXISTING RETAINING WALL (DEDUCT)	LF	150	_____	_____
	POLICE TRAFFIC CONTROL CONTROL (DEDUCT)	EST.	1	\$5,500.00	\$5,500.00

TOTAL BID ALTERNATE #1 BID PRICE (IN NUMBERS): _____

TOTAL BID ALTERNATE #1 BID ITEM PRICE IN WORDS:

BID PROPOSAL

B. This bid includes addenda numbered: (please indicate by checking the box of each addenda number)

☐ No. 1 ☐ No. 2 ☐ No. 3 ☐ No. 4

C. The undersigned agrees that, if he is selected as contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the General Laws.

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

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

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instructions to Bidders, General Conditions of the Contract, Special Conditions (if any), Technical Specifications, all other Contract Documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the City.

The undersigned further certifies under the penalties of perjury that:

- this bid is in all respects bona fide, fair and made without collusion or fraud with any other person;
- we are the only persons interested in this proposal;
- that it is made without any connection with any other person making any bid for the same work and without directly or indirectly influencing or attempting to influence any other person to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation;
- that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.

2025-46W
July 2025

BID PROPOSAL

As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

Should the Contract Documents require submission of special data to accompany the bid, the City of Holyoke reserves the right to rule the bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the City of Holyoke.

The undersigned understands that the City of Holyoke Purchasing Director reserves the right to make no award, to reject any or all bids, to call for rebids if necessary to waive any informalities in the bidding procedures or to award to other than lowest bidder if it is in the best interest of the City of Holyoke to do so.

(Date) (Authorized Signature) (Title)

(Official Company Name) (Business Address) (City & State)

(Company Social Security or Federal Identification No.) (Tel. No.)

(DUNS # - MUST BE PROVIDED)

REFERENCES FOR PREVIOUS WORK COMPLETED INCLUDING CONSTRUCTION OR RECONSTRUCTION OF MORTARED AND/OR DRY LAID STACKED STONE WALLS COMPLETED WITHIN THE LAST SEVEN (7) YEARS.

<u>Project Name and Location</u>	<u>Contact Name / Number</u>
1. _____	_____
2. _____	_____
3. _____	_____

PROPOSED SUBCONTRACTOR(S)

Company Name and Address and Phone

1. _____
2. _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,

_____ as Principal,

and _____ as Surety, are hereby held

and firmly bound unto _____ as OWNER

in the penal sum of _____ Dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 2025

The condition of the above obligation is such that whereas the Principal has submitted to the City of Holyoke, Massachusetts, a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, relating to the **WISTARIAHURST RETAINING WALL REHABILITATION (REBID) Project** in Holyoke, MA 01040.

NOW, THEREFORE,

a) if said BID shall be rejected, or

b) if said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEALS

Principals

Surety

By: _____

RETURN THIS FORM WITH BID

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE COMPLETED AND RETURNED
WITH YOUR BID OFFER *(PLEASE PRINT)***

CORPORATE AFFIDAVIT FORM

COMPANY NAME

FID OR SOCIAL SECURITY

PHONE NUMBER

DUNS NUMBER (IF APPLICABLE)

EMAIL ADDRESS

ADDRESS

CITY

STATE

ZIP CODE

AUTHORIZED SIGNATURE

TITLE

PLEASE PRINT NAME OF AUTHORIZED SIGNER

TITLE

FAX NUMBER _____

PHONE NUMBER _____

PLEASE CHECK WHERE APPROPRIATE

MINORITY OWNED BUSINESS ENTERPRISE _____

WOMEN OWNED BUSINESS ENTERPRISE _____

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Laws 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.

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

I,

(Name of signatory party)

(Title)

do hereby state:

That I understand and will 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 **will be 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 _____

Print Name _____

Title _____

Date _____

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER *(PLEASE PRINT)***

TAX CERTIFICATION FORM

CHAPTER 233 (SECTIONS 35 AND 36) of the ACTS AND RESOLVES OF 1983, enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty, that he/she is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, YOU MUST SIGN THE FORM BELOW AND RETURN IT WITH YOUR BID OFFER, ANY PERSON FAILING TO SIGN THE ATTESTATION CLAUSE SHALL NOT BE ALLOWED TO OBTAIN, RENEW OR EXTEND A LICENSE, PERMIT OR CONTRACT.

PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED UNDER THE LAW.

FURTHERMORE, I HAVE NO OUTSTANDING OR LATE CITY TAXES.

COMPANY NAME

FEDERAL IDENTIFICATION/
SOCIAL SECURITY NUMBER

ADDRESS

CITY

STATE

ZIP

AUTHORIZED SIGNATURE

TITLE

PRINT NAME-AUTHORIZED SIGNER

DATE SIGNED

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER *(PLEASE PRINT)***

CERTIFICATE OF NON-COLLUSION FORM

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 AUTHORIZED PERSON SIGNING PROPOSAL

PRINT NAME

NAME OF BUSINESS

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

PHONE NUMBER

DATE

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER *(PLEASE PRINT)***

LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 that he will comply fully with all laws and regulations applicable to awards made subject to all relevant Massachusetts General Laws.

SIGNATURE OF AUTHORIZED PERSON SIGNING PROPOSAL

PRINT NAME

NAME OF BUSINESS

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

PHONE NUMBER

DATE

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

OSHA TRAINING CERTIFICATION FOR CONTRACTORS

The City of Holyoke will comply with the amended M.G.L Chapter 30 section 39s: Contracts for Construction: Requirements as follows.

The City of Holyoke in all bids and contracts that fall under the application of this law, as amended, will require bidders and or/contractors to comply with the requirements of certifying that they and their employees have complied with M.G.L Chapter 30 section 39s. This law requires successful completion of a 10-hour OSHA safety training course prior to working on the Cities worksite or in the work subject to the bid or contract.

The City will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however the City may at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using a sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting language of the law, as amended, and that they are accepting responsibilities to comply with the law for the full term of the work.

The City of Holyoke will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the City documentation must be provided that each employee on the payroll documents submitted to the City has successfully completed the OSHA training.

Any employee whose name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a work site subject to this section without documentation of successful completion of a course in construction safety and health approved by OSHA that is at least 10 hours in duration shall be subject to immediate removal.

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE COMPLETED AND RETURNED
WITH YOUR BID OFFER (*PLEASE PRINT*)**

**CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

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

(b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____

Fax: _____

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

**THIS FORM MUST BE SIGNED & RETURNED
WITH YOUR BID OFFER (*PLEASE PRINT*)**

DEBARMENT DISCLOSURE FORM

The said undersigned certifies under the pains and penalties of perjury that the said undersigned is not presently debarred from doing public construction work or from contracting or subcontracting with the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the Massachusetts General Laws, or any Rule or Regulation promulgated hereunder, nor is the said undersigned presently debarred from entering into contracts for the furnishing of supplies or services to any public agency, and/or any Federal Regulations.

NAME OF BIDDER: _____

BY: _____

PLEASE PRINT NAME & TITLE OF AUTHORIZED
PERSON SIGNING

ADDRESS

CITY, STATE, ZIP CODE

PHONE NUMBER

DATE

AFFIRMATIVE ACTION & EQUAL OPPORTUNITY REPORT

Project: _____ Date _____

_____ (company name) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

The Equal Opportunity Agent for our company is _____ (name).

Our current workforce, not including office staff is _____

The total number of workers needed for this project is _____ of whom _____ will be a minority group/Hispanic.

Will you be hiring new employees to cover this project? Yes _____ No _____

Due to HUD reporting requirements the following information is required:

Is your company certified as a Section 3 business? Yes _____ No _____

Is your company a woman owned business? Yes _____ No _____

Is your company a minority owned business? Yes _____ No _____

Contractor Business Race (please check one)

White Americans _____ Black Americans _____

Native Americans _____ Hispanic Americans _____

Asian/Pacific Americans _____ Hasidic Jews _____

Unique Entity Identifier (UEI) # _____ Registered in SAM.Gov? Yes _____ No _____

This project is federally funded, the contractor must have a Unique Entity Identifier (UEI) number and be registered in the System for Award Management (SAM). Contractor can register at www.sam.gov.

For further information regarding this requirement, please contact the Office for Community Development at (413) 322-5610.

Form completed by: _____

Name & Title

Email Address

I certify this information as true and correct.

Signature

Bid # 2025-46W
July 2025

**WISTARIAHURST RETAINING
WALL REHABILITATION (REBID)**

CONTRACT DOCUMENTS

2025-46W
July 2025

SECTION 00500
AGREEMENT FORM

STANDARD CONSTRUCTION CONTRACT

OWNER - CONTRACTOR AGREEMENT

Awarding Authority:

This agreement ("Contract") is made as of the _____ day of _____, 2025 by and between the City of Holyoke, Massachusetts identified above with a principal place of business at 536 Dwight Street, and _____, a _____ with a principal place of business at _____, hereinafter called the "Contractor."

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for Wistariahurst Retaining Wall Rehabilitation in accordance with and as described in the Plans and Technical Specifications prepared by the City, as modified by Addenda Nos. _____ dated July 9, 2025.

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall bring the Work to Final Completion no later than June 30, 2026.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of _____ dollars (\$_____). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid.

Article 4. Certifications. Pursuant to M.G.L. c. 62(c), s.49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

2025-46W
July 2025

SECTION 00500
AGREEMENT FORM

Article 5. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the “Contract Documents:”

- The Instructions to Bidders
- The General Bid submitted by the Contractor
- This Owner — Contractor Agreement
- The General Conditions of the Contract
- The Supplementary General Conditions [Note: the term “Supplementary General Conditions” may also refer to the Special Provisions.]
- The Technical Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement

Article 6. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

\$ 850.00 per calendar day

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.

CONTRACTOR:

CITY OF HOLYOKE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

2025-46W
July 2025

**SECTION 00500
AGREEMENT FORM**

CITY OF HOLYOKE

APPROVED AS TO FORM

City Solicitor

APPROVED AS TO FUNDING

Tanya Wdowiak, City Auditor

**CERTIFICATION THAT ALL LOCAL
TAXES HAVE BEEN PAID IN FULL:**

Tax Collector

**APPROVED IN COMPLIANCE WITH
PROCUREMENT:**

Chief Procurement Officer

GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

ARTICLE I: DEFINITION OF TERMS	4
ARTICLE II: EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS	7
1. Execution	7
2. Scope of Work	7
3. Interpretation	7
4. Distribution of Work	8
5. Contract Price	8
ARTICLE III: CONTROL OF WORK/ ADMINISTRATION OF THE CONTRACT	8
1. Designer	8
2. Right of Access to Work	8
3. Inspection No Waiver	9
ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR	9
1. Review of Contract Documents and Field Conditions	9
2. Supervision and Construction Procedures; Coordination; Cutting, and Patching	10
3. Superintendent	10
4. Labor	10
5. Notices and Permits	11
6. Lines, Marks Etc.	11
7. Excavation	12
8. Dewatering/Hoisting/Staging	12
9. Corrections To The Work; Inspection No Bar To Subsequent Corrections	12
10. Sanitary Facilities	12
11. Temporary Offices	13
12. Contract Documents and Samples at the Site	13
13. Health, Safety and Accident Prevention	13
14. Debris and Chemical Waste	15
15. Weather Protection	16
16. Furnishings and Equipment	17
17. Form for Sub-Contract	17
18. Sales Tax Exemption and Other Taxes	17
19. Final Cleaning	17
20. Maintenance Data	17
21. Closeout Procedures	17
22. Risk of Loss	18

ARTICLE V: MATERIALS AND EQUIPMENT	18
1. Materials Generally	18
2. Shop Drawings, Product Data, and Samples	18
3. Tests	19
4. "Or Equal" Submissions	20
5. Delivery and Storage of Materials; Inspection	21
6. Defective, Damaged, Deteriorated Materials and Rejection Thereof	21
ARTICLE VI: PROSECUTION AND PROGRESS	22
1. Beginning, Progress Schedule, and Completion of Work	22
2. Failure to Complete Work On Time - Liquidated Damages	23
3. Delays; Statutory Provisions	24
4. Use and Occupancy Prior To Final Acceptance	25
5. Certificate of Use and Occupancy	25
6. Final Acceptance of the Work	26
7. One Year Warranty Repair List and Inspection	27
ARTICLE VII: CHANGES IN THE WORK	27
1. Change Orders Generally	27
2. Methods of Computing Equitable Adjustments	28
3. Work Performed Under Protest	29
4. False Claims, Statutory Provisions Regarding Changes	30
5. Mandatory Mediation	32
ARTICLE VIII: PAYMENT PROVISIONS	32
1. Schedule of Values	32
2. Payment Liabilities of the Contractor	33
3. Retention of Moneys by Awarding Authority	33
4. Applications for Payment	34
5. Periodic Payments (M.G.L. c. 30, s. 39K)	35
5. Payment of Subcontractors (M.G.L. c. 30, s. 39F)	37
5. Contracts For Public Works governed by M.G.L. c. 30, s. 39G	39
6. Final Payment; Release of Claims by Contractor	41
ARTICLE IX: GUARANTEES AND WARRANTIES	42
1. General Warranty	42
2. Special Guarantees and Warranties	42
ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS	42
1. Contractor to Be Informed	42
2. Compliance with All Laws	43

ARTICLE XI: INSURANCE REQUIREMENTS	44
1. Insurance Generally	44
2. Contractor's Commercial General Liability	44
3. Automotive Liability	45
4. Contractor's Pollution Liability	45
5. Worker's Compensation	46
6. Builder's Risk/ Installation Floater/ Stored Materials	46
7. Umbrella Coverage	48
8. Additional Types of Insurance	48
ARTICLE XII: INDEMNIFICATION	48
1. Generally	48
2. Designer's Action	49
3. Survival	49
ARTICLE XIII: PERFORMANCE AND PAYMENT BONDS	49
1. Contractor Bonds	49
2. Subcontractor Bonds	49
ARTICLE XIV: TERMINATION OF THE CONTRACT	50
1. Termination for Cause	50
2. Termination for Convenience	51
3. Contractor's Duties Upon Termination for Convenience	51
ARTICLE XV: MISCELLANEOUS PROVISIONS	52
1. No Assignment by Contractor	52
2. Non-Appropriation	52
3. Claims by Others Not Valid	52
4. No Personal Liability by Public Officials	52
5. Severability	52
6. Choice of Laws	53
7. Standard Forms	53
8. No Waiver of Subsequent Breach	53
9. Remedies Cumulative	53
10. Notices	53

ARTICLE I: DEFINITION OF TERMS

The following words shall have the following meanings as used in this Contract:

Advertisement: The Advertisement or Notice Inviting Bids or Proposals for the Work.

Approval: (or Approved): An approval in writing signed by the authorized signatory of the Awarding Authority.

Architect: The architect identified as the Designer in Article 1 of the *Owner - Contractor Agreement*.

As directed (As permitted, as required, as determined or words of like effect): The direction, permission, requirement or determination of the Designer or the Awarding Authority. Similarly, *approved, acceptable, satisfactory* or words of like import shall mean approved by or acceptable or satisfactory to the Designer, except as may be otherwise determined by the Awarding Authority.

Awarding Authority: The City of Holyoke, Massachusetts.

Building Code: All applicable rules and regulations to which the Awarding Authority is subject and which are contained or referenced in the code authorized by M.G.L. c. 143, s. 93 et seq., including all amendments thereto.

Certificate of Use and Occupancy: A certificate signed by the Designer and the Awarding Authority pursuant to the requirements of Article VI of these General Conditions of the Contract, indicating that the Awarding Authority has determined that (1) the Work has been completed in accordance with the Contract Documents, except for Punch List items, (2) certificates of inspection, testing and/or approval, operating permits for any mechanical apparatus which may be required to permit full use and occupancy of the Work by its intended users (which in a Subcontractor's case may include the Contractor) have been delivered to the Awarding Authority, (3) any applicable written warranties, operating instructions and related materials have been delivered to the Awarding Authority, and (4) the Work may be used for its intended purpose without substantial inconvenience or interference.

Change Order: (1) A written order not requiring the consent of the Contractor, signed by the Project Manager and designated as a Change Order, directing the Contractor to make changes in the Work within the general scope of the Contract, or (2) any written or oral order from the Project Manager that causes any change in the Work, provided that the Contractor has given the Awarding Authority written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

Contract: The Contract formed by the Contract Documents as defined in Article 5 of the *Owner - Contractor Agreement*.

Contract Documents: The documents listed in Article 5 of the *Owner - Contractor Agreement*.

Contract Modification: Any alteration of the Contract Documents accomplished by a written agreement properly executed by the parties to this Contract.

Contract Price: The Contract Price stated in Article 3 of the *Owner - Contractor Agreement* which is the total sum owed to the Contractor for all of the Work.

Designer: The landscape architect or engineer identified as the Designer in Article 1 of the Owner - Contractor Agreement, subject to the provisions of Article III, Section 1 of these General Conditions of the Contract.

Engineer: The Designer, except that the term "Resident Engineer" shall have the meaning otherwise specified herein.

Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including Plans, elevations, sections, details, schedules, and diagrams.

Final Acceptance: The written determination by the Designer and by the Awarding Authority that the Work has been 100% completed, except for the Contractor's indemnification obligations, warranty obligations, obligations to continue to maintain insurance coverage for the time periods provided in the Contract Documents, and any other obligations which are intended to survive Final Acceptance and/or the termination of the Contract.

General Bid: The completed bid form submitted by the Contractor in accordance with the requirements of applicable Laws.

Laws: All applicable statutes, regulations, ordinances, codes, laws, orders, decrees, approvals, certificates and requirements of governmental and quasi-governmental authorities.

Neutral: An impartial third party not having an interest in the Owner, the Designer, the Contractor or the Project.

Notice to Proceed: The written notice provided by the Awarding Authority to the Contractor which authorizes the Contractor to commence the Work as of a date specified therein, from which date the time of completion specified in Article 2 of the Owner - Contractor Agreement is measured.

Or equal (or words of like import): Equal in the opinion of the Awarding Authority determined pursuant to the provisions of M.G.L. c.30, s. 39M and the provisions of these General Conditions of the Contract.

Owner: The City of Holyoke.

Plan(s): Drawing(s).

Product Data: Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work. Product data also include any such information or instructions produced by the manufacturer or distributor of such materials or equipment and made readily available by said manufacturer or distributor.

Progress Schedule: The progress schedule Approved by the Designer and the Awarding Authority in accordance with Article VI of these General Conditions of the Contract.

Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

Project Manager: The Awarding Authority's representative assigned to the Project.

Punch List: A list of items determined by the Awarding Authority to be minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work for its intended purpose.

Resident Engineer: The on-Site representative of the Awarding Authority.

Samples: Samples are physical examples, which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

Schedule of Values: The schedule Approved by the Awarding Authority pursuant to Article VIII of these General Conditions of the Contract which allocates the Contract Price to the various portions of the Work and is used as a basis for payments to the Contractor.

Shop Drawings: Drawings, diagrams, details, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.

Site: The land and, if any, building(s) or space within any such building(s) on which or in which the Contractor is to perform the Work.

Specifications: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

Subcontractor: Person or entity with whom the Contractor contracts in order to perform the Work, except as otherwise specifically provided or required herein or by Law.

Substantial Completion: For work subject to M.G.L. c. 30 s. 39G "substantial completion" shall mean either that the work required by the Contract has been fully completed, completed except for work having a Contract Price of less than one percent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

Superintendent: The licensed construction supervisor who is an employee of the Contractor designated to be in full-time attendance at the Site throughout the prosecution and progress of the Work and who shall have complete authority to act for the Contractor.

User Agency: The department, county, commission, board, agency or other instrumentality of the Commonwealth of Massachusetts or political subdivision thereof which operates or which will operate the facility at which the Work is undertaken or which comprises the completed Work.

Work: The Work defined in Article 1 of the Owner - Contractor Agreement, Article II, Section 2 of these General Conditions of the Contract and otherwise in the Contract Documents.

Working Hours: 7:00 a.m. to 5:00 p.m., but not more than eight hours per day, Monday through Friday, unless otherwise specified by applicable Laws.

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings. For additional definitions of terms, abbreviations and references refer to the *Supplementary General Conditions, or Specifications*.

ARTICLE II: EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS

1. Execution.

The execution of the Owner – Contractor Agreement by the Contractor is a representation that the Contractor has visited the Site, has become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

2. Scope of Work.

The Work consists of the Work identified in the Contract Documents. The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by Contractor or that the Contract Documents require the Contractor to cause to be supervised, overseen, performed or furnished. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

3. Interpretation.

The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by the Contractor as a part of this Contract.

- A. All things that in the opinion of the Designer may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the Contractor. The Designer shall determine whether the detail Plans conform to the general Plans and Contract Documents, except as may be otherwise determined by the Awarding Authority.
- B. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.
- C. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the Advertisement, notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.
- D. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:
 - First Priority: Contract Modifications
 - Second Priority: Owner - Contractor Agreement
 - Third Priority: Special Conditions of the Specifications

Fourth Priority: General Conditions of the Contract

Fifth Priority: Drawings -- Schedules take precedence over enlarged detail Drawings, and enlarged Detail Drawings take precedence over reduced scale Drawings; figured dimensions shall prevail over scale.

Sixth Priority: Specifications

4. Distribution of Work.

The distribution of the Work is intended to be described under the appropriate trades and, except for filed sub-bid work, may be redistributed, except as directed herein, provided that such redistribution shall cause no controversy among the trades and no delay in the progress of the Work.

5. Contract Price.

The Contract Price constitutes full compensation to the Contractor for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work and/or the action of the elements, and constitutes the maximum compensation regardless of any difficulty incurred by the Contractor in connection with the Work or in consequence of any suspension or discontinuance of the Work.

ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT

1. Designer.

Notwithstanding anything to the contrary expressed or implied in this Contract, any of the powers, rights, and duties of the Designer may be exercised by the Awarding Authority, provided that the Awarding Authority shall be under no obligation to do so. The Awarding Authority may rely on the Designer for the performance and exercise of its rights and obligations hereunder and shall be presumed to so rely on the Designer in the absence of an explicit written assumption by the Awarding Authority of any such rights and obligations, except that any Approval required to be obtained from the Awarding Authority hereunder shall not be valid without the signature of the Awarding Authority. The Awarding Authority may explicitly overrule in writing any action, determination or decision of the Designer should the Awarding Authority choose to do so, except to the extent that the same would violate applicable law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications and as to the fulfillment of this Contract on the part of the Contractor. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, the Awarding Authority may appoint another person to act as Designer for the purposes of this Contract. The Awarding Authority shall give written notice to the Contractor of any such appointment.

2. Right of Access to Work.

The Awarding Authority and the Designer (and persons designated by them) may for any purpose enter upon the Work, the Site, and premises used by the Contractor, and the Contractor shall provide safe facilities therefor. Other contractors of the Awarding

Authority may also enter upon the same for the purposes which may be required by their contracts or work. Any differences or conflicts which may arise between the Contractor and other contractors of the Awarding Authority with respect to their work shall be initially resolved by the Designer.

3 Inspection No Waiver.

No inspection by the Awarding Authority or the Designer or employees or agents of either of them, and no order, measurement, certificate, approval, payment order, payment, acceptance or any other action or inaction of any of them, shall operate as a waiver by the Awarding Authority of any provision of this Contract.

ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR

The Contractor shall complete for the Contract Price all of the Work in a proper, thorough, and workmanlike manner in accordance with the Contract Documents. Without limiting the foregoing and without limiting the Contractor's obligations under any other provision of the Contract Documents, the Contractor shall for the Contract Price perform the following general obligations:

1. Review of Contract Documents and Field Conditions.

- A. Before commencing the Work, the Contractor shall carefully study the Contract Documents and carefully compare all Specifications, Plans, Drawings, figures, dimensions, lines, marks, scales, directions of the Designer, and any other information provided by the Awarding Authority and shall at once report to the Designer any questions, errors, inconsistencies, or omissions.
- B. Before commencing the Work, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents and shall at once report to the Designer any questions, errors, inconsistencies, or omissions.

2. Supervision and Construction Procedures; Coordination; Cutting, and Patching.

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and shall have control over, construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work under the Contract.
- B. The Contractor shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, and materialmen engaged upon the Work. The Contractor shall guarantee to each of its Subcontractors all dimensions which they may require for the fitting of their work to all surrounding work.
- C. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor.
- D. The Contractor shall be responsible to the Awarding Authority for the acts and omissions of the Contractor's employees, agents and Subcontractors, and their agents and respective employees, and other persons performing portions of the Work or supplying materials therefor.

- E. The Contractor shall be responsible for the inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
 - F. The Contractor shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The Contractor shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The Contractor shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.
 - G. Unless otherwise required by the Supplementary General Conditions or the Plans and Specifications, or directed in writing by the Designer, Work shall be performed during regular Working Hours. However, if the Contractor desires to carry on the Work outside of regular Working Hours or on Saturdays, Sundays, or Massachusetts or federal holidays then the Contractor shall allow ample time to allow satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The Awarding Authority shall bill the Contractor directly for such costs.
 - H. Work performed outside of regular Working Hours without the consent or knowledge of the Designer and/or the Awarding Authority shall be subject to additional inspection and testing as directed by the Designer. The cost of this inspection and testing shall be borne by the Contractor whether the Work is found to be acceptable or not. The Awarding Authority at its election shall be entitled either to issue a credit Change Order to cover such cost or to withhold such cost from any further payments due the Contractor and/or to receive a payment from the Contractor of the amount of such cost.
3. Superintendent.
- A. The Contractor shall employ a Superintendent whose appointment shall be subject to the Approval of the Awarding Authority. The Superintendent shall be in attendance at the Site full-time during the performance of the Work. The Superintendent shall represent the Contractor. Communications given to and from the Superintendent shall be deemed given to and from the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case. The Superintendent shall attend each job meeting. The Superintendent shall be responsible for coordinating all of the Work of the Contractor and the Subcontractors.
 - B. The Superintendent shall be a competent employee regularly employed by the Contractor. The Superintendent shall be properly licensed and shall have satisfactorily performed similar duties on previous construction projects similar in type, complexity and scale to the Project. The Superintendent's resume shall be submitted to the Awarding Authority prior to commencement of construction together with such other information as the Awarding Authority may reasonably require in order to determine whether or not to Approve of his or her appointment. Any change in the Superintendent shall require the prior consent of the Awarding Authority. The Contractor shall establish an emergency telephone line by which the Awarding Authority, the Designer, or their respective agents may contact the Superintendent during non-working hours.
4. Labor.
- A. The Contractor shall employ only competent workers. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons

carrying out the Work. The Contractor shall certify and insure 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 the Contractor and each of its subcontractors and others working on the Project shall furnish documentation of successful completion of said course by employees working with the first certified payroll report for each employee. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer shall notify the Contractor in writing that any worker is, in the Designer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of the Designer.

- B. The Contractor shall employ a sufficient number of workers to carry on the Work with all proper speed in accordance with Laws, the requirements of the Contract Documents, and the Progress Schedule.
- C. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-subcontractors in such a manner as will result in harmonious labor relations on the Project Site. If union and nonunion workers are employed to perform any part of the Work, the Contractor shall establish and maintain separate entrances to the Site for the use of union and nonunion workers. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the Awarding Authority's reasonable judgment due to a labor dispute, the Awarding Authority shall have the right to require the Contractor to employ substitutes acceptable to the Awarding Authority.

5. Notices and Permits.

- A. The Contractor at its sole cost shall take out and pay for all approvals, permits, certificates and licenses required by Laws, pay all charges and fees, and pay for all utilities required for the proper execution of the Work.
- B. The Contractor shall comply with all Laws and shall give all notices required thereby.
- C. Except as otherwise specified in this Contract, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the Contractor observes that portions of the Contract Documents are at variance with the requirements of Laws, the Contractor shall promptly notify the Designer and Awarding Authority in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.
- D. If the Contractor performs Work knowing it to be contrary to Laws without giving such notice to the Designer and Awarding Authority, the Contractor shall bear full responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

6. Lines, Marks etc.

The Contractor shall furnish batter boards and stakes and shall cause to be placed and maintained thereon so as to be easily read, such lines, marks and directions relating to the Work as the Designer shall from time to time direct. The Designer shall establish base

lines and benchmarks on the Drawings for the locations of the Work but all other lines and grades shall be determined by the Contractor.

7. Excavation.

The Contractor shall prevent by sheeting and shoring or bracing, if necessary, any caving or bulging of the sides of any excavation made by the Contractor, leaving sheeting and shoring in place, or if any is removed, filling solid the spaces left thereby.

8. Dewatering/Hoisting/Staging.

The Contractor shall provide pumping, drainage, and disposal of all water and other flows so that no puddle, nuisance, or damage will be caused by water or flooding. The Contractor shall provide all hoisting equipment and machinery required for the proper execution of the Work. The Contractor shall provide all exterior and interior staging required to be over eight feet in height, except as may be otherwise provided in the Contract Documents.

9. Corrections to the Work; Inspection No Bar to Subsequent Corrections.

The Designer's inspection of the Work shall not relieve the Contractor of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer whether or not such work and/or materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before the Final Acceptance of the whole Work, the Contractor shall forthwith cease the performance of any defective work in progress and, whether or not such work is still in progress, shall forthwith correct such defect in a manner satisfactory to the Designer. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the Contractor shall forthwith remove such materials from the Site. The Contractor shall pay for the cost of making good all work or property of other contractors or of the Owner destroyed or damaged by such removal or replacement; repair any injury, defect, omission or mistake in the Work as soon as it is discovered; finish and immediately make good any defect, omission or mistake in the Work; and complete and leave the Work in perfect condition.

10. Sanitary Facilities.

The Contractor shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following requirements unless otherwise specified in the Supplementary General Conditions or Specifications.

- A. There shall be no fewer facilities than the number required by applicable Laws;
- B. Facilities shall be kept in a clean sanitary condition at all times and shall be adequately screened to be inaccessible to flies.

(Note: If existing sanitary facilities at the Site are to be used by the Contractor, this requirement will be modified accordingly in the Supplementary General Conditions or Specifications.)

11. Temporary Offices.

- A. Except as otherwise specified in the Supplementary General Conditions or Specifications, the Contractor may erect a temporary office trailer near the Site as

directed by the Designer and adequately furnish and maintain them in a clean, orderly condition.

- B. The Contractor shall relocate the temporary office trailer at no additional cost to the Owner if the need for relocation arises as determined by the Designer.

12. Contract Documents and Samples at the Site.

A reasonable number of sets of Contract Documents will be furnished to the Contractor by the Awarding Authority immediately after signing of the Contract, one of which shall be maintained at the Site for reference by authorized representatives of the Awarding Authority. The Contractor shall maintain at the Site for the use and information of the Awarding Authority one record copy of the Drawings, Specifications, Addenda, Change Orders, Approved Shop Drawings, Product Data, Samples, updated Progress Schedule, and all other submittals, all in good order and marked currently to record changes and selections made during construction. These shall be available to the Designer and the Awarding Authority and shall be delivered to the Designer for submittal to the Awarding Authority upon completion of the Work.

13. Health, Safety, and Accident Prevention

- A. In performing the Work, the Contractor shall:

- 1. Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor by regulation;
- 2. Protect the lives, health, and safety of other persons; and
- 3. Prevent damage to property, materials, supplies, and equipment.

- B. For these purposes, the Contractor shall:

- 1. Comply with 84 Stat. 1590, the "Occupational Safety and Health Act of 1970" (OSHA) and with regulations and standards issued by the U.S. Secretary of Labor at 29 CFR Part 1926; and
- 2. Comply with the Trench Safety Law set forth in M.G.L. c. 82A and regulations promulgated by the Departments of Public Safety (DPS) and Occupational Safety (DOS) in 520 CMR 14.00 et. seq.; the CM shall execute a Trench Application and Permit form with the execution of its contract.
- 3. Include the terms of this Section 14 in every subcontract so that such terms will be binding on each subcontractor.
- 4. Designate by notice to the Awarding Authority a responsible member of its organization at the Site whose duties shall include ensuring safety, implementation of Contractor's Safety Plan referenced below and preventing accidents.

- C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904. Without limiting the foregoing, the Contractor shall submit to the Awarding Authority without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

- D. In any emergency affecting the safety of persons or property the Contractor shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The Contractor shall immediately notify the Awarding Authority of such emergency.
- E. The Contractor shall be responsible for its Subcontractors' compliance with the provisions of this Section 14.
- F. Before commencing any portion of the Work the Contractor shall submit a written Project-specific plan for implementing this Section 14. The plan shall include an analysis of the significant hazards to life, limb and property inherent in the performance of the Work and a plan for controlling these hazards.
- G. Without limiting the foregoing provisions of this Section 14, the Contractor shall comply with all health and safety Laws applicable to the Work. Without limitation,
 - 1. If the Contractor uses, stores or encounters toxic or hazardous substances it shall comply with M.G.L. c. 111F, s. 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21; and shall post a Workplace Notice obtainable from the Department of Labor and Workforce Development.
 - 2. The Contractor shall comply with the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, M.G.L. c. 21C, M.G. L. c. 21E, and any other Laws affecting toxic or hazardous materials, solid, special or hazardous waste (collectively "Hazardous Materials Laws"). Should the Contractor discover unforeseen materials subject to Hazardous Materials Laws at the Site, the Contractor shall immediately comply with any and all requirements for dealing with such materials and notify all required governmental authorities and the Awarding Authority of such discovery.
 - 3. The Contractor shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the Contractor shall comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Damage Prevention System, 331 Montvale Road, Woburn, MA, 01801, 1-888-344-7233. The Contractor shall notify Dig-Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by certified mail, with a copy to Department of Environmental Protection (DEP). This notice shall be given at least 72 hours prior to the work, but not more than sixty days before the work is to be done. Such notice shall state the name of the street or the route number of the way and shall include an accurate description of the location and nature of the proposed work. Dig-Safe is required to respond to the notice within 72 hours of receipt by designating the location of pipes, mains, wires or conduits at the Site. The Contractor shall not commence work until Dig-Safe has responded. The work shall be performed in such manner and with reasonable precautions taken to avoid damage to utilities under the surface at the work location. The Contractor shall provide the Superintendent with current Dig-Safe regulations, and a copy of M.G.L. c. 82, s. 40. Any costs related to the services performed by Dig-Safe shall be borne by the Contractor.

4. The Contractor shall comply with M.G.L. c. 149, s. 129A, relative to shoring and bracing of trenches.
- H. Without limiting the Contractor's responsibilities described above, the Contractor shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (1) all agents and employees and contractors on the Work and all other persons who may be affected thereby including the general public, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care custody or control of the Contractor or any of its Subcontractors or any contractors directly or indirectly contracting through any of them, and (3) other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall promptly remedy all damage or loss to any such property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the Contractor shall:
1. post and maintain adequate danger signs and other warnings against hazards;
 2. promulgate safety regulations and give appropriate notices to the Awarding Authority and users of adjacent utilities and property;
 3. insure the adequate strength and safety of all scaffolding, staging and hoisting equipment, temporary shoring, bracing and tying;
 4. protect adjoining private or public property;
 5. provide barricades, temporary fences, and covered walkways required by prudent construction practices, Laws and/or the Contract Documents;
 6. furnish approved hard hats and other personal protective equipment, furnish approved first aid supplies, furnish the name of the first aid attendant, and maintain a posted list of emergency facilities;
 7. provide proper means of access to property where the existing access is cut off by the Contractor;
 8. maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction so as to guard and protect travelers from injury from such obstruction;
 9. maintain adequate security at the Site so as not to expose the Work and surrounding property to vandalism or malicious mischief;
 10. provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumbers' torches and other flame and spark producing apparatus;
 11. take prompt action to correct any dangerous or hazardous conditions.
- I. The Contractor shall not use or store explosives in the performance of the Work unless the Contractor first obtains the Awarding Authority's prior written specific Approval. If the Awarding Authority Approves the use or storage of explosives during the performance of the Work, the Contractor shall first comply with all Laws and obtain all permits, approvals, and certificates required in connection with the same and shall exercise best efforts, including but not limited to the employment and supervision of

properly qualified personnel, to prevent damage, injuries, and accidents involving said explosives.

- J. The Contractor shall not permit cutting or welding in or immediately adjacent to existing property of the Owner, Awarding Authority or of anyone else without the Awarding Authority's prior Approval in each instance.

14. Debris and Chemical Waste.

- A. The Contractor shall not permit the accumulation of interior or exterior debris. The Contractor shall keep the Work area clean at all times. Without limitation, garbage shall be removed daily.
- B. The Contractor shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with Laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable Laws, including without limitation, hazardous materials laws. The Contractor shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the owner or officials in charge of such landfills, disposal or recycling facilities. The Contractor shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The Contractor shall not permit any storage of debris or waste except in accordance with Laws.
- C. The Contractor shall not permit any open fire on the Site.
- D. Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the Site, and disposed of not less frequently than monthly unless more frequently required by Laws, including without limitation hazardous materials laws, or by the Supplementary General Conditions or Specifications. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants shall be disposed of in accordance with procedures meeting all applicable Laws. The Contractor shall immediately notify the Designer of any hazardous materials release large enough to require reporting under applicable Laws. The Contractor shall be responsible for immediately cleaning up in accordance with Laws any oil or hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the Contractor.

15. Weather Protection (M.G.L. c. 149, s. 44G and 44F(1)).

The Contractor shall furnish and install "weather protection," which means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved by covering, enclosing and/or heating working areas such that a minimum temperature of 40 degrees Fahrenheit is maintained at the working surface during the months of November through March in order to permit construction to be carried on during such period in accordance with the Progress Schedule. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. Such weather protection shall be consistent with the Progress Schedule, shall permit the continuous progress of the Work necessary to maintain an orderly and efficient sequence of construction operations, shall be subject to the Approval of the Awarding Authority, and shall meet such additional

requirements as may be specified by the Supplementary General Conditions or the Specifications.

16. Furnishings and Equipment.

When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Owner not covered by this Contract, the Contractor shall allow the Awarding Authority to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, or as constituting an acceptance of the whole or any part of the Work. Any furniture or fittings so installed shall be placed in the Work at the risk of the Awarding Authority except that the Contractor shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of Contractor, Subcontractors, their agents and/or employees, or anyone for whose acts Contractor is responsible.

17. Form for Sub-Contract.

The Contractor when subcontracting with sub-bidders filed pursuant to M.G.L. c. 149, s.44F shall use the form for sub-Contract in M.G.L. c. 149, s. 44F(4) (c). The Contractor shall not interpret paragraph 3 of the statutory form of Subcontract to require such sub-bidders to provide insurance with limits higher than the limits that are required by Article XIV of these General Conditions of the Contract assuming that the term "Contractor" refers to the sub-bidder and that the term "Contract Price" refers to the sub-bidder's price stated in paragraph 1 of the statutory form of Subcontract.

18. Sales Tax Exemption and Other Taxes.

All building materials and supplies as well as the rental charges for construction vehicles, equipment and machinery rented exclusively for use on the Site, or while being used exclusively for the transportation of materials for the Work are entitled to an exemption from sales taxes under M.G.L. c. 64H, s. 6(f). The Contractor shall take all action required to obtain the benefit of such sales tax exemption. The Contractor shall bear the cost of any sales taxes that Contractor incurs in connection with the Work and the Awarding Authority shall not reimburse the Contractor for any such taxes. The exemption number assigned to the Contractor as an exempt purchaser shall be provided to the Contractor by the Awarding Authority upon the written request of the Contractor.

19. Final Cleaning.

At the completion of the Work, the Contractor shall remove all waste materials, rubbish, tools, equipment, machinery and surplus materials, and professionally clean all sight-exposed surfaces so that the Work is clean and ready for use.

20. Maintenance Data.

Subject to such additional requirements as may be provided in the Supplementary General Conditions or Specifications, the Contractor shall compile 3 complete and identical binders of operating and maintenance data for the entire Work. The Contractor shall submit record maintenance data to the Designer for approval, shall submit approved maintenance data to the Awarding Authority, and shall instruct and train the User Agency's personnel in proper inspection and maintenance procedures.

21. Closeout Procedures.

The Contractor shall take all actions and submit all items required for the issuance of the Certificate of Use and Occupancy and Final Acceptance as specified in the Contract Documents.

22. Risk of Loss.

The Contractor shall bear all risk of loss to the Work during the term of the Contract except for any portion of the Work as to which the Certificate of Agency and Occupancy has been issued pursuant to Article VI of these General Conditions of the Contract. Nothing herein shall limit the Contractor's responsibilities under Article IX or XV of these General Conditions of the Contract.

ARTICLE V: MATERIALS AND EQUIPMENT

1. Materials Generally.

- A. Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform himself as to, and shall comply with, the provisions of M.G.L. c. 7, s. 23A, as amended, and shall abide by the same and all applicable rules, regulations and orders made thereunder in relation to the purchase of supplies and materials in the execution of the Work, including the provisions of M.G.L. c.7, s. 22, paragraph 17 which provides that there be *"a preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the Commonwealth, and, second, of supplies and materials manufactured and sold elsewhere within the United States."*

2. Shop Drawings, Product Data, and Samples.

- A. Except as otherwise specified in the Supplementary General Conditions or Specifications, the Contractor shall furnish to the Designer all samples of the materials to be used in the execution of the Work as required by the Contract Documents. The Contractor shall furnish to the Designer in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams which may be necessary for acquiring and installing materials. These shall be reviewed as required by the Designer. A minimum of four (4) copies shall be submitted for final approval, one of which shall be returned to the Contractor, one to the Resident Engineer, one to the Awarding Authority and one filed with the Designer. The inspection and approval by the Designer of Shop Drawings, etc. shall be general and shall in no way relieve the Contractor from responsibility for proper fitting, coordinating, construction, and construction sequencing. The Contractor shall furnish to the Designer such information and vouchers relative to the Work, the materials therefor, and the persons employed thereon, as the Designer shall from time to time request.
- B. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the

Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

- C. The Contractor shall review, approve, and submit to the Designer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Awarding Authority or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents or which do not comply with the Contract Documents may be returned without action. The Contractor's attention is directed to the provisions of Section 4 of this Article V and to the Specifications.
 - D. The Contractor shall prepare and keep current for the Designer's approval a schedule of submittals which is coordinated with the Progress Schedule and allows the Designer reasonable time to review submittals.
 - E. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Designer. Such Work shall be in accordance with Approved submittals.
 - F. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
 - G. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Designer in writing of such deviation at the time of submittal and the Awarding Authority has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Designer's or the Awarding Authority's actions.
 - H. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Designer on previous submittals.
 - I. Informational submittals upon which the Designer is not expected to take responsive action may be so identified in the Contract Documents.
 - J. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
 - K. Materials furnished or used or employed under the Contract must be equal in quality to the samples furnished and be satisfactory to the Designer.
3. Tests.
- A. Any material to be used in the Work may be tested or inspected at any time by the Designer with the prior Approval of the Awarding Authority and may be rejected if it fails to comply with specified tests. The Awarding Authority shall pay for all testing

of specified material. If the Contractor requests permission to use a material that was not specified, then the Contractor shall pay for such testing. The cost of testing of materials that fail the testing criteria shall be borne by the Contractor.

- B. The Contractor shall notify the Designer and the Awarding Authority of the proposed sources of materials in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The Contractor shall have no claim arising from Contractor's failure to designate the proposed source or to order the material in time for adequate testing and inspection. Necessary arrangements shall be made to permit the Designer to make factory, shop or other inspection of materials or equipment ordered for the Work in process of manufacture or fabrication, or in storage elsewhere than the Site.

4. "Or Equal" Submissions.

- A. Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or Approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if in the opinion of the Awarding Authority (a) it is at least equal in quality, durability, appearance, strength and design, (b) it performs at least equally the function imposed in the general design for the Work, and (c) it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications. Any structural or mechanical changes made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the Contractor. "Approved equal" shall mean an item with respect to which the Awarding Authority shall have issued a written statement to the Contractor to the effect that the item is, in the Awarding Authority's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.
- B. The Contractor shall be responsible for providing the Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.
- C. Whenever the Contractor submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the Contractor maintain a claim for delays based upon the Designer's review of such substituted materials if the Contractor has failed to comply with the one hundred twenty (120) day submission requirement.
- D. The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the General Bid (the "Bid Pricing Materials") for at least six years after the Awarding Authority makes Final Payment under this Contract. No increase in the Contract Price shall be allowed for any material later found to have been improperly rejected as not being equal unless the Contractor can show persuasive evidence that the rejection increased the Contractor's costs over those provided for in the Bid Pricing Materials, net of all savings the Contractor obtained by substituting other "or-equal" items. Without limiting the foregoing, if the Awarding Authority rejects a proposed substitution on the basis that the item is not equal and if after the Contractor complies with the appeal procedures required by law, local regulation, and by the Contract Documents, the appropriate authority finds that the proposed substitution was equal, the Contract Price may be increased only to the extent that (1) the item that the Contract Documents specifically require costs more

than the item later approved as equal, (2) the Bid Pricing Materials prove that the Contractor calculated its bid using the cost of the item later found as equal, (3) any increase is reduced by any cost that the Contractor would have incurred for structural or mechanical changes necessary to accommodate the substitute item, (4) the Contractor shall not be entitled to any adjustment for overhead and profit, (5) any increase must exceed the aggregate amount that the Contractor saved using products or materials that the Awarding Authority approved as equal under this Contract. In calculating the Contractor's aggregate saving under the preceding clause (5), the Contractor shall provide the Awarding Authority with the Bid Pricing Materials and a calculation based on the Bid Pricing Materials that compare the price (stated in the Bid Pricing Materials) of each item replaced with an "or equal" item, with the cost of the approved equal item, specifically describes all costs that Contractor would have incurred making structural or mechanical changes to include within the Work the item later found to have been improperly rejected and copies of all plans, specifications, shop Drawings, and other design documents that the Awarding Authority deems necessary or desirable.

5. Delivery and Storage of Materials; Inspection.

- A. Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time and so that their security, quality, and fitness of the materials for the Work is preserved.
- B. Materials stored off Site shall be insured and stored at the expense of the Contractor so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the Contractor's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.
- C. Expenses for inspection of material by the Designer and/or the Awarding Authority personnel including travel, quarters, and subsistence shall be borne by the Contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the Awarding Authority precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the Awarding Authority. If the Contractor requests an inspection of material stored outside the Commonwealth of Massachusetts, the Awarding Authority will initially pay for all expenses of inspecting the material incurred by the Designer and/or Awarding Authority's personnel including travel, quarters, and subsistence. The Awarding Authority will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order for the amount of those expenses.
- D. Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.
- E. All storage sites shall be restored to their original condition by the Contractor at the Contractor's expense.
- F. The Contractor shall take charge of and be liable for any loss of or injury to the materials for his use delivered to or in the vicinity of the place where the Work is

being done, whether furnished by the Owner or otherwise; the Contractor shall notify the Designer as soon as any such materials are so delivered, allow them to be examined by the Designer, and furnish workers to assist therewith.

6. Defective, Damaged, or Deteriorated Materials and Rejection Thereof.

The Designer may reject materials if the Designer reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The Contractor at its own expense shall remove rejected materials from the Work. No rejected material, the defects of which have been subsequently corrected, shall be used except with the written permission of the Designer. Should the Contractor fail to remove rejected material within a reasonable time, the Designer and/or Awarding Authority may, in addition to any other available remedies, remove and/or replace the rejected material, and to deduct the cost of such removal and/or replacement from any moneys due or to become due the Contractor. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the Contractor of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the Contractor any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the Owner.

ARTICLE VI: PROSECUTION AND PROGRESS

1. Beginning, Progress Schedule, and Completion of Work.

- A. The Contract time shall commence upon the date specified in the Notice to Proceed. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Awarding Authority.
- B. Within ten days after the Work has commenced, the Contractor shall submit to the Designer and to the Awarding Authority, a progress schedule for the term of the Contract as required by the Contract Documents, showing in detail his proposed progress for the construction of the various parts of the Work and the proposed times for receiving required materials. Upon Approval by the Awarding Authority, said schedule shall constitute the Progress Schedule. The Contractor shall at the end of each month, or more often if required, furnish to the Designer and to the Awarding Authority a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the Progress Schedule.
- C. Time is of the essence of this Contract. The Work shall be completed within the time specified in Article 2 of the Owner - Contractor Agreement. Should the Contractor require additional time to complete the Work, the Contractor shall document the reasons therefor and submit a written request for an extension of time within 20 days of the occurrence of the event alleged to be the cause of the delay, as provided in this Article and in Article VII of these General Conditions of the Contract. Failure to submit said written request within the time required by the preceding sentence shall

preclude the Contractor from subsequently claiming any time extension due to said delay.

- D. If, in the opinion of the Designer or the Awarding Authority, the Contractor fails to comply with the Progress Schedule, the Awarding Authority may give the Contractor a notice specifying the time limits and performance standards that the Contractor is failing to meet whereupon (1) the Contractor shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the Contractor any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (2) at Contractor's sole cost increase the work force, equipment and plant, or any of them, employed on the whole or any part of the Work, to the extent required by such notice, and employ the same from day to day until the completion of the Work or such part thereof, or until the failure regarding the rate of progress, in the opinion of the Designer or the Awarding Authority, shall have been sufficiently corrected.
- E. If, in the opinion of the Awarding Authority, the Contractor fails to comply with the Progress Schedule, and whether or not the Awarding Authority shall have given the Contractor a notice described in D above, the Awarding Authority may (but shall not be required to) give the Contractor notice of such failure and five days to cure the same. Unless the Contractor shall within that five days take all necessary steps to do so (including, if the Awarding Authority requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the Awarding Authority the failure is corrected, the Awarding Authority may at the Contractor's expense and without terminating this Contract take exclusive or joint possession of all or a portion of the Site and employ and direct the labors of existing or such additional forces, equipment and plant as may in the Designer's or Awarding Authority's opinion be necessary to insure the completion of the Work or such part thereof within the time specified in the Contract Documents or at the earliest possible date thereafter. The Awarding Authority may exercise its rights under this Article at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the Contractor to discontinue the Work at any time thereafter. The Contractor shall continue to perform the remaining Work under this Contract even if the Awarding Authority elects to have another contractor perform a portion of the Work under this Article.
- F. The Awarding Authority shall deduct the cost of any actions the Awarding Authority takes under this Article from any amount then due or which might have become due to the Contractor under this Contract had the Contractor performed as required. On demand, the Contractor shall pay the Awarding Authority any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. The Awarding Authority's sole goal will be to complete the Work that it elects to complete within the time limits stated in the Contract or at the earliest possible date thereafter. Consequently, the Awarding Authority shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof. The Awarding Authority's election to complete all or part of the Work shall not release the Contractor from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the Contractor to a claim for an increase in the Contract Price or an extension of the time for completing the Work. If the cost that the Awarding Authority incurs in

completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the Awarding Authority will pay or credit the difference to the Contractor, less any other costs and expenses that the Awarding Authority incurs, including the cost of supervision, and the Designer's and attorneys' fees and costs.

2. Failure to Complete Work on Time - Liquidated Damages.

- A. If liquidated damages are specified in the Owner - Contractor Agreement, the Awarding Authority has determined that its damages as a result of Contractor's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Use and Occupancy will be difficult or impracticable to ascertain. Accordingly, if the Work is not completed to such point by the date specified in this Contract, the Contractor shall pay to the Awarding Authority the sum designated as liquidated damages in the Contract for each and every calendar day that the Contractor is in default in completing the Work to such point. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to the Awarding Authority and/or the User Agency resulting solely from the fact that the Work is not completed on time.
- B. Similarly, if the Contract states that by a specified date a designated portion of the Work shall be prosecuted to the point at which it qualifies for the issuance of a Certificate of Use and Occupancy, and if such portion has not been prosecuted to such point by said date, the Contractor shall pay to the Awarding Authority the sum designated in the Contract for each calendar day that the Contractor is in default in completing such portion of the Work to such point. Such moneys shall also be paid as liquidated damages not as a penalty, to cover losses and expenses to the Owner resulting solely from the fact that the Work is not completed on time.
- C. The Awarding Authority may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Awarding Authority the amount due.
- D. Permitting the Contractor to continue and finish the Work or any portion of it after the time fixed in the Contract for its completion shall not be deemed as a waiver of any of the Owner's rights hereunder, at law or in equity.
- E. Liquidated damages or a portion thereof may be waived by the Awarding Authority if the Contractor submits evidence satisfactory to the Awarding Authority that the delay was caused solely by conditions beyond the control of the Contractor and that the Awarding Authority has not suffered any damages as a result of said delay.
- F. Failure by the Awarding Authority to specify a sum as liquidated damages in the Owner - Contractor Agreement, or the insertion of "N/A" or "none" in the space provided therein for liquidated damages, shall not be deemed a waiver of the Awarding Authority's right to recover actual damages arising from the Contractor's failure to complete the Work on time.

3. Delays.

- A. Notwithstanding any provision of this Contract to the contrary, the Contractor shall not be entitled to increase the Contract Price or to receive damages on account of any hindrances or delays, avoidable or unavoidable; but if any delay is caused in the

opinion of the Designer by the Awarding Authority, the Contractor shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of the Designer for the Contractor to complete the Work. Although no delay shall increase the Contract Price, the Awarding Authority may require that any change in the date by which the Contractor must complete all or any part of the Work be processed on a standard Change Order form.

4. Use and Occupancy Prior to Final Acceptance.

- A. The Contractor agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by the Awarding Authority.
- B. The Awarding Authority will cooperate with the Contractor with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Contractor's Work provided that they do not interfere with the proper functioning of the facility.
- C. The Contractor shall not be responsible for wear and tear or damage resulting solely from temporary occupancy.
- D. Use and occupancy of any part of the Work prior to Final Acceptance by the Awarding Authority shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance (to the extent that insurance is required to be maintained after Substantial Completion) required by this Contract.

5. Certificate of Use and Occupancy.

- A. When the Work, or portion thereof which the Awarding Authority agrees to accept separately has reached the state of Substantial Completion as shown on Approved payment request, the Contractor shall develop, with the participation of the Designer and the Awarding Authority, the Punch List identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract.
- B. Before the Work shall be deemed completed to the point where it is ready for the issuance of a Certificate of Use and Occupancy, the Contractor shall:
 - (1) Provide Contractor's proposed Punch List containing a statement of the reason for each item listed thereon;
 - (2) Advise the Awarding Authority of proposed changes in insurance in accordance with the provisions of this Contract, and provide to the Awarding Authority evidence of Contractor's Completed Operations insurance coverage to the extent required by the Contract Documents;
 - (3) Execute and submit a notarized warranty on a form provided by the Awarding Authority meeting the requirements of Article IX of these General Conditions of the Contract, to commence upon the date of the issuance of the Certificate of Use and Occupancy for the Work or the designated portion thereof, unless otherwise provided in the Certificate of Use and Occupancy;
 - (4) Submit signed special warranties and warranties of longer than one year as required by the Contract Documents;
 - (5) Submit signed maintenance agreements for all portions of the Work specified to receive maintenance after the issuance of the Certificate of Use and Occupancy;

- (6) Submit all preliminary record Drawings the Awarding Authority and Designer written acknowledgements from appropriate User and documents and framed data in the forms required by the Contract Documents;
 - (7) Complete all items required to be completed by the Department of Public Safety and obtain certification from the departments having jurisdiction over the work, and similar releases which permit the Awarding Authority full and unrestricted use of the areas claimed to be ready for occupancy;
 - (8) Deliver specified maintenance stocks of materials, required spare parts, and all special tools furnished by manufacturers to persons designated by the Awarding Authority and obtain written receipts for same;
 - (9) Make final changes of lock cylinders or cores and advise the Awarding Authority of the change of project security responsibility;
 - (10) Complete start-up of systems and instruct User Agency personnel on proper operation and routine maintenance of all systems and equipment; obtain and submit to Agency personnel that start-up and instruction have been completed;
 - (11) Remove all remaining temporary facilities that are no longer needed, surplus materials, and debris; (the Contractor shall not remove construction offices and trailers without the prior Approval of the Awarding Authority);
 - (12) Submit final utility meter readings and similar information and advise the User Agency and the Awarding Authority of the change of responsibility for utility charges and payments upon the issuance of the Certificate of Use and Occupancy;
 - (13) Complete final clean-up of all Work, restoration of damaged finishes, and replacement of all damaged and broken glass not listed on the Contractor's Punch List.
 - (14) Complete such other items as may be called for in the Supplementary General Conditions, if any, or in the Specifications.
- C. After completing the items specified in subsection A above, the Contractor shall make a written request for the Designer's inspection for a Certificate of Use and Occupancy in accordance with the Contract Documents. The Designer shall review the submittals and the Work and shall either 1) sign a Certificate of Use and Occupancy or 2) notify the Contractor of incomplete and/or incorrect Work that must be completed and corrected prior to the issuance of the Certificate of Use and Occupancy. The Designer shall notify the Contractor of any additions to the Punch List. In connection with the execution of the Certificate of Use and Occupancy the Designer shall assign dollar values to each item on the Punch List. Failure to include any incomplete or defective item on the Punch List shall not relieve the Contractor of the obligation to complete all Work in accordance with the Contract Documents.
6. Final Acceptance of the Work.
- A. Prerequisites for Final Acceptance. After the issuance of a Certificate of Use and Occupancy for the entire Work, and after the Contractor has completed all of the Work required by this Contract, including Change Orders and Punch List Items, the Contractor shall submit the following completed items to the Awarding Authority together with such additional items as may be specified in the Contract Documents:

- (1) A completed Final Application for Payment showing a final accounting of all changes in the Work, on the form provided by the Awarding Authority.
- (2) Certification and satisfactory evidence that all taxes, fees, and similar obligations have been paid.
- (3) Consent of the Surety to Final Payment executed by applicable bonding companies.
- (4) Certified copy of the Punch List stating that the Contractor has completed or corrected every item listed.
- (5) Evidence of Contractor's continuing Completed Operations Insurance coverage to the extent required by the Contract Documents.
- (6) All final record Drawings and documents in the forms specified by the Contract Documents.
- (7) A notarized certification that all purchases made under the tax exemption certificate were legitimate and entitled to exemption.
- (8) Written certifications from the departments having jurisdiction over the work and the Designer to the effect that: a) the Work has been inspected for compliance with the Contract Documents; b) all equipment and systems included in the Work have been tested in the presence of the Designer and are operational and satisfactory; c) the Work is completed and ready for final inspection.
- (9) Such other items as may be required by the Contract Documents.

B. Reinspection; Final Acceptance. After notification from the Contractor that all remaining contract exceptions, omissions and incompletions have been completed (with the exception of Contractor's continuing warranty, insurance, indemnification, and such other obligations as are intended by the terms of the Contract Documents to extend beyond the date of Final Acceptance), the Awarding Authority and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the Awarding Authority shall prepare a Certificate of Final Acceptance or shall notify Contractor of items which remain to be completed prior to Final Acceptance.

7. One-Year Warranty Repair List and Inspection.

Approximately 30 days prior to the expiration of the comprehensive one-year warranty period, the Contractor shall schedule an appointment with the Awarding Authority for a re-inspection of the Work with the Awarding Authority, and shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, the Awarding Authority shall issue a "Warranty Repair List" of items to be corrected by the Contractor. The Contractor shall make the repairs and/or replacements listed within 30 days of the issuance of the Warranty Repair List unless otherwise agreed by the Awarding Authority in writing.

ARTICLE VII: CHANGES IN THE WORK

1. Change Orders Generally.

A. No changes in the Work shall be made in absence of a Change Order (sometimes called a "Notice to Proceed") defined in Article I of these General Conditions of the Contract, directing the Contractor to perform such changes. A request for a change in

the provisions of this Contract may be submitted to the Awarding Authority by the Contractor, Designer, Project Manager, Resident Engineer or User Agency. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of the Awarding Authority.

- B. Change Order may be issued by the Awarding Authority for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services or Site; (4) the schedule for performance of the Work.
- C. The Contractor shall immediately perform any Change Order work that is ordered by the Awarding Authority.
- D. Whenever a Change Order is issued and said Change Order will cause a change in the Contractor's cost, the Contractor or the Awarding Authority may request an equitable adjustment in the Contract Price. A request for such an adjustment shall be in writing and shall be submitted by the party making such claim to the other party before commencement of the pertinent work or as soon thereafter as possible.
- E. The Awarding Authority and the Contractor shall negotiate in good faith an agreement on an equitable adjustment in the Contract Price, and/or time if appropriate, before commencement of the pertinent work or as soon thereafter as is possible. In the absence of an agreement for an equitable adjustment, the Awarding Authority shall unilaterally determine the costs attributable to the change and provide the Contractor with a written notice to that effect. The Contractor may appeal the decision of the Awarding Authority within thirty days of receipt of said notice, to the chief executive official of the Awarding Authority or his designee, and the Contractor shall have the right to such further appeal as is provided in M.G.L. c.30, s. 39Q set forth in Section 4.D of this Article VII. However, if the Contractor shall exercise its rights to appeal the decision of the Awarding Authority as aforesaid, the Contractor shall be required to engage in the mandatory mediation procedures set forth in Section 5 of this Article VII.
- F. During the negotiation of an equitable adjustment in the Contract Price, the Contractor shall, if requested, provide the Awarding Authority with all cost and pricing data used by him in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete and current. If the Awarding Authority subsequently determines that the data submitted by the Contractor was incomplete, incorrect or not current, the Awarding Authority may exclude such data from consideration under the equitable adjustment request.

2. Methods of Computing Equitable Adjustments.

- A. Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the Awarding Authority:
 - (1) fixed price basis, provided that the fixed price shall be inclusive of items (a) through (e) below and shall be computed in accordance with those provisions;
 - (2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;

(3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:

- a. the direct cost (or credit) for labor at the minimum wage rates established for this Contract pursuant to M.G.L. c. 149, s 26-27H, and the direct cost for material and use of equipment;
- b. plus (or minus) the cost of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation, or as an alternative the Contractor may elect to use a flat 30% of the total labor rate computed in accordance with subparagraph (a) above;
- c. plus an allowance equal to 20% of the amount of (a) above for overhead, superintendence and profit;
- d. plus (or minus) the actual direct additional premium costs and expenses incurred as a result of collective bargaining agreements or other agreements between organized labor and employers, and plus (or minus) the actual direct premium cost of payment and performance bonds required of Contractor and filed Subcontractors for this Contract.

(4) Contractor and subcontractors are required to anticipate annual updated prevailing wage schedules in accordance with G.L. c149, §27 and shall not be entitled to claim additional compensation for base bid contract work due to updated prevailing wage schedules.

B. If the net change is an addition to the Contract Price, it shall include the Contractor's overhead, superintendence and profit. On any change that involves a net credit, no allowance for overhead, superintendence and profits shall be included. For any change that does not include labor performed or materials installed in the project, there will be no markup for the Contractor's overhead, superintendence, and profit, even though there may be a net increase in the Contract Price. Charges for small tools known as "tools of the trade" are not to be computed in the amount of any change in the Contract Price.

C. Statutory Contract adjustments made under the provisions of M.G.L. c. 149, s.44F shall not be considered Change Orders and shall not entitle the Contractor to any adjustments for overhead, profit, and superintendence, although the Awarding Authority may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.

3. Work Performed Under Protest.

The Contractor agrees to perform all Work as directed by the Awarding Authority, and if the Project Manager determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Project Manager's determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following sub-paragraphs (1) and (2) below:

- (1) If the Contractor claims compensation for a change in the Work that is not deemed by the Project Manager to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall on or before the first working day following the commencement of any such work or the sustaining of any such damage submit to the Designer, Resident Engineer and the Awarding Authority a

written statement of the nature of such work or claim. The Contractor shall not be entitled to additional compensation for any work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

- (2) On or before the second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Resident Engineer, the Designer, and the Awarding Authority, itemized statements of the details and costs of such work performed or damage sustained. If the Contractor shall fail to make such statements to the extent possible, then the Contractor shall not be entitled to additional compensation for any such work or damages.

4. False Claims, Statutory Provisions Regarding Changes.

- A. Criminal Penalties: The Contractor's attention is directed to M.G.L. c. 30, s. 39I which provides criminal penalties for unauthorized deviations from the Plans and Specifications, and to M.G.L. c. 30, s. 39J and M.G.L. c. 7, s. 42E-42I. The Contractor's attention is also directed to M.G.L. 266, s. 67B which provides criminal penalties for false claims by Contractor under this Contract:

"Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two and one-half years, or both."

- B. Differing Site Conditions (M.G.L. c. 30, s. 39N): *"If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."*
- C. Timely Decision By Awarding Authority(M.G.L. c. 30, s. 39P): *"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of*

equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."

- D. Change Order / Contract Interpretation Appeal Procedure (M.G.L. c. 30, s. 39Q): The following provisions apply to every contract awarded by any state agency as defined by M.G.L. c. 7, s. 39A for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section 39A:

"(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

"(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefore, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his/her designee shall be final and conclusive unless an appeal is taken as provided below.

"(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a

request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, s/he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

"(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud."

5. Mandatory Mediation.

In the case of every dispute where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is \$50,000 or more and the Contractor appeals the decision of the chief executive officer of the Awarding Authority or his designee described in Section 4.B above, the Awarding Authority and the Contractor shall engage in good faith in a non-binding mediation process, which process shall be concluded within sixty days from the date that the Contractor files an appeal from said decision as provided in Section 4.B above. In the case of such disputes where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is \$500,000 or more, the parties shall, if the mediation process fails, submit the dispute to a third-party Neutral or Dispute Review Board which shall within sixty days render a non-binding advisory opinion. Unless the parties have previously agreed in writing to a process for submitting disputes to mediation or a Dispute Review Board, the Awarding Authority shall determine in its reasonable discretion the procedures to be followed and shall give the Contractor notice of the same in writing within 7 days of the date that the Awarding Authority receives notice of the Contractor's appeal from the decision of the chief executive officer of the Awarding Authority or his designee. The cost of the services of any mediator selected by one party to this Contract shall be borne by the party making the selection. The cost of the services of any mediator selected jointly by the parties to this Contract or jointly by mediators selected by the parties to this Contract shall be borne equally by the Contractor and the Awarding Authority.

ARTICLE VIII: PAYMENT PROVISIONS

1. Schedule of Values.

Before the first application for payment the Contractor shall submit to the Designer and the Awarding Authority a schedule of values allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade, including quantities when requested, aggregating the total Contract Price and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Designer or the Awarding Authority may require. Each item in the schedule shall include its proper share of overhead and profit. When Approved by the Designer and the Awarding Authority, it shall

constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments.

2. Payment Liabilities of Contractor.

- A. The Contractor shall pay to the Owner all expenses, losses and damages, as determined by the Awarding Authority or the Designer, incurred in consequence of any default, defect, omission or mistake of the Contractor or his employees or Subcontractors or the making good thereof.
- B. If the Work (or a portion thereof) is not completed to Substantial Completion and the Contractor has not satisfied the requirements for the issuance of a Certificate of Use and Occupancy by the date specified in Article 2 of the Owner - Contractor Agreement, the Contractor shall pay to the Owner liquidated damages as provided in Article VI, Section 2 of these General Conditions of the Contract.

3. Retention of Moneys by Awarding Authority.

- A. The Awarding Authority may keep any moneys which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefor, to (1) the Owner's expenditures for the Contractor's account, (2) to secure the Awarding Authority's remedies against the Contractor for the Contractor's breach of its obligations under this Contract or the breach of any person performing any part of the Work and (3) the payment of any expenses, losses or damages incurred by the Awarding Authority or any agency of the Commonwealth as a result of the failure of the Contractor to perform its obligations hereunder. The Awarding Authority may retain, until all claims are settled, such moneys as the Awarding Authority estimates to be the fair value of the Awarding Authority's claims against the Contractor, and of all claims for labor performed or furnished and for materials used or employed in or in connection with the Work and for the rental of vehicles, appliances and equipment employed and for the employment of substitute contractors and labor in connection with the Work filed in accordance with M.G.L. c. 30, s. 39A and s. 39F. The Awarding Authority may make such settlements and apply thereto any moneys retained under this Contract.
- B. The Contractor shall each week examine all claims so filed, and if the same are in any respect incorrect or do not correctly show the amount due from the Contractor to the claimant for such labor and materials, the Contractor shall forthwith file with the Awarding Authority a separate written statement of all inaccuracies in each claim and of the correct amount due from the Contractor to each claimant therefor, and shall immediately file a statement of all payments thereafter made to such claimants. Each such statement shall be sworn to and contain a detailed breakdown required by M.G.L. c. 30 s. 39F (d) and (e). Unless such statements are so filed by the Contractor the amount shown by the claims filed shall at the option of the Awarding Authority be conclusively deemed to be the accurate amount due from the Contractor therefor in all accounting with the Awarding Authority. If the moneys retained under this Contract are insufficient to pay the sums found by the Awarding Authority to be due under the claims for labor and materials filed as aforesaid, the Awarding Authority may, at its discretion, pay the same, and the Contractor shall repay to the Awarding Authority all sums paid out. The Awarding Authority may also at its discretion use any moneys retained, due or to become due under this Contract, for the purpose of paying for both labor and materials used or employed in the Work for which claims have not been filed with the Awarding Authority.

4. Applications for Payment.

- A. The Contractor shall, once in each month on the day of the month corresponding to the day of the month specified in the Notice to Proceed referenced in Article 2 of the Owner - Contractor Agreement, on forms provided and in the manner prescribed by the Awarding Authority, submit to the Awarding Authority a statement showing the total amount of Work done to the time of such estimate and the value thereof as approved by the Resident Engineer and the Designer. It shall be the sole responsibility of the Contractor to deliver or cause to be delivered to the Resident Engineer (the "designee" as provided by M.G.L. c. 30, s. 39K), said periodic estimate in proper form, approved as provided above and arithmetically correct. All periodic estimates shall contain such certifications and other evidence supporting the Contractor's right to payment as the Awarding Authority may require, including without limitation, lien waivers and other evidence, on such forms as the Awarding Authority may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the Owner. If there is no Resident Engineer assigned to the Contract, the Designer shall be the designee. If there is neither a Resident Engineer nor a Designer the designee shall be a person designated by the Awarding Authority at the project field office or alternatively the home office of the Awarding Authority. The Contractor shall include in such periodic estimate only such materials as are incorporated in the Work, except as provided in paragraph C below. The Awarding Authority shall retain five percent of such estimated value as part security for the completion of the Work and shall pay to the Contractor while carrying on the Work the balance not retained as aforesaid, subject to the Approval of the Awarding Authority after deducting therefrom all previous payments and all sums to be kept under the provisions of this Contract.
- B. Each periodic estimate shall constitute the Contractor's representation that (1) the payment then requested to be disbursed has been incurred by the Contractor on account of the Work and is justly due to subcontractors or, to the Contractor in the case of other Work performed by the Contractor on account thereof, (2) the materials, supplies and equipment for which Application for Payment is being submitted have been installed or incorporated into the Work or have been stored at the Site or at such off Site storage locations as the Awarding Authority shall have Approved, (3) the materials, supplies and equipment are insured in accordance with the provisions of this Contract, (4) the materials, supplies and equipment are owned by the Owner and are not subject to any liens or encumbrances, (5) the Work which is the subject of such periodic estimate has been performed in accordance with the Contract Documents and (6) that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of such periodic estimate. The Contractor's attention is directed to the criminal penalties for false claims referenced in paragraph A above.
- C. The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing) only upon delivery to the Awarding Authority of: (1) an acceptable transfer of title on the form provided by the Awarding Authority; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Awarding Authority that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials; (3) a stored materials insurance binder that covers the materials for which payment is requested, that

names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the requirements of the Contract, including prior shop drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the Contractor and be adequately protected until incorporated into the Work. See also Article V.5.C of these General Conditions of the Contract concerning the cost of inspections.

- D. The Awarding Authority may make changes in any periodic estimate submitted by the Contractor in accordance with M.G.L. c.30, s. 39K (see below) and the payment due shall be computed in accordance with the changes so made. The provisions of said section 39K shall govern payments on which the Awarding Authority has made changes.
- E. No certificate for payment and no progress payment shall constitute acceptance of Work that is not in accordance with the Contract Documents.
- F. The Contractor and all Subcontractors furnishing labor on this Contract agree to furnish certified payroll reports if requested to do so, at no additional expense to the Awarding Authority. The Awarding Authority may at all reasonable times audit such

5. Periodic Payments (M.G. L. c. 30, s. 39K).

The Awarding Authority shall make payment to the Contractor in accordance with M.G.L. c. 30, s. 39K, which provides as follows:

"Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is

delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

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

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and column listing the amount paid to each filed subcontractor as of the date of the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

6. Payment of Subcontractors (M.G.L. c. 30, s. 39F).

The Contractor shall make payments to Subcontractors in accordance with M.G.L c.30, s. 39F which is quoted in this section below. For the purposes of this Contract, the word "forthwith" appearing in paragraph (1)(a) of the quoted provision shall be deemed to mean "within five (5) business days."

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

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

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (1) and (2) the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract

including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (5) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest bearing account or accounts in a bank pursuant to subparagraph (6) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the General contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a General contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (6) are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (1) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (1), the subcontractor may demand direct payment by following the procedure in subparagraph (4) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h)."

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (6) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "subcontractor" as used in this section (1) for contracts awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and received a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded

as provided in paragraph (1) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposit as provided in subparagraph (6) by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (6) by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general Contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (5) and in subparagraph (6).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (5) and in subparagraph (6) any amount held under a trustee writ or pursuant to a restraining order or injunction."

7. Contracts for Public Works Governed by M.G.L. c. 30, s. 39G:

The following statutory provision applies only to contracts for public works governed by M.G.L. c. 30, s. 39G: "Upon substantial completion of the work required by a Contract with the Owner, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges, and other highway structures, sewers and water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the Contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such a list a notice setting forth a reasonable time, which shall not in any event be prior to the Contract

completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage of that undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payments filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no Contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the Contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then Contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the Contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor

for acceptance or the date of payment therefore, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the Contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the Site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on the estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the Contract has been completed except for work having a Contract Price of less than one percent of the then adjusted total Contract Price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract”

8. Final Payment; Release of Claims by Contractor.

Upon Final Acceptance of the Work the Contractor shall be entitled to payment of the balance of the Contract Price. Final payment shall be as provided in this Article above and in accordance with any process set forth in the *Supplementary General Conditions*. The Contractor agrees to execute a Certificate of Final Inspection, Release (with Contractor's own exceptions listed thereon) and Acceptance as a condition precedent to Final Payment.

The acceptance by the Contractor of the Final Payment made as aforesaid, or the execution of the Certificate of Final Acceptance by the Contractor, shall constitute a release of the Owner, the Awarding Authority, the Designer, and every member and agent of any of them, from all claims of and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the Owner, the Designer, or of any person relating to or affecting the Work, except the claim against the Owner or the Designer for the remainder, if any there be, of the amounts set forth by the Contractor in the Certificate of Final Inspection, Release and Acceptance. Final Acceptance shall not relieve Contractor of the requirements of Articles IX, XIV, and XV of these General Conditions of the Contract, or of other provisions of this Contract, to the extent that the same are intended to survive Final Acceptance.

ARTICLE IX. GUARANTEES AND WARRANTIES

1. General Warranty.

A. If at any time during the period of one (1) year from the date of the issuance of the Certificate of Use and Occupancy by the Awarding Authority or the date of Final Acceptance, whichever occurs first, any part of such Work shall in the reasonable opinion of the Awarding Authority be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, the Awarding Authority shall notify the Contractor in writing to make the required repairs or replacements and repair such damage. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction to the Awarding Authority within ten (10) days from the date of the giving of such notice, then the Awarding Authority may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Awarding Authority all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period any corrective work shall be performed under all the applicable terms of this Contract, and if Change Orders are issued in accordance with the terms of this Contract, the Contractor shall be entitled to compensation for special insurance, as required. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2. Special Guarantees and Warranties.

- A. The Contractor's obligation to correct Work as set forth in paragraph 1 above is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various sections of the Specifications.
- B. Guarantees and warranties required in the various sections of the Specifications must be delivered to the Designer before final payment to the Contractor may be made, or in the case of guarantees and warranties which originate with a subcontractor's section of the Work, before final payment for the amount of that subtrade or for the phase of Work to which the guarantee or warranty relates.
- C. The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents.

ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS.

1. Contractor to be Informed.

The Contractor shall inform itself of all existing and future Laws 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 of all orders and decrees of bodies or tribunals having any applicable jurisdiction or authority over the Work.

2. Compliance with all Laws.

The Contractor shall cause all persons employed in the performance of the Work to comply with, all existing and future Laws, including but not limited to those set forth below:

- A. Corporate Disclosures. The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, s.3 and s. 5, and M.G.L. c. 30, s.39L.
- B. Attention is called to the minimum wage rates required to be paid for all labor on this project. Wage rates are established in schedules issued by the Department of Labor and Workforce Development, in accordance with Section 26A - 27D, or Chapter 149 of the M.G.L., as amended, and the U.S. Department of Labor in accordance with the Davis-Bacon and Related Acts. Said schedule(s) are included in the bid package and the contractor will be responsible for paying the higher of the two rates.
- C. The Awarding Authority is not responsible for any errors, omissions, or misprints in the said schedules. Such Schedule shall continue to be the minimum rate wages payable to workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L c.149, s. 26-27H. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to workers employed in the Work exceeds the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L c.149, s.34B). Mass General Laws c. 149, §27, as amended on August 8, 2008 requires annual updates to prevailing wage schedules for all public construction projects lasting longer than one year. The Contractor is required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The Contractor and all Subcontractors are required to anticipate such annual updated prevailing wage schedules and neither the Contractor nor any Subcontractors shall be entitled to claim additional compensation for base contract work due to updated prevailing wage schedules.
- D. Payroll Records and Statement of Compliance. The Contractor shall comply and shall cause its Subcontractors to comply with Massachusetts General Law c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on the a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Awarding Authority. In addition, the Contractor and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by the Awarding Authority.

ARTICLE XI: INSURANCE REQUIREMENTS

1. Insurance Generally.

- A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.
- B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Awarding Authority, or otherwise acceptable to the Awarding Authority.
- C. Contractor shall submit three originals of each certificate of insurance, acceptable to the Awarding Authority, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Awarding Authority, the Owner and anyone else the Awarding Authority requests as an additional insured as to all policies of liability insurance. Certificates shall specifically note the following:
 - that the automobile liability, umbrella liability and pollution liability policies include the Awarding Authority as an additional insured;
 - that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
 - that the Builders' Risk or Installation Floater is on an all risk basis including earthquake and flood, and includes the Awarding Authority as a named insured or loss payee as their interests may appear; and
 - that none of the coverages shall be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to the Awarding Authority.

Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Awarding Authority shall at all times possess certificates indicating current coverage.

- D. The Contractor shall file one certified complete copy of all policies and endorsements with the Awarding Authority within sixty days after Contract award. If the Awarding Authority is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Awarding Authority attributable thereto.
- E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Awarding Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required below. The Awarding Authority shall not in any instance be

responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

- A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$5,000

- B. This policy shall include coverage relating to explosion, collapse, and underground property damage.
- C. This policy shall include contractual liability coverage.
- D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Awarding Authority. The Contractor shall provide renewal certificates of insurance to the Awarding Authority as evidence that this coverage is being maintained.
- E. If the Work includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.
- F. This policy shall include the Awarding Authority, the Owner and anyone else requested by the Awarding Authority as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.
- G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Awarding Authority and Owner.

3. Automobile Liability.

- A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage	\$1,000,000 combined single limit
---------------------------------	-----------------------------------

- B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Exhibit A to the Owner – Contractor Agreement, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.
- C. The policy shall name the Awarding Authority and Owner as additional insureds.
- D. The policy shall contain a Waiver of Subrogation in favor of the Awarding Authority and Owner.

4. Contractor's Pollution Liability. **WAIVED**

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Awarding Authority and Owner shall be named as an additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

- A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

- B. If specified in Exhibit A to the Owner - Contractor Agreement the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.
- C. The policy shall contain a Waiver of Subrogation in favor of the Awarding Authority and Owner.

6. Builder's Risk/ Installation Floater/Stored Materials. **WAIVED**

- A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage

shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

- B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.
- C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Awarding Authority.
- D. The policy or policies shall specifically state that they are for the benefit of and payable to the Awarding Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Awarding Authority, the Owner, the Contractor, and Subcontractors of any tier as named insured.
- E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.
- F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Awarding Authority and Owner
- G. Coverage shall be maintained until final acceptance by the Awarding Authority and Owner of the Contract and final payment has been made.
- H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$1,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$2,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$5,000,000 per occurrence
\$10,000,001 and over	\$10,000,000 per occurrence

8. Additional Types of Insurance.

The Contractor shall provide such other types of insurance as may be required by Exhibit A to the Owner - Contractor Agreement.

ARTICLE XII: INDEMNIFICATION

1. Generally.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Awarding Authority and Designer and their officers, agents, divisions, agencies, employees, representatives, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to court costs and attorneys' fees, arising out of or resulting from the performance of the Work, including but not limited to those arising or resulting from:

- labor performed or furnished and/or materials used or employed in the performance of the Work;
- violations by Contractor, any Subcontractor, or by any person directly or indirectly employed or used by any of them in the performance of the Work or anyone for whose acts any of them may be liable (Contractor, subcontractor and all such persons herein collectively called "Contractor's Personnel") of any Laws;
- violations of any provision of this Contract by any of Contractor's Personnel;
- injuries to any persons or damage to any property in connection with the Work;
- any act, omission, or neglect of Contractor's Personnel.

The Contractor shall be obligated as provided above, regardless of whether or not such claims, damages, losses and/or expenses, are caused in whole or in part by the actions or inactions of a party indemnified hereunder. In any and all claims by Contractor's Personnel against parties indemnified hereunder, the Contractor's indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article XV.

2. Designer's Actions.

The obligations of the Contractor under Section 1 above shall not extend to the liability of the Designer, its agents or employees, arising out of (i) the preparation or approval of maps, Drawings, opinions, reports, surveys Change Orders, designs or specifications, or (ii) the giving of or the failure to give directions or instructions by the Designer, its agents to employees provided such giving or failure to give is the primary cause of the injury or damage.

3. Survival.

The provisions of this Article XV are intended to survive Final Acceptance and/or any termination of this Contract.

ARTICLE XIII: PERFORMANCE AND PAYMENT BONDS

1. Contractor Bonds.

A. The Contractor shall provide performance and payment (labor and materials) bonds in the form provided by the Awarding Authority, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the Contract Price.

B. If at any time prior to final payment to the Contractor, the Surety:

- is adjudged bankrupt or has made a general assignment for the benefit of its creditors;

- has liquidated all assets and/or has made a general assignment for the benefit of its creditors;

- is placed in receivership;

- otherwise petitions a state or federal court for protection from its creditors; or

- allows its license to do business in Massachusetts to lapse or be revoked;

then the Contractor shall, within 21 days of any such action listed above, provide the Awarding Authority with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the Contractor's expense.

2. Subcontractor Bonds.

A. If the Contractor provided in its General Bid that any or all filed subcontractors shall provide the Contractor with payment and performance bonds for the full amount of their respective Subcontracts, then the costs for said bonds shall be the responsibility of the Contractor.

B. If the Contractor provided in its General Bid that filed Subcontractors shall provide bonds, and subsequently waives the requirement, the Contractor shall give the Awarding Authority a written certification that the Contractor understands that if the filed Subcontractor defaults or is terminated, the Contractor shall have full responsibility for all costs and expenses related to said default or termination but shall be entitled to a credit adjustment to the Contract Price in an amount equal to the bond premium Contractor would have paid had Contractor required the filed Subcontractor to provide such bonds.

ARTICLE XIV: TERMINATION OF CONTRACT

1. Termination for Cause.

- A. The Awarding Authority may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults shall occur and not be cured within three (3) days after the giving of notice thereof by the Awarding Authority to the Contractor and any surety that has given bonds in connection with this Contract:
- (1) The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors;
 - (2) The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Designer has determined that the rate of progress required for the timely completion of the Work is not being met;
 - (3) The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor;
 - (4) All or a part of the Work has been abandoned;
 - (5) The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as expressly permitted in this Contract;
 - (6) The Contractor has failed to comply with Laws;
 - (7) The Contractor fails to maintain, or provide to the Awarding Authority evidence of the insurance or bonds required by this Contract, or
 - (8) The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.
- B. The Awarding Authority shall give the Contractor and any surety notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, the Awarding Authority may, at its option:
- (1) hold the Contractor and its sureties liable in damages for a breach of Contract;
 - (2) notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Owner may designate;
 - (3) complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor;

- (4) require the surety or sureties to complete the Work and perform all of the Contractor's obligations under this Contract.

If the Awarding Authority elects to complete all or any portion of the Work as specified in (3) above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the Awarding Authority may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the Awarding Authority as directed by the Awarding Authority. In such case the Awarding Authority shall not make any further payments to the Contractor until the Work is completely finished. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Site after the Owner has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, after publication of notice thereof at least twice in any newspaper published in the county where the Work is being performed, and the proceeds credited to the Contractor's account; or they may, at the option of the Awarding Authority, be stored at the Contractor's expense subject to a lien for the storage charges.

- C. Damages and expenses incurred under paragraph B above shall include, but not be limited to, costs for the Designer's extra services and Project Representative services required, in the opinion of the Awarding Authority, to successfully inspect and administer the construction contract through final completion of the Work.
- D. Expenses charged under paragraph B above may be deducted and paid by the Awarding Authority out of any moneys then due or to become due the Contractor under this Contract.
- E. All sums damages, and expenses incurred by the Owner to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

2. Termination For Convenience.

- A. The Awarding Authority may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.
- B. In case of such termination without cause, the Contractor shall be paid:
 - (1) all sums due and owing under this Contract through the date of termination, including any retainage withheld to the date of termination, less any amount which the Awarding Authority determines is necessary to correct or complete the Work performed to the date of termination; plus (2) a reasonable sum to cover the expenses which Contractor would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, termination fees payable to Subcontractors.
- C. The payment provided in paragraph B above shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors,

and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

3. Contractor's Duties Upon Termination For Convenience.

Upon termination of this Contract for convenience as provided in Section 2 of this Article, the Contractor shall: (1) stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the Site to the Awarding Authority in a safe condition; (5) transfer to the Awarding Authority all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, specifications and other information and documents used in connection with this Contract.

ARTICLE XV: MISCELLANEOUS PROVISIONS

1. No Assignment by Contractor.

The Contractor shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work or any part thereof, without the previous written consent of the Awarding Authority and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or Contractor's claims hereunder, unless with the like consent of the Awarding Authority, whether said assignment is made before, at the time of, or after the execution of the Contract. The Contractor shall remain responsible for satisfactory performance of all Work sublet or assigned. Consent of the Awarding Authority shall not be deemed to constitute a representation or waiver of any right hereunder by the Awarding Authority as to the qualifications or the responsibility of the Contractor or Subcontractor(s).

2. Non-Appropriation.

If the Awarding Authority is unable to obtain an appropriation of funds sufficient to discharge the Awarding Authority's obligations under this Agreement for any fiscal year during the term of this Agreement, the Awarding Authority shall not be obligated to make any further payments, and this Agreement may be terminated immediately by either the Awarding Authority or the Contractor, provided that the Awarding Authority shall make payment to the Contractor for obligations incurred during the period for which funding was included in an annual or supplemental appropriation.

3. Claims by Others Not Valid.

No person other than the Contractor shall acquire any interest in this Contract or claim against the Awarding Authority or Owner hereunder, and no claim by any other person shall be valid except as provided in M.G.L. c. 30, s. 39F of the General Laws.

4. No Personal Liability of Public Officials.

No public official, employee, or agent of the Awarding Authority or Owner shall have any personal liability for the obligations of the Awarding Authority or Owner set forth in this Contract.

5. Severability.

The provisions of this Contract are severable, and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other provisions of this Contract.

6. Choice of Laws.

This Contract shall be governed by the laws of the Commonwealth of Massachusetts for all purposes, without regard to its laws on choice of law. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

7. No Waiver of Subsequent Breach.

No waiver of any breach or obligation of this Contract shall constitute a waiver of any other or subsequent breach or obligation.

8. Remedies Cumulative.

All remedies of the Awarding Authority provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by the Awarding Authority in its sole discretion. The Awarding Authority shall also be entitled as of right to specific performance and equitable relief including the right to an injunction against any breach of any of the provisions of this Contract

9. Notices.

Notices to the Contractor shall be deemed given when hand delivered to the Contractor's temporary field office at or near the Site, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in the Owner - Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Awarding Authority to receive official notices.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal

And _____, as Surety, are

held and firmly bound unto the City of Holyoke, as Obligee, in the sum of _____ dollars (\$ _____), to be paid to the Obligee for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has made a contract with the Obligee, bearing the date of _____ 2025, for the **Wistariahurst Retaining Wall Rehabilitation Project** in Holyoke, MA.

NOW, the condition of this obligation is such that if the Principal and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the Principal, or in the event that the Obligee, under the provisions of Article 14 of the General Conditions of said contract terminates the employment of the Principal or the authority of the Principal to continue the work, said Surety hereby further agrees that said Surety shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

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

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this

_____ day of _____, 20 ____

PRINCIPAL

SURETY

(Name & Seal)

(Attorney-in-Fact) (Seal)

Attest: _____

Attest: _____

The total premium for this bond is \$ _____

The rate for this bond is _____ % for the first \$ _____ and _____ % for the next \$ _____.

SAMPLE INSURANCE CERTIFICATE

Included is a sample insurance template for your reference. This is a general guide meant to show potential vendors how insurance/s should be worded. We realize policies will differ from project to project.

Special attention should be paid to the specific insurance requirements outlined in the bid documents. Submitting a policy that is correct will alleviate potential delays in the execution of contract documents.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Name and Address	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Subcontractor Name and Address	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	Policy Number	Eff	Exp	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$ **
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	Policy Number	Eff	Exp	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	Policy Number	Eff	Exp	EACH OCCURRENCE \$ *** AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	Policy Number	Eff	Exp	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Pollution Liability (when required)	Y	Y	Policy Number	Eff	Exp	\$1,000,000 per occurrence \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****Additional Insured to include both ongoing operations & completed operations. Waiver of Subrogation should apply to all policies.**

*****Umbrella Limits per Contract Price: Under \$1,000,000 = \$2,000,000; \$1,000,001-\$5,000,000 = \$5,000,000; \$5,000,001 - \$10,000,000 = \$10,000,000; \$10,000,001 and over = \$25,000,000 per occurrence**

CERTIFICATE HOLDER

CANCELLATION

City of Holyoke 536 Dwight Street Holyoke, MA 01040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Bid # 2025-46W
July 2025

**WISTARIAHURST RETAINING
WALL REHABILITATION (REBID)**

**MASSACHUSETTS
PREVAILING WAGES**

WAGE RATES AND STATEMENT OF COMPLIANCE

PART 1 - GENERAL

1.1 APPLICABLE LAWS

- A. All provisions of the Contract Documents shall be subject to all applicable provisions of law, including, without limitation, the Commonwealth of Massachusetts statutes relating to prevailing wages, record keeping and reporting.
 - 1. All applicable provisions of law are a part of this Contract.
 - 2. Incorrect citations of statutes in this section shall not relieve the Contractor of its obligations under law. In case of a conflict between the Contract Documents and applicable statutes, the provisions of law shall govern.

2.1 WAGE RATES

- A. Wage Rates: The minimum rates of wages to be paid to mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates and wages determined by the Massachusetts Department of Labor and Workforce Development, which schedule is appended to this section and made a part of the Contract, in accordance with and subject to the provisions of M.G.L. Chapter 149, Section 26 and 27, as amended.
 - 1. The Wage Determination Schedule provided to the Architect and Awarding Authority by governmental authorities is appended to this section. The Architect and Awarding Authority do not guarantee the accuracy of the schedule, and every bidder and contractor shall be responsible for ascertaining the prevailing wages in the area where the work will be performed.
- B. Payment Insurance: In accordance with M.G.L. Chapter 149; Section 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 Chapter 152 to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract.
 - 1. Sufficient proof of compliance with this section must be furnished at the time of execution of this Contract.
 - 2. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of Contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion M.G.L. Chapter 149, Section 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.
- C. Records: Every contractor and subcontractor working under the terms of any contract for the construction on this project shall file weekly payroll records with Awarding Authority in the form described in M.G.L. Chapter 149, Sections 26 and 27B and as amended by Section 174 of Chapter 110 of the Acts of 1993.

1. The Attorney General's Office, after conducting an investigation and hearing, can order work halted on public works projects, if it finds prevailing wage violations.
 2. Any delays and costs incurred by the Awarding Authority associated with a stop work order for prevailing wage violation will be borne solely by the General Contractor.
- D. Statement of Compliance: The Contractor and each Subcontractor shall furnish to the Office of the Attorney General and to the Awarding Authority, within 15 days after completion of its portion of the work, fully completed and certified copies of the attached "Statement of Wage Rate Compliance" certifying compliance with wage and benefit provisions of M.G.L. Chapter 149, Sections 26 and 27, and as amended by Section 331 of Chapter 110 of the Acts of 1993. A copy of the "Statement of Compliance" is appended to this section.

FORM OF STATEMENT OF WAGE RATE COMPLIANCE

Date: _____

I, _____
(insert name and title of signatory party)

do hereby state that I pay or supervise the payment of the persons employed by

(insert name of Contractor)

On the Project _____
(insert name of project)

And that all mechanics, apprentices, teamsters, chauffeurs, and laborers employed on said project have been paid in accordance with wages determined under the provisions of Chapters 26 and 27 of Chapter 149 of the Massachusetts General Laws.

Signature

Title

This Statement is signed under penalties or perjury as provided for under Section 278 of Chapter 149, Massachusetts General Laws.



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates**

MAURA HEALY
Governor

KIM DRISCOLL
Lt. Governor

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	City of Holyoke	City/Town:	HOLYOKE
Contract Number:	2025-46W		
Description of Work:	The project includes the reconstruction of approx. 442 LF of a historic mortar-set masonry stone retaining wall and site restoration.		
Job Location:	238 Cabot Street, Holyoke, MA 01040		

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$0.00	\$76.69
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$0.00	\$78.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$0.00	\$76.76
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$0.00	\$78.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$0.00	\$76.88
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$0.00	\$78.49
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/2/2025	\$37.00	\$9.90	\$9.25	\$8.32	\$0.00	\$64.47
LABORERS	12/1/2025	\$38.25	\$9.90	\$9.25	\$8.32	\$0.00	\$65.72
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.55	\$9.90	\$9.25	\$8.32	\$0.00	\$67.02
	12/7/2026	\$40.85	\$9.90	\$9.25	\$8.32	\$0.00	\$68.32
	6/7/2027	\$42.25	\$9.90	\$9.25	\$8.32	\$0.00	\$69.72
	12/6/2027	\$43.65	\$9.90	\$9.25	\$8.32	\$0.00	\$71.12
	6/5/2028	\$45.15	\$9.90	\$9.25	\$8.32	\$0.00	\$72.62
	12/4/2028	\$46.65	\$9.90	\$9.25	\$8.32	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$37.00	\$9.90	\$9.25	\$6.31	\$0.00	\$62.46
LABORERS	12/1/2025	\$38.24	\$9.90	\$9.25	\$6.31	\$0.00	\$63.70
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.54	\$9.90	\$9.25	\$6.31	\$0.00	\$65.00
	12/1/2026	\$40.83	\$9.90	\$9.25	\$6.31	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	6/1/2025	\$39.42	\$14.50	\$4.30	\$6.25	\$0.00	\$64.47
HEAT & FROST INSULATORS LOCAL 6	12/1/2025	\$40.32	\$14.50	\$4.30	\$6.25	\$0.00	\$65.37
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							
ASPHALT RAKER	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER OPERATOR	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
BATCH/CEMENT PLANT - ON SITE	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BLOCK PAVER, RAMMER / CURB SETTER	6/2/2025	\$37.00	\$9.90	\$9.25	\$8.32	\$0.00	\$64.47
LABORERS	12/1/2025	\$38.25	\$9.90	\$9.25	\$8.32	\$0.00	\$65.72
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.55	\$9.90	\$9.25	\$8.32	\$0.00	\$67.02
	12/7/2026	\$40.85	\$9.90	\$9.25	\$8.32	\$0.00	\$68.32
	6/7/2027	\$42.25	\$9.90	\$9.25	\$8.32	\$0.00	\$69.72
	12/6/2027	\$43.65	\$9.90	\$9.25	\$8.32	\$0.00	\$71.12
	6/5/2028	\$45.15	\$9.90	\$9.25	\$8.32	\$0.00	\$72.62
	12/4/2028	\$46.65	\$9.90	\$9.25	\$8.32	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2025	\$37.00	\$9.90	\$9.25	\$6.31	\$0.00	\$62.46
LABORERS	12/1/2025	\$38.24	\$9.90	\$9.25	\$6.31	\$0.00	\$63.70
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.54	\$9.90	\$9.25	\$6.31	\$0.00	\$65.00
	12/1/2026	\$40.83	\$9.90	\$9.25	\$6.31	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BOILER MAKER	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2025	\$54.21	\$11.49	\$15.57	\$5.89	\$0.00	\$87.16
BRICKLAYERS LOCAL 3	8/1/2025	\$56.36	\$11.49	\$15.57	\$5.89	\$0.00	\$89.31
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	2/1/2026	\$57.71	\$11.49	\$15.57	\$5.89	\$0.00	\$90.66
	8/1/2026	\$59.91	\$11.49	\$15.57	\$5.89	\$0.00	\$92.86
	2/1/2027	\$61.31	\$11.49	\$15.57	\$5.89	\$0.00	\$94.26

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.11	\$11.49	\$15.57	\$5.89	\$0.00	\$60.06
2	60.00	\$32.53	\$11.49	\$15.57	\$5.89	\$0.00	\$65.48
3	70.00	\$37.95	\$11.49	\$15.57	\$5.89	\$0.00	\$70.90
4	80.00	\$43.37	\$11.49	\$15.57	\$5.89	\$0.00	\$76.32
5	90.00	\$48.79	\$11.49	\$15.57	\$5.89	\$0.00	\$81.74

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.18	\$11.49	\$15.57	\$5.89	\$0.00	\$61.13
2	60.00	\$33.82	\$11.49	\$15.57	\$5.89	\$0.00	\$66.77
3	70.00	\$39.45	\$11.49	\$15.57	\$5.89	\$0.00	\$72.40
4	80.00	\$45.09	\$11.49	\$15.57	\$5.89	\$0.00	\$78.04
5	90.00	\$50.72	\$11.49	\$15.57	\$5.89	\$0.00	\$83.67

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
LABORERS	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$51.90	\$9.90	\$9.25	\$9.80	\$0.00	\$80.85
	12/1/2026	\$53.40	\$9.90	\$9.25	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
LABORERS	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$51.08	\$9.90	\$9.25	\$9.80	\$0.00	\$80.03
	12/1/2026	\$52.58	\$9.90	\$9.25	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2025	\$43.26	\$7.91	\$11.25	\$6.90	\$0.00	\$69.32
CARPENTERS	9/1/2025	\$44.21	\$7.91	\$11.25	\$6.90	\$0.00	\$70.27
CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE	3/1/2026	\$45.11	\$7.91	\$11.25	\$6.90	\$0.00	\$71.17
FRANKLIN	9/1/2026	\$46.06	\$7.91	\$11.25	\$6.90	\$0.00	\$72.12
	3/1/2027	\$46.96	\$7.91	\$11.25	\$6.90	\$0.00	\$73.02

Apprentice: CARPENTER

Effective Date: 3/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.47	\$7.91	\$0.00	\$1.40	\$0.00	\$28.78
2	45.00	\$19.47	\$7.91	\$0.00	\$1.40	\$0.00	\$28.78
3	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
4	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
5	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
6	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
7	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29
8	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CARPENTER Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
2	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
3	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
4	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
5	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
6	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
7	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05
8	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05
<hr/>							
CARPENTER WOOD FRAME	10/1/2024	\$26.65	\$7.02	\$3.80	\$1.00	\$0.00	\$38.47
CARPENTERS	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
CARPENTERS-ZONE 3 (Wood Frame)	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME Effective Date: 10/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
2	60.00	\$15.99	\$7.02	\$0.00	\$0.00	\$0.00	\$23.01
3	65.00	\$17.32	\$7.02	\$0.00	\$1.00	\$0.00	\$25.34
4	70.00	\$18.66	\$7.02	\$0.00	\$1.00	\$0.00	\$26.68
5	75.00	\$19.99	\$7.02	\$3.80	\$1.00	\$0.00	\$31.81
6	80.00	\$21.32	\$7.02	\$3.80	\$1.00	\$0.00	\$33.14
7	85.00	\$22.65	\$7.02	\$3.80	\$1.00	\$0.00	\$34.47
8	90.00	\$23.99	\$7.02	\$3.80	\$1.00	\$0.00	\$35.81

Apprentice: CARPENTER WOOD FRAME Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
2	60.00	\$16.65	\$7.02	\$0.00	\$0.00	\$0.00	\$23.67
3	65.00	\$18.04	\$7.02	\$0.00	\$1.00	\$0.00	\$26.06
4	70.00	\$19.43	\$7.02	\$0.00	\$1.00	\$0.00	\$27.45
5	75.00	\$20.81	\$7.02	\$3.80	\$1.00	\$0.00	\$32.63
6	80.00	\$22.20	\$7.02	\$3.80	\$1.00	\$0.00	\$34.02
7	85.00	\$23.59	\$7.02	\$3.80	\$1.00	\$0.00	\$35.41
8	90.00	\$24.98	\$7.02	\$3.80	\$1.00	\$0.00	\$36.80

CEMENT MASONRY/PLASTERING	7/1/2024	\$44.56	\$13.20	\$16.30	\$2.93	\$1.69	\$78.68
---------------------------	----------	---------	---------	---------	--------	--------	---------

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3							
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)							

Apprentice: CEMENT MASONRY/PLASTERING**Effective Date: 7/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.28	\$13.20	\$16.30	\$0.00	\$0.00	\$51.78
2	60.00	\$26.74	\$13.20	\$16.30	\$2.93	\$1.69	\$60.86
3	65.00	\$28.96	\$13.20	\$16.30	\$2.93	\$1.69	\$63.08
4	70.00	\$31.19	\$13.20	\$16.30	\$2.93	\$1.69	\$65.31
5	75.00	\$33.42	\$13.20	\$16.30	\$2.93	\$1.69	\$67.54
6	80.00	\$35.65	\$13.20	\$16.30	\$2.93	\$1.69	\$69.77
7	90.00	\$40.10	\$13.20	\$16.30	\$2.93	\$1.69	\$74.22

CHAIN SAW OPERATOR	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

COMPRESSOR OPERATOR	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR	12/1/2023	\$43.06	\$13.78	\$12.15	\$3.00	\$0.00	\$71.99
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: DELEADER (BRIDGE)**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																
<div> Apprentice: DELEADER (BRIDGE) Effective Date: 1/1/2025 </div> <table> <tr> <th>Step</th><th>Percent</th><th>Apprentice Base Wage</th><th>Health</th><th>Pension</th><th>Annuity</th><th>Supplemental Unemployment</th><th>Total Rate</th></tr> <tr> <td>6</td><td>75.00</td><td>\$43.85</td><td>\$9.95</td><td>\$11.85</td><td>\$9.08</td><td>\$0.00</td><td>\$74.73</td></tr> <tr> <td>7</td><td>80.00</td><td>\$46.77</td><td>\$9.95</td><td>\$11.85</td><td>\$9.68</td><td>\$0.00</td><td>\$78.25</td></tr> <tr> <td>8</td><td>90.00</td><td>\$52.61</td><td>\$9.95</td><td>\$11.85</td><td>\$10.89</td><td>\$0.00</td><td>\$85.30</td></tr> </table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73	7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25	8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																																
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73																																
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25																																
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30																																
DEMO: ADZEMAN	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55																																
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05																																
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60																																
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10																																
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70																																
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30																																
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98																																
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65																																
For apprentice rates see "Apprentice- LABORER"																																							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55																																
LABORERS	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05																																
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60																																
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10																																
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70																																
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30																																
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98																																
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65																																
For apprentice rates see "Apprentice- LABORER"																																							
DEMO: BURNERS	6/2/2025	\$49.25	\$9.65	\$9.00	\$9.40	\$0.00	\$77.30																																
LABORERS	12/1/2025	\$50.75	\$9.65	\$9.00	\$9.40	\$0.00	\$78.80																																
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$52.30	\$9.65	\$9.00	\$9.40	\$0.00	\$80.35																																
	12/7/2026	\$53.80	\$9.65	\$9.00	\$9.40	\$0.00	\$81.85																																
	6/7/2027	\$55.40	\$9.65	\$9.00	\$9.40	\$0.00	\$83.45																																
	12/6/2027	\$57.00	\$9.65	\$9.00	\$9.40	\$0.00	\$85.05																																
	6/5/2028	\$58.68	\$9.65	\$9.00	\$9.40	\$0.00	\$86.73																																
	12/4/2028	\$60.35	\$9.65	\$9.00	\$9.40	\$0.00	\$88.40																																
For apprentice rates see "Apprentice- LABORER"																																							
DEMO: CONCRETE CUTTER/SAWYER	6/2/2025	\$48.75	\$9.90	\$9.25	\$9.65	\$0.00	\$77.55																																
LABORERS	12/1/2025	\$50.25	\$9.90	\$9.25	\$9.65	\$0.00	\$79.05																																
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$51.80	\$9.90	\$9.25	\$9.65	\$0.00	\$80.60																																
	12/7/2026	\$53.30	\$9.90	\$9.25	\$9.65	\$0.00	\$82.10																																
	6/7/2027	\$54.90	\$9.90	\$9.25	\$9.65	\$0.00	\$83.70																																
	12/6/2027	\$56.50	\$9.90	\$9.25	\$9.65	\$0.00	\$85.30																																
	6/5/2028	\$58.18	\$9.90	\$9.25	\$9.65	\$0.00	\$86.98																																
	12/4/2028	\$59.85	\$9.90	\$9.25	\$9.65	\$0.00	\$88.65																																
For apprentice rates see "Apprentice- LABORER"																																							
DEMO: JACKHAMMER OPERATOR	6/2/2025	\$49.25	\$9.65	\$9.00	\$9.40	\$0.00	\$77.30																																

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2025	\$50.75	\$9.65	\$9.00	\$9.40	\$0.00	\$78.80
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$52.30	\$9.65	\$9.00	\$9.40	\$0.00	\$80.35
	12/7/2026	\$53.80	\$9.65	\$9.00	\$9.40	\$0.00	\$81.85
	6/7/2027	\$55.40	\$9.65	\$9.00	\$9.40	\$0.00	\$83.45
	12/6/2027	\$57.00	\$9.65	\$9.00	\$9.40	\$0.00	\$85.05
	6/5/2028	\$58.68	\$9.65	\$9.00	\$9.40	\$0.00	\$86.73
	12/4/2028	\$60.35	\$9.65	\$9.00	\$9.40	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER	6/2/2025	\$47.75	\$9.90	\$9.25	\$9.65	\$0.00	\$76.55
LABORERS	12/1/2025	\$49.25	\$9.90	\$9.25	\$9.65	\$0.00	\$78.05
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$50.80	\$9.90	\$9.25	\$9.65	\$0.00	\$79.60
	12/7/2026	\$52.30	\$9.90	\$9.25	\$9.65	\$0.00	\$81.10
	6/7/2027	\$53.90	\$9.90	\$9.25	\$9.65	\$0.00	\$82.70
	12/6/2027	\$55.50	\$9.90	\$9.25	\$9.65	\$0.00	\$84.30
	6/5/2028	\$57.18	\$9.90	\$9.25	\$9.65	\$0.00	\$85.98
	12/4/2028	\$58.85	\$9.90	\$9.25	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate

DIVER TENDER	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate

DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

For apprentice rates see "Apprentice- PILE DRIVER"

DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

For apprentice rates see "Apprentice- PILE DRIVER"

DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							

ELECTRICIAN (Including Core Drilling)	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

Apprentice: ELECTRICIAN (Including Core Drilling)

Effective Date: 6/29/2025

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELECTRICIAN (Including Core Drilling) Effective Date: 6/29/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.86	\$7.50	\$0.63	\$0.00	\$0.00	\$28.99
2	45.00	\$23.47	\$7.50	\$0.70	\$0.00	\$0.00	\$31.67
3	50.00	\$26.08	\$13.50	\$7.53	\$0.00	\$0.00	\$47.11
4	55.00	\$28.69	\$13.50	\$7.61	\$0.00	\$0.00	\$49.80
5	65.00	\$33.90	\$13.50	\$9.84	\$0.00	\$0.00	\$57.24
6	70.00	\$36.51	\$13.50	\$11.30	\$0.00	\$0.00	\$61.31
Apprentice: ELECTRICIAN (Including Core Drilling) Effective Date: 12/28/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.30	\$7.65	\$0.63	\$0.00	\$0.00	\$29.58
2	45.00	\$23.97	\$7.65	\$0.70	\$0.00	\$0.00	\$32.32
3	50.00	\$26.63	\$13.75	\$7.53	\$0.00	\$0.00	\$47.91
4	55.00	\$29.29	\$13.75	\$7.61	\$0.00	\$0.00	\$50.65
5	65.00	\$34.62	\$13.75	\$9.84	\$0.00	\$0.00	\$58.21
6	70.00	\$37.28	\$13.75	\$11.30	\$0.00	\$0.00	\$62.33
ELEVATOR CONSTRUCTOR	1/1/2025	\$62.83	\$16.28	\$10.96	\$10.40	\$0.00	\$100.47
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$63.68	\$16.38	\$11.06	\$10.70	\$0.00	\$101.82
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$64.53	\$16.48	\$11.16	\$11.00	\$0.00	\$103.17
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.42	\$16.28	\$0.00	\$0.00	\$0.00	\$47.70
2	55.00	\$34.56	\$16.28	\$10.96	\$10.40	\$0.00	\$72.20
3	65.00	\$40.84	\$16.28	\$10.96	\$10.40	\$0.00	\$78.48
4	70.00	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62
5	80.00	\$50.26	\$16.28	\$10.96	\$10.40	\$0.00	\$87.90
Apprentice: ELEVATOR CONSTRUCTOR Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$31.84	\$16.38	\$0.00	\$0.00	\$0.00	\$48.22
2	55.00	\$35.02	\$16.38	\$11.06	\$10.70	\$0.00	\$73.16
3	65.00	\$41.39	\$16.38	\$11.06	\$10.70	\$0.00	\$79.53
4	70.00	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00	\$82.72

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	
	Apprentice: ELEVATOR CONSTRUCTOR							
	Effective Date: 1/1/2026							
	Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	5	80.00	\$50.94	\$16.38	\$11.06	\$10.70	\$0.00	\$89.08
ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$43.98	\$16.28	\$10.96	\$10.40	\$0.00	\$81.62	
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$44.58	\$16.38	\$11.06	\$10.70	\$0.00	\$82.72	
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$45.17	\$16.48	\$11.16	\$11.00	\$0.00	\$83.81	
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"								
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96	
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20	
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50	
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79	
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"								
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74	
OPERATING ENGINEERS LOCAL 98								
OPERATING ENGINEERS LOCAL 98								
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23	
OPERATING ENGINEERS LOCAL 98								
OPERATING ENGINEERS LOCAL 98								
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23	
OPERATING ENGINEERS LOCAL 98								
OPERATING ENGINEERS LOCAL 98								
FIRE ALARM INSTALLER	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87	
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37	
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87	
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37	
For apprentice rates see "Apprentice- ELECTRICIAN"								
FIRE ALARM REPAIR / MAINTENANCE	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87	
/ COMMISSIONING	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37	
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87	
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37	
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"								
FIREMAN	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96	
OPERATING ENGINEERS LOCAL 98								
OPERATING ENGINEERS LOCAL 98								

Apprentice: FIREMAN**Effective Date: 12/1/2023**

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: FIREMAN Effective Date: 12/1/2023							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$23.42	\$13.78	\$12.15	\$3.00	\$0.00	\$52.35
2	70.00	\$27.32	\$13.78	\$12.15	\$3.00	\$0.00	\$56.25
3	80.00	\$31.22	\$13.78	\$12.15	\$3.00	\$0.00	\$60.15
4	90.00	\$35.13	\$13.78	\$12.15	\$3.00	\$0.00	\$64.06
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2025	\$28.09	\$9.90	\$9.25	\$6.31	\$0.00	\$53.55
LABORERS	12/1/2025	\$28.09	\$9.90	\$9.25	\$6.31	\$0.00	\$53.55
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$9.90	\$9.25	\$6.31	\$0.00	\$54.67
	12/1/2026	\$29.21	\$9.90	\$9.25	\$6.31	\$0.00	\$54.67
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FLOORCOVERER	3/1/2025	\$43.26	\$7.91	\$11.25	\$6.90	\$0.00	\$69.32
FLOORCOVERERS LOCAL 2168	9/1/2025	\$44.21	\$7.91	\$11.25	\$6.90	\$0.00	\$70.27
FLOORCOVERERS LOCAL 2168 ZONE III	3/1/2026	\$45.11	\$7.91	\$11.25	\$6.90	\$0.00	\$71.17
	9/1/2026	\$46.06	\$7.91	\$11.25	\$6.90	\$0.00	\$72.12
	3/1/2027	\$46.96	\$7.91	\$11.25	\$6.90	\$0.00	\$73.02
Apprentice: FLOORCOVERER Effective Date: 3/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.47	\$7.91	\$0.00	\$1.38	\$0.00	\$28.76
2	45.00	\$19.47	\$7.91	\$0.00	\$1.38	\$0.00	\$28.76
3	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
4	55.00	\$23.79	\$7.91	\$0.00	\$2.76	\$0.00	\$34.46
5	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
6	70.00	\$30.28	\$7.91	\$11.25	\$4.14	\$0.00	\$53.58
7	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29
8	80.00	\$34.61	\$7.91	\$11.25	\$5.52	\$0.00	\$59.29
Apprentice: FLOORCOVERER Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
2	45.00	\$19.89	\$7.91	\$0.00	\$1.38	\$0.00	\$29.18
3	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
4	55.00	\$24.32	\$7.91	\$0.00	\$2.76	\$0.00	\$34.99
5	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
6	70.00	\$30.95	\$7.91	\$11.25	\$4.14	\$0.00	\$54.25
7	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05
8	80.00	\$35.37	\$7.91	\$11.25	\$5.52	\$0.00	\$60.05

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FORK LIFT OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.25	\$13.78	\$12.15	\$3.00	\$0.00	\$68.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
--	-----------	---------	---------	---------	--------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333 GLAZIERS LOCAL 1333	6/1/2020	\$39.18	\$10.80	\$6.70	\$3.75	\$0.00	\$60.43
--	----------	---------	---------	--------	--------	--------	---------

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)**Effective Date: 6/1/2020**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.59	\$10.80	\$1.50	\$0.30	\$0.00	\$32.19
2	56.25	\$22.04	\$10.80	\$1.50	\$0.30	\$0.00	\$34.64
3	62.50	\$24.49	\$10.80	\$1.95	\$0.50	\$0.00	\$37.74
4	68.75	\$26.94	\$10.80	\$1.95	\$0.50	\$0.00	\$40.19
5	75.00	\$29.39	\$10.80	\$2.50	\$0.65	\$0.00	\$43.34
6	81.25	\$31.83	\$10.80	\$2.50	\$0.65	\$0.00	\$45.78
7	87.50	\$34.28	\$10.80	\$6.70	\$3.75	\$0.00	\$55.53
8	93.75	\$36.73	\$10.80	\$6.70	\$3.75	\$0.00	\$57.98

GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
--	-----------	---------	---------	---------	--------	--------	---------

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
---	----------	---------	---------	---------	--------	--------	---------

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7 ELECTRICIANS LOCAL 7	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
--	----------	---------	---------	---------	--------	--------	---------

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 104 PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
---	-----------	---------	--------	---------	--------	--------	---------

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC MECHANIC	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
PLUMBERS & PIPEFITTERS LOCAL 104							
PLUMBERS & PIPEFITTERS LOCAL 104							

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

HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2025	\$37.00	\$9.90	\$9.25	\$6.31	\$0.00	\$62.46
LABORERS	12/1/2025	\$38.24	\$9.90	\$9.25	\$6.31	\$0.00	\$63.70
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.54	\$9.90	\$9.25	\$6.31	\$0.00	\$65.00
	12/1/2026	\$40.83	\$9.90	\$9.25	\$6.31	\$0.00	\$66.29

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

INSULATOR (PIPES & TANKS)	9/1/2024	\$45.54	\$14.75	\$9.52	\$10.09	\$0.00	\$79.90
HEAT & FROST INSULATORS LOCAL 6	9/1/2025	\$48.27	\$14.75	\$9.52	\$10.09	\$0.00	\$82.63
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	9/1/2026	\$51.01	\$14.75	\$9.52	\$10.09	\$0.00	\$85.37

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.77	\$14.75	\$9.27	\$5.05	\$0.00	\$51.84
2	60.00	\$27.32	\$14.75	\$9.32	\$6.05	\$0.00	\$57.44
3	70.00	\$31.88	\$14.75	\$9.37	\$7.06	\$0.00	\$63.06
4	80.00	\$36.43	\$14.75	\$9.42	\$8.07	\$0.00	\$68.67

Apprentice: INSULATOR (PIPES & TANKS)**Effective Date: 9/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.14	\$14.75	\$9.27	\$5.05	\$0.00	\$53.21
2	60.00	\$28.96	\$14.75	\$9.32	\$6.05	\$0.00	\$59.08
3	70.00	\$33.79	\$14.75	\$9.37	\$7.06	\$0.00	\$64.97
4	80.00	\$38.62	\$14.75	\$9.42	\$8.07	\$0.00	\$70.86

IRONWORKER/WELDER	3/16/2024	\$40.66	\$8.25	\$12.70	\$10.00	\$0.00	\$71.61
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)							

Apprentice: IRONWORKER/WELDER**Effective Date: 3/16/2024**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.40	\$8.25	\$12.70	\$10.00	\$0.00	\$55.35
2	70.00	\$28.46	\$8.25	\$12.70	\$10.00	\$0.00	\$59.41
3	75.00	\$30.50	\$8.25	\$12.70	\$10.00	\$0.00	\$61.45
4	80.00	\$32.53	\$8.25	\$12.70	\$10.00	\$0.00	\$63.48
5	85.00	\$34.56	\$8.25	\$12.70	\$10.00	\$0.00	\$65.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: IRONWORKER/WELDER Effective Date: 3/16/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	90.00	\$36.59	\$8.25	\$12.70	\$10.00	\$0.00	\$67.54
JACKHAMMER & PAVING BREAKER OPERATOR	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
LABORER	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
LABORERS	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87
Apprentice: LABORER Effective Date: 6/2/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.05	\$9.90	\$9.25	\$8.32	\$0.00	\$49.52
2	70.00	\$25.73	\$9.90	\$9.25	\$8.32	\$0.00	\$53.20
3	80.00	\$29.40	\$9.90	\$9.25	\$8.32	\$0.00	\$56.87
4	90.00	\$33.08	\$9.90	\$9.25	\$8.32	\$0.00	\$60.55
Apprentice: LABORER Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.80	\$9.90	\$9.25	\$8.32	\$0.00	\$50.27
2	70.00	\$26.60	\$9.90	\$9.25	\$8.32	\$0.00	\$54.07
3	80.00	\$30.40	\$9.90	\$9.25	\$8.32	\$0.00	\$57.87
4	90.00	\$34.20	\$9.90	\$9.25	\$8.32	\$0.00	\$61.67
LABORER (HEAVY & HIGHWAY)	6/1/2025	\$36.25	\$9.90	\$9.25	\$6.31	\$0.00	\$61.71
LABORERS	12/1/2025	\$37.49	\$9.90	\$9.25	\$6.31	\$0.00	\$62.95
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$38.79	\$9.90	\$9.25	\$6.31	\$0.00	\$64.25

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$40.08	\$9.90	\$9.25	\$6.31	\$0.00	\$65.54

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$21.75	\$9.90	\$9.25	\$6.31	\$0.00	\$47.21
2	70.00	\$25.38	\$9.90	\$9.25	\$6.31	\$0.00	\$50.84
3	80.00	\$29.00	\$9.90	\$9.25	\$6.31	\$0.00	\$54.46
4	90.00	\$32.63	\$9.90	\$9.25	\$6.31	\$0.00	\$58.09

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.49	\$9.90	\$9.25	\$6.31	\$0.00	\$47.95
2	70.00	\$26.24	\$9.90	\$9.25	\$6.31	\$0.00	\$51.70
3	80.00	\$29.99	\$9.90	\$9.25	\$6.31	\$0.00	\$55.45
4	90.00	\$33.74	\$9.90	\$9.25	\$6.31	\$0.00	\$59.20

LABORER: CARPENTER TENDER	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
LABORERS	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	6/2/2025	\$36.25	\$9.90	\$9.25	\$8.32	\$0.00	\$63.72
LABORERS	12/1/2025	\$37.50	\$9.90	\$9.25	\$8.32	\$0.00	\$64.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$38.80	\$9.90	\$9.25	\$8.32	\$0.00	\$66.27
	12/7/2026	\$40.10	\$9.90	\$9.25	\$8.32	\$0.00	\$67.57
	6/7/2027	\$41.50	\$9.90	\$9.25	\$8.32	\$0.00	\$68.97
	12/6/2027	\$42.90	\$9.90	\$9.25	\$8.32	\$0.00	\$70.37
	6/5/2028	\$44.40	\$9.90	\$9.25	\$8.32	\$0.00	\$71.87
	12/4/2028	\$45.90	\$9.90	\$9.25	\$8.32	\$0.00	\$73.37

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	6/2/2025	\$36.17	\$9.90	\$9.25	\$8.45	\$0.00	\$63.77
LABORERS	12/1/2025	\$37.42	\$9.90	\$9.25	\$8.45	\$0.00	\$65.02
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$38.72	\$9.90	\$9.25	\$8.45	\$0.00	\$66.32
	12/7/2026	\$40.02	\$9.90	\$9.25	\$8.45	\$0.00	\$67.62
	6/7/2027	\$41.42	\$9.90	\$9.25	\$8.45	\$0.00	\$69.02
	12/6/2027	\$42.82	\$9.90	\$9.25	\$8.45	\$0.00	\$70.42
	6/5/2028	\$44.32	\$9.90	\$9.25	\$8.45	\$0.00	\$71.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/4/2028	\$45.82	\$9.90	\$9.25	\$8.45	\$0.00	\$73.42
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	6/2/2025	\$39.25	\$9.90	\$9.25	\$8.32	\$0.00	\$66.72
LABORERS	12/1/2025	\$40.50	\$9.90	\$9.25	\$8.32	\$0.00	\$67.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$41.80	\$9.90	\$9.25	\$8.32	\$0.00	\$69.27
	12/7/2026	\$43.10	\$9.90	\$9.25	\$8.32	\$0.00	\$70.57
	6/7/2027	\$44.50	\$9.90	\$9.25	\$8.32	\$0.00	\$71.97
	12/6/2027	\$45.90	\$9.90	\$9.25	\$8.32	\$0.00	\$73.37
	6/5/2028	\$47.40	\$9.90	\$9.25	\$8.32	\$0.00	\$74.87
	12/4/2028	\$48.90	\$9.90	\$9.25	\$8.32	\$0.00	\$76.37
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
LABORERS	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	6/2/2025	\$36.75	\$9.90	\$9.25	\$8.32	\$0.00	\$64.22
LABORERS	12/1/2025	\$38.00	\$9.90	\$9.25	\$8.32	\$0.00	\$65.47
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.30	\$9.90	\$9.25	\$8.32	\$0.00	\$66.77
	12/7/2026	\$40.60	\$9.90	\$9.25	\$8.32	\$0.00	\$68.07
	6/7/2027	\$42.00	\$9.90	\$9.25	\$8.32	\$0.00	\$69.47
	12/6/2027	\$43.40	\$9.90	\$9.25	\$8.32	\$0.00	\$70.87
	6/5/2028	\$44.90	\$9.90	\$9.25	\$8.32	\$0.00	\$72.37
	12/4/2028	\$46.40	\$9.90	\$9.25	\$8.32	\$0.00	\$73.87
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	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79

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

MARBLE & TILE FINISHERS	2/1/2025	\$43.84	\$11.49	\$15.10	\$5.68	\$0.00	\$76.11
BRICKLAYERS LOCAL 3	8/1/2025	\$44.75	\$11.49	\$15.10	\$5.68	\$0.00	\$77.02
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2026	\$45.83	\$11.49	\$15.10	\$5.68	\$0.00	\$78.10
	8/1/2026	\$47.59	\$11.49	\$15.10	\$5.68	\$0.00	\$79.86
	2/1/2027	\$48.71	\$11.49	\$15.10	\$5.68	\$0.00	\$80.98

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 2/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.92	\$11.49	\$15.10	\$5.68	\$0.00	\$54.19
2	60.00	\$26.30	\$11.49	\$15.10	\$5.68	\$0.00	\$58.57
3	70.00	\$30.69	\$11.49	\$15.10	\$5.68	\$0.00	\$62.96
4	80.00	\$35.07	\$11.49	\$15.10	\$5.68	\$0.00	\$67.34
5	90.00	\$39.46	\$11.49	\$15.10	\$5.68	\$0.00	\$71.73

Apprentice: MARBLE & TILE FINISHERS**Effective Date: 8/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.38	\$11.49	\$15.10	\$5.68	\$0.00	\$54.65
2	60.00	\$26.85	\$11.49	\$15.10	\$5.68	\$0.00	\$59.12
3	70.00	\$31.33	\$11.49	\$15.10	\$5.68	\$0.00	\$63.60
4	80.00	\$35.80	\$11.49	\$15.10	\$5.68	\$0.00	\$68.07
5	90.00	\$40.28	\$11.49	\$15.10	\$5.68	\$0.00	\$72.55

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANIC/WELDER/BOOM TRUCK	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3)	1/6/2025	\$43.48	\$10.08	\$11.47	\$9.75	\$0.00	\$74.78
MILLWRIGHTS LOCAL 1121	1/5/2026	\$45.76	\$10.08	\$11.47	\$9.75	\$0.00	\$77.06
MILLWRIGHTS LOCAL 1121 - Zone 3							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MILLWRIGHT (Zone 3) Effective Date: 1/6/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$23.91	\$10.08	\$0.00	\$5.36	\$0.00	\$39.35
2	65.00	\$28.26	\$10.08	\$0.00	\$6.34	\$0.00	\$44.68
3	75.00	\$32.61	\$10.08	\$11.47	\$7.31	\$0.00	\$61.47
4	85.00	\$36.96	\$10.08	\$11.47	\$8.29	\$0.00	\$66.80
Apprentice: MILLWRIGHT (Zone 3) Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.17	\$10.08	\$0.00	\$5.36	\$0.00	\$40.61
2	65.00	\$29.74	\$10.08	\$0.00	\$6.34	\$0.00	\$46.16
3	75.00	\$34.32	\$10.08	\$11.47	\$7.31	\$0.00	\$63.18
4	85.00	\$38.90	\$10.08	\$11.47	\$8.29	\$0.00	\$68.74
MORTAR MIXER	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
OILER	12/1/2023	\$35.02	\$13.78	\$12.15	\$3.00	\$0.00	\$63.95
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS VI	12/1/2023	\$32.74	\$13.78	\$12.15	\$3.00	\$0.00	\$61.67
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS)	1/1/2025	\$58.46	\$9.95	\$11.85	\$12.10	\$0.00	\$92.36
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER (BRIDGES/TANKS) Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.23	\$9.95	\$0.00	\$0.00	\$0.00	\$39.18
2	55.00	\$32.15	\$9.95	\$0.00	\$6.66	\$0.00	\$48.76
3	60.00	\$35.08	\$9.95	\$0.00	\$7.26	\$0.00	\$52.29
4	65.00	\$38.00	\$9.95	\$0.00	\$7.87	\$0.00	\$55.82
5	70.00	\$40.92	\$9.95	\$11.85	\$8.47	\$0.00	\$71.19
6	75.00	\$43.85	\$9.95	\$11.85	\$9.08	\$0.00	\$74.73
7	80.00	\$46.77	\$9.95	\$11.85	\$9.68	\$0.00	\$78.25
8	90.00	\$52.61	\$9.95	\$11.85	\$10.89	\$0.00	\$85.30

PAINTER (SPRAY OR SANDBLAST, NEW) * 1/1/2025 \$41.23 \$9.65 \$11.85 \$8.05 \$0.00 \$70.78

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 3

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.62	\$9.95	\$0.00	\$0.00	\$0.00	\$30.57
2	55.00	\$22.68	\$9.95	\$0.00	\$4.43	\$0.00	\$37.06
3	60.00	\$24.74	\$9.95	\$0.00	\$4.83	\$0.00	\$39.52
4	65.00	\$26.80	\$9.95	\$0.00	\$5.23	\$0.00	\$41.98
5	70.00	\$28.86	\$9.95	\$11.85	\$5.64	\$0.00	\$56.30
6	75.00	\$30.92	\$9.95	\$11.85	\$6.04	\$0.00	\$58.76
7	80.00	\$32.98	\$9.95	\$11.85	\$6.44	\$0.00	\$61.22
8	90.00	\$37.11	\$9.95	\$11.85	\$7.25	\$0.00	\$66.16

PAINTER (SPRAY OR SANDBLAST, REPAINT) 1/1/2025 \$38.55 \$9.95 \$11.85 \$8.05 \$0.00 \$68.40

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 3

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.28	\$9.95	\$0.00	\$0.00	\$0.00	\$29.23
2	55.00	\$21.20	\$9.95	\$0.00	\$4.43	\$0.00	\$35.58
3	60.00	\$23.13	\$9.95	\$0.00	\$4.83	\$0.00	\$37.91
4	65.00	\$25.06	\$9.95	\$0.00	\$5.23	\$0.00	\$40.24
5	70.00	\$26.99	\$9.95	\$11.85	\$5.64	\$0.00	\$54.43
6	75.00	\$28.91	\$9.95	\$11.85	\$6.04	\$0.00	\$56.75
7	80.00	\$30.84	\$9.95	\$11.85	\$6.44	\$0.00	\$59.08

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT) Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	90.00	\$34.70	\$9.95	\$11.85	\$7.25	\$0.00	\$63.75
<hr/>							
PAINTER / TAPER (BRUSH, NEW) *	1/1/2025	\$39.83	\$9.95	\$11.85	\$8.05	\$0.00	\$69.68
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.							
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							
Apprentice: PAINTER / TAPER (BRUSH, NEW) * Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.92	\$9.95	\$0.00	\$0.00	\$0.00	\$29.87
2	55.00	\$21.91	\$9.95	\$0.00	\$4.43	\$0.00	\$36.29
3	60.00	\$23.90	\$9.95	\$0.00	\$4.83	\$0.00	\$38.68
4	65.00	\$25.89	\$9.95	\$0.00	\$5.23	\$0.00	\$41.07
5	70.00	\$27.88	\$9.95	\$11.85	\$5.64	\$0.00	\$55.32
6	75.00	\$29.87	\$9.95	\$11.85	\$6.04	\$0.00	\$57.71
7	80.00	\$31.86	\$9.95	\$11.85	\$6.44	\$0.00	\$60.10
8	90.00	\$35.85	\$9.95	\$11.85	\$7.25	\$0.00	\$64.90
<hr/>							
PAINTER / TAPER (BRUSH, REPAINT)	1/1/2025	\$37.15	\$9.95	\$11.85	\$8.05	\$0.00	\$67.00
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							
Apprentice: PAINTER / TAPER (BRUSH, REPAINT) Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.58	\$9.95	\$0.00	\$0.00	\$0.00	\$28.53
2	55.00	\$20.43	\$9.95	\$0.00	\$4.43	\$0.00	\$34.81
3	60.00	\$22.29	\$9.95	\$0.00	\$4.83	\$0.00	\$37.07
4	65.00	\$24.15	\$9.95	\$0.00	\$5.23	\$0.00	\$39.33
5	70.00	\$26.01	\$9.95	\$11.85	\$5.64	\$0.00	\$53.45
6	75.00	\$27.86	\$9.95	\$11.85	\$6.04	\$0.00	\$55.70
7	80.00	\$29.72	\$9.95	\$11.85	\$6.44	\$0.00	\$57.96
8	90.00	\$33.44	\$9.95	\$11.85	\$7.25	\$0.00	\$62.49
<hr/>							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2025	\$36.25	\$9.90	\$9.25	\$6.31	\$0.00	\$61.71
LABORERS	12/1/2025	\$37.49	\$9.90	\$9.25	\$6.31	\$0.00	\$62.95
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$38.79	\$9.90	\$9.25	\$6.31	\$0.00	\$64.25
	12/1/2026	\$40.08	\$9.90	\$9.25	\$6.31	\$0.00	\$65.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER	6/1/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$0.00	\$76.52
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$0.00	\$78.13
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.14	\$10.08	\$0.00	\$2.53	\$0.00	\$34.75
2	55.00	\$27.05	\$10.08	\$0.00	\$5.07	\$0.00	\$42.20
3	70.00	\$34.43	\$10.08	\$11.62	\$7.60	\$0.00	\$63.73
4	80.00	\$39.35	\$10.08	\$11.62	\$10.14	\$0.00	\$71.19
PIPELAYER	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER & PIPEFITTER	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
PLUMBERS & PIPEFITTERS LOCAL 104							
PLUMBERS & PIPEFITTERS LOCAL 104							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBER & PIPEFITTER Effective Date: 3/17/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.14	\$9.55	\$10.10	\$0.00	\$0.00	\$41.79
2	50.00	\$24.61	\$9.55	\$10.10	\$0.00	\$0.00	\$44.26
3	55.00	\$27.07	\$9.55	\$10.10	\$0.00	\$0.00	\$46.72
4	60.00	\$29.53	\$9.55	\$10.10	\$0.00	\$0.00	\$49.18
5	65.00	\$31.99	\$9.55	\$10.10	\$0.00	\$0.00	\$51.64
6	70.00	\$34.45	\$9.55	\$10.10	\$0.00	\$0.00	\$54.10
7	75.00	\$36.91	\$9.55	\$10.10	\$0.00	\$0.00	\$56.56
8	80.00	\$39.37	\$9.55	\$10.10	\$0.00	\$0.00	\$59.02
9	80.00	\$39.37	\$9.55	\$10.10	\$7.00	\$0.00	\$66.02
10	80.00	\$39.37	\$9.55	\$10.10	\$7.00	\$0.00	\$66.02
<hr/>							
PNEUMATIC CONTROLS (TEMP.)	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
PLUMBERS & PIPEFITTERS LOCAL 104							
PLUMBERS & PIPEFITTERS LOCAL 104							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
<hr/>							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
LABORERS	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
<hr/>							
POWDERMAN & BLASTER	6/2/2025	\$37.25	\$9.90	\$9.25	\$8.32	\$0.00	\$64.72
LABORERS	12/1/2025	\$38.50	\$9.90	\$9.25	\$8.32	\$0.00	\$65.97
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.80	\$9.90	\$9.25	\$8.32	\$0.00	\$67.27
	12/7/2026	\$41.10	\$9.90	\$9.25	\$8.32	\$0.00	\$68.57
	6/7/2027	\$42.50	\$9.90	\$9.25	\$8.32	\$0.00	\$69.97
	12/6/2027	\$43.90	\$9.90	\$9.25	\$8.32	\$0.00	\$71.37
	6/5/2028	\$45.40	\$9.90	\$9.25	\$8.32	\$0.00	\$72.87
	12/4/2028	\$46.90	\$9.90	\$9.25	\$8.32	\$0.00	\$74.37
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2025	\$38.00	\$9.65	\$9.00	\$6.06	\$0.00	\$62.71
LABORERS	12/1/2025	\$39.24	\$9.65	\$9.00	\$6.06	\$0.00	\$63.95
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$40.54	\$9.65	\$9.00	\$6.06	\$0.00	\$65.25
	12/1/2026	\$41.83	\$9.65	\$9.00	\$6.06	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
<hr/>							
PUMP OPERATOR (CONCRETE)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
<hr/>							
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	5/1/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$0.00	\$45.21
TEAMSTERS 404 - Construction Service (Northampton)							
TEAMSTERS 404 - Construction Service (Northampton)							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
LABORERS	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
ROLLER OPERATOR	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Coal tar pitch)	10/2/2024	\$42.38	\$10.35	\$8.70	\$9.30	\$0.00	\$70.73
ROOFERS LOCAL 248	7/16/2025	\$43.88	\$10.35	\$8.70	\$9.30	\$0.00	\$72.23
ROOFERS LOCAL 248	10/2/2025	\$44.88	\$10.35	\$8.70	\$9.30	\$0.00	\$73.23
	7/16/2026	\$46.88	\$10.35	\$8.70	\$9.30	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"							
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)	10/2/2024	\$41.88	\$10.35	\$8.70	\$9.30	\$0.00	\$70.23
ROOFERS LOCAL 248	7/16/2025	\$43.38	\$10.35	\$8.70	\$9.30	\$0.00	\$71.73
ROOFERS LOCAL 248	10/2/2025	\$44.38	\$10.35	\$8.70	\$9.30	\$0.00	\$72.73
	7/16/2026	\$46.38	\$10.35	\$8.70	\$9.30	\$0.00	\$74.73
Apprentice: ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)							
Effective Date: 10/2/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.13	\$10.35	\$0.00	\$0.00	\$0.00	\$35.48
2	65.00	\$27.22	\$10.35	\$8.70	\$9.30	\$0.00	\$55.57
3	70.00	\$29.32	\$10.35	\$8.70	\$9.30	\$0.00	\$57.67
4	75.00	\$31.41	\$10.35	\$8.70	\$9.30	\$0.00	\$59.76
5	80.00	\$33.50	\$10.35	\$8.70	\$9.30	\$0.00	\$61.85
6	85.00	\$35.60	\$10.35	\$8.70	\$9.30	\$0.00	\$63.95
7	90.00	\$37.69	\$10.35	\$8.70	\$9.30	\$0.00	\$66.04
8	95.00	\$39.79	\$10.35	\$8.70	\$9.30	\$0.00	\$68.14
ROOFER SLATE / TILE / PRECAST CONCRETE	10/2/2024	\$42.38	\$10.35	\$8.70	\$9.30	\$0.00	\$70.73
ROOFERS LOCAL 248	7/16/2025	\$43.88	\$10.35	\$8.70	\$9.30	\$0.00	\$72.23
ROOFERS LOCAL 248	10/2/2025	\$44.88	\$10.35	\$8.70	\$9.30	\$0.00	\$73.23

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	7/16/2026	\$46.88	\$10.35	\$8.70	\$9.30	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"							
SCRAPER	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS)	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-PROPELLED POWER BROOM	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SHEETMETAL WORKER	1/1/2025	\$42.23	\$12.20	\$10.79	\$7.95	\$2.13	\$75.30
SHEETMETAL WORKERS LOCAL 63							
SHEETMETAL WORKERS LOCAL 63							

Apprentice: SHEETMETAL WORKER**Effective Date: 1/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.00	\$5.49	\$4.86	\$0.00	\$0.85	\$30.20
2	50.00	\$21.12	\$6.10	\$5.40	\$0.00	\$0.94	\$33.56
3	55.00	\$23.23	\$6.71	\$9.71	\$0.00	\$1.15	\$40.80
4	60.00	\$25.34	\$7.32	\$9.71	\$0.00	\$1.23	\$43.60
5	65.00	\$27.45	\$7.93	\$9.71	\$0.00	\$1.31	\$46.40
6	70.00	\$29.56	\$8.54	\$9.71	\$0.00	\$1.39	\$49.20
7	75.00	\$31.67	\$9.15	\$9.71	\$0.00	\$1.47	\$52.00
8	80.00	\$33.78	\$9.76	\$9.71	\$7.95	\$1.78	\$62.98
9	85.00	\$35.90	\$10.37	\$9.71	\$7.95	\$1.86	\$65.79
10	90.00	\$38.01	\$10.98	\$9.71	\$7.95	\$1.94	\$68.59

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$0.00	\$77.27
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$0.00	\$78.88
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	4/1/2023	\$47.43	\$11.45	\$7.20	\$9.41	\$0.00	\$75.49
SPRINKLER FITTERS LOCAL 669							
SPRINKLER FITTERS LOCAL 669							

Apprentice: SPRINKLER FITTER							
Effective Date: 4/1/2023							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$21.34	\$8.22	\$0.00	\$0.00	\$0.00	\$29.56
2	50.00	\$23.72	\$8.22	\$0.00	\$0.00	\$0.00	\$31.94
3	55.00	\$26.09	\$11.45	\$7.20	\$0.00	\$0.00	\$44.74
4	60.00	\$28.46	\$11.45	\$7.20	\$1.15	\$0.00	\$48.26
5	65.00	\$30.83	\$11.45	\$7.20	\$1.15	\$0.00	\$50.63
6	70.00	\$33.20	\$11.45	\$7.20	\$1.40	\$0.00	\$53.25
7	75.00	\$35.57	\$11.45	\$7.20	\$1.40	\$0.00	\$55.62
8	80.00	\$37.94	\$11.45	\$7.20	\$1.40	\$0.00	\$57.99
9	85.00	\$40.32	\$11.45	\$7.20	\$1.40	\$0.00	\$60.37
10	90.00	\$42.69	\$11.45	\$7.20	\$1.40	\$0.00	\$62.74

TELECOMMUNICATION TECHNICIAN	6/29/2025	\$52.16	\$13.50	\$8.31	\$6.90	\$0.00	\$80.87
ELECTRICIANS LOCAL 7	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 6/29/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$20.86	\$7.50	\$0.63	\$0.00	\$0.00	\$28.99
2	45.00	\$23.47	\$7.50	\$0.70	\$0.00	\$0.00	\$31.67
3	50.00	\$26.08	\$13.50	\$7.53	\$0.00	\$0.00	\$47.11
4	55.00	\$28.69	\$13.50	\$7.61	\$0.00	\$0.00	\$49.80
5	65.00	\$33.90	\$13.50	\$9.84	\$0.00	\$0.00	\$57.24
6	70.00	\$36.51	\$13.50	\$11.30	\$0.00	\$0.00	\$61.31

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 12/28/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.30	\$7.65	\$0.63	\$0.00	\$0.00	\$29.58
2	40.00	\$23.97	\$7.65	\$0.70	\$0.00	\$0.00	\$32.32
3	26.63	\$26.63	\$13.75	\$7.53	\$0.00	\$0.00	\$47.91
4	55.00	\$29.29	\$13.75	\$7.61	\$0.00	\$0.00	\$50.65
5	65.00	\$34.62	\$13.75	\$9.84	\$0.00	\$0.00	\$58.21
6	70.00	\$37.28	\$13.75	\$11.30	\$0.00	\$0.00	\$62.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	2/1/2025	\$64.74	\$11.49	\$15.57	\$8.02	\$0.00	\$99.82
BRICKLAYERS LOCAL 3	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/10/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
	8/1/2026	\$70.44	\$11.49	\$15.57	\$8.02	\$0.00	\$105.52
	2/1/2027	\$71.84	\$11.49	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.37	\$11.49	\$15.57	\$8.02	\$0.00	\$67.45
2	60.00	\$38.84	\$11.49	\$15.57	\$8.02	\$0.00	\$73.92
3	70.00	\$45.32	\$11.49	\$15.57	\$8.02	\$0.00	\$80.40
4	80.00	\$51.79	\$11.49	\$15.57	\$8.02	\$0.00	\$86.87
5	90.00	\$58.27	\$11.49	\$15.57	\$8.02	\$0.00	\$93.35

Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$11.49	\$15.57	\$8.02	\$0.00	\$68.53
2	60.00	\$40.13	\$11.49	\$15.57	\$8.02	\$0.00	\$75.21
3	70.00	\$46.82	\$11.49	\$15.57	\$8.02	\$0.00	\$81.90
4	80.00	\$53.51	\$11.49	\$15.57	\$8.02	\$0.00	\$88.59
5	90.00	\$60.20	\$11.49	\$15.57	\$8.02	\$0.00	\$95.28

TERRAZZO MECHANIC	2/1/2025	\$65.82	\$11.49	\$15.57	\$7.99	\$0.00	\$100.87
BRICKLAYERS LOCAL 3	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
	8/1/2026	\$71.52	\$11.49	\$15.57	\$7.99	\$0.00	\$106.57
	2/1/2027	\$72.92	\$11.49	\$15.57	\$7.99	\$0.00	\$107.97

Apprentice: TERRAZZO MECHANIC							
Effective Date: 2/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$11.49	\$15.57	\$7.99	\$0.00	\$67.96
2	60.00	\$39.49	\$11.49	\$15.57	\$7.99	\$0.00	\$74.54
3	70.00	\$46.07	\$11.49	\$15.57	\$7.99	\$0.00	\$81.12
4	80.00	\$52.66	\$11.49	\$15.57	\$7.99	\$0.00	\$87.71
5	90.00	\$59.24	\$11.49	\$15.57	\$7.99	\$0.00	\$94.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO MECHANIC Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$11.49	\$15.57	\$7.99	\$0.00	\$69.04
2	60.00	\$40.78	\$11.49	\$15.57	\$7.99	\$0.00	\$75.83
3	70.00	\$47.58	\$11.49	\$15.57	\$7.99	\$0.00	\$82.63
4	80.00	\$54.38	\$11.49	\$15.57	\$7.99	\$0.00	\$89.43
5	90.00	\$61.17	\$11.49	\$15.57	\$7.99	\$0.00	\$96.22
<hr/>							
TEST BORING DRILLER	6/1/2025	\$51.70	\$9.90	\$9.25	\$9.80	\$0.00	\$80.65
LABORERS	12/1/2025	\$53.20	\$9.90	\$9.25	\$9.80	\$0.00	\$82.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$54.75	\$9.90	\$9.25	\$9.80	\$0.00	\$83.70
	12/1/2026	\$56.25	\$9.90	\$9.25	\$9.80	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
TEST BORING DRILLER HELPER	6/1/2025	\$47.82	\$9.90	\$9.25	\$9.80	\$0.00	\$76.77
LABORERS	12/1/2025	\$49.32	\$9.90	\$9.25	\$9.80	\$0.00	\$78.27
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.87	\$9.90	\$9.25	\$9.80	\$0.00	\$79.82
	12/1/2026	\$52.37	\$9.90	\$9.25	\$9.80	\$0.00	\$81.32
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
TEST BORING LABORER	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.75	\$9.90	\$9.25	\$9.80	\$0.00	\$79.70
	12/1/2026	\$52.25	\$9.90	\$9.25	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
TRACTORS	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
<hr/>							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$0.00	\$77.56
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$0.00	\$79.17
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
<hr/>							
TUNNEL WORK - COMPRESSED AIR	6/1/2025	\$59.93	\$9.90	\$9.25	\$10.25	\$0.00	\$89.33
LABORERS	12/1/2025	\$61.43	\$9.90	\$9.25	\$10.25	\$0.00	\$90.83
LABORERS (COMPRESSED AIR)	6/1/2026	\$62.98	\$9.90	\$9.25	\$10.25	\$0.00	\$92.38
	12/1/2026	\$64.48	\$9.90	\$9.25	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2025	\$61.93	\$9.90	\$9.25	\$10.25	\$0.00	\$91.33
LABORERS	12/1/2025	\$63.43	\$9.90	\$9.25	\$10.25	\$0.00	\$92.83

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS (COMPRESSED AIR)	6/1/2026	\$64.98	\$9.90	\$9.25	\$10.25	\$0.00	\$94.38
	12/1/2026	\$66.48	\$9.90	\$9.25	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
TUNNEL WORK - FREE AIR LABORERS	6/1/2025	\$52.00	\$9.90	\$9.25	\$10.25	\$0.00	\$81.40
	12/1/2025	\$53.50	\$9.90	\$9.25	\$10.25	\$0.00	\$82.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$55.05	\$9.90	\$9.25	\$10.25	\$0.00	\$84.45
	12/1/2026	\$56.55	\$9.90	\$9.25	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2025	\$54.00	\$9.90	\$9.25	\$10.25	\$0.00	\$83.40
	12/1/2025	\$55.50	\$9.90	\$9.25	\$10.25	\$0.00	\$84.90
LABORERS (FREE AIR TUNNEL)	6/1/2026	\$57.05	\$9.90	\$9.25	\$10.25	\$0.00	\$86.45
	12/1/2026	\$58.55	\$9.90	\$9.25	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
<hr/>							
WAGON DRILL OPERATOR LABORERS	6/2/2025	\$36.50	\$9.90	\$9.25	\$8.32	\$0.00	\$63.97
	12/1/2025	\$37.75	\$9.90	\$9.25	\$8.32	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$39.05	\$9.90	\$9.25	\$8.32	\$0.00	\$66.52
	12/7/2026	\$40.35	\$9.90	\$9.25	\$8.32	\$0.00	\$67.82
	6/7/2027	\$41.75	\$9.90	\$9.25	\$8.32	\$0.00	\$69.22
	12/6/2027	\$43.15	\$9.90	\$9.25	\$8.32	\$0.00	\$70.62
	6/5/2028	\$44.65	\$9.90	\$9.25	\$8.32	\$0.00	\$72.12
	12/4/2028	\$46.15	\$9.90	\$9.25	\$8.32	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
<hr/>							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$36.50	\$9.90	\$9.25	\$6.31	\$0.00	\$61.96
	12/1/2025	\$37.74	\$9.90	\$9.25	\$6.31	\$0.00	\$63.20
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$39.04	\$9.90	\$9.25	\$6.31	\$0.00	\$64.50
	12/1/2026	\$40.33	\$9.90	\$9.25	\$6.31	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
<hr/>							
WATER METER INSTALLER PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2024	\$49.21	\$9.55	\$10.10	\$7.00	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

Bid # 2025-46W
July 2025

**WISTARIAHURST RETAINING
WALL REHABILITATION (REBID)**

**FEDERAL PREVAILING
WAGES**

Superseded General Decision Number: MA20240019

State: Massachusetts

Construction Type: Highway

County: Hampden County in Massachusetts.

HIGHWAY 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)(1).

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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>.

Modification Number	Publication Date
0	01/03/2025
1	04/11/2025
2	05/16/2025

ENGI0004-019 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 57.03	33.20
Group 2.....	\$ 56.40	33.20

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Broom/Sweeper; Crane; Gradall; Post Driver
(Guardrail/Fences)
Group 2: Bulldozer; Grader/Blade

* ENGI0098-010 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 42.88	31.04+A
Group 2.....	\$ 42.57	31.04+A
Group 4.....	\$ 39.12	31.04+A

Footnote:

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: Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid
Loader; Loader
Group 2: Milling Machine; Paver (Asphalt, Aggregate, and
Concrete)
Group 4: Roller

IRON0007-027 03/16/2024

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 39.51	32.98

LAB00596-006 12/01/2021

	Rates	Fringes
LABORER (Traffic Control: Flagger).....	\$ 24.50	23.96

LAB00999-002 12/02/2024

	Rates	Fringes
LABORER (Common or General).....	\$ 35.00	28.87

PAIN0035-023 07/01/2024

	Rates	Fringes
--	-------	---------

PAINTER (Steel).....	\$ 56.76	36.00
----------------------	----------	-------

SUMA2014-009 01/11/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 33.03	20.02
CEMENT MASON/CONCRETE FINISHER...	\$ 52.13	20.89
ELECTRICIAN.....	\$ 47.13	13.41
IRONWORKER, REINFORCING.....	\$ 46.21	21.27
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 33.10	18.09
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 44.43	14.18
LABORER: Landscape.....	\$ 44.11	18.85
OPERATOR: Forklift.....	\$ 51.63	0.00
OPERATOR: Mechanic.....	\$ 48.14	17.02
OPERATOR: Piledriver.....	\$ 43.87	18.04
PAINTER: Spray (Linestriping)....	\$ 38.30	17.43
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 43.73	15.06
TRUCK DRIVER: Concrete Truck....	\$ 33.69	15.79
TRUCK DRIVER: Dump Truck.....	\$ 43.81	5.39
TRUCK DRIVER: Flatbed Truck.....	\$ 48.53	0.00

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

=====

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION"

Bid # 2025-46W

July 2025

**WISTARIAHURST RETAINING
WALL REHABILITATION (REBID)**

**TECHNICAL
SPECIFICATIONS AND
SPECIAL PROVISIONS**

SECTION 01000
SUMMARY OF WORK

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Schematic Drawings, General Provisions of the Contract, Division 1 Specification Sections, and the 2024 edition of the Massachusetts Department of Transportation, Highways Division, Standard Specifications for Highways and Bridges, and all supplements, apply to the work of this Section.

1.02 PROJECT IDENTIFICATION:

- A. General: Project name is "Wistariahurst Retaining Wall Rehabilitation".
- B. Contract Documents: The work to be performed under this Contract is shown in the Contract Documents prepared by Pare Corporation of Holyoke, Massachusetts.

1.03 SUMMARY OF WORK:

- A. The work required by these specifications shall include furnishing all labor, skill, supervision, tools, construction equipment and materials, and performing all operations necessary to properly complete contract work as shown on the Schematic Drawings, as described in these specifications, and as evidently required, to the complete satisfaction of the Owner and the Engineer.
- B. The work associated with Wistariahurst Retaining Wall Rehabilitation generally consists of but is not limited to the following efforts below. The listed efforts may change in sequence and in response to the successful bidders work plan:
 - 1. Mobilize to the site; establish site access.
 - 2. Install temporary security fencing.
 - 3. Install erosion and sediment control devices.
 - 4. Install tree protection.
 - 5. Complete selective clearing and stockpiling for re-use mulch, landscape grass or sod, and loam within the limits of work; fill resulting voids with approved material compacted in lifts; stockpile suitable loam for reuse.
 - 6. Complete wall rehabilitation construction work, including but not limited to:
 - a. Provide temporary vehicle and pedestrian traffic control measures (MUTCD Signage on timber posts
 - b. Identify and label each section of wrought iron fence, remove and store wrought iron fence
 - c. Identify and label each section of capstone, remove and store coping or capstones
 - d. Excavate backfill on retained side to subgrade depth necessary to clean backside of each stone, map, remove and store existing wall stones for the upper most layer of masonry stone wall.
 - e. Excavate to correct subgrade for installation of the cement concrete footing.
 - f. Install required layer of crushed stone.
 - g. Install formwork for proposed cement concrete footing (3.5' wide x 1.25' tall x 150' long)
 - h. Install steel reinforcement
 - i. Pour and place 4,000 psi cement concrete, cure. Remove formwork after curing complete.
 - j. Install crushed stone and subdrain on fill side of footing and wall to be reconstructed.
 - k. Install filler stone blocks of correct size (minimum 24-inch depth (into backfill) and height) in a bed of mortar on the cured cement concrete footing.
 - l. Backfill and compact soil front side of footing and filler stones up to correct subgrade of HMA sidewalk.
 - m. Install masonry stones, setting each stone in a bed of ASTM Type M mortar, using a slightly

**SECTION 01000
SUMMARY OF WORK**

- raised mortar joint to match existing wall sections.
- n. Repeat rebuilding stone masonry wall according to process described above in a bed of mortar
 - o. Install Geosynthetic tie back material from backside of masonry stones and place over backfill and free draining crushed stone
 - p. In conjunction with rebuilding the masonry stone wall, install stockpiled existing fill, crushed stone, filter fabric, geosynthetic tie back material, and ordinary borrow, vibro-compacting back fill soil. Installation should be according to the construction detail.
 - q. Grade the backfill final surface to be shaped to direct runoff and meltwater to a low point and pitched away from wall and coping.
 - r. Reinstall capstone or coping in bed of mortar on uppermost masonry wall stone.
 - s. Reinstall wrought iron fence into capstone support holes, fill with epoxy.
 - t. Point all exposed face stone joints
 - u. Install sidewalk base material.
 - v. Install new HMA sidewalk and Cement Concrete ADA Compliant Ramps to correct grade.
 - w. Loam and seed.
 - x. Remove tree protection, temporary security fencing, and construction materials from site.
7. Restore disturbed areas of site; install landscaping and seeding, demobilize.
- C. The overall project location is at the Wistariahurst Museum at 238 Cabot Street, in Holyoke, Massachusetts. The proposed wall rehabilitation is at the southeast corner of Pine Street.
- D. The Contractor shall complete specified work items by the date indicated above. The Contractor may negotiate the completion date with the Owner provided that the Contractor's approach meets the Owner's project timeline and spending goals. The Contractor shall be subject to liquidated damages in the amount of \$850 per day for each day the associated work is not complete after the completion date.
- E. During the construction, monitoring will be ongoing, and the Contractor shall accommodate the Owner's representatives as necessary.
- F. Coordinate all work with the Owner and Engineer and maintain the site in a clean, orderly condition during and upon completion of work.
- G. In cases where the Specifications and Drawings include the provision for particular work, equipment or systems as part of the Contract, but do not completely specify all work incidental to such a provision, or do not provide complete detailed designs for all parts of the provision, then the Contractor will provide or perform such incidental work or necessary design services using generally accepted standards of engineering, material, and construction. All Contractor designs shall be approved in writing by the Engineer prior to proceeding with the work.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01000

SECTION 01019
CONTRACT CONSIDERATIONS

PART 1.00 - GENERAL

1.01 SECTION INCLUDES

- A. Inspection and testing
- B. Application for Payment
- C. Change Procedures

1.02 RELATED SECTIONS

- A. Owner-Contractor Agreement: Contract sum/price including allowances. Bonds and Insurance Requirements.
- B. Document 01700 - Contract Close Out.

1.03 INSPECTION AND TESTING

- A. The Contractor shall be responsible for engaging a testing firm, execution of tests, and reporting results as indicated in Section 01400.
- B. The Contractor will cooperate with the Owner and provide their agents with the facilities necessary to sample and inspect during each phase of construction at no cost to the Owner. The Contractor shall be responsible for all costs associated with retesting areas that have previously failed.

1.04 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on EJCDC C-620 - Application for Payment Form or AIA Form G.703.
- B. For each item, provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Applications; Work in Place and Stored Materials under this Application: Authorized Change Orders; Total Completed and Stored to Date of Applications; Percentage of Completion; Balance to Finish; and Retainage.
- C. Present required information in typewritten form.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Scheduled Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- F. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- G. Prepare Application for Final Payment as specified in Section 01700 - Contract Closeout.

1.05 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by the Engineer/Owner, by issuing written supplemental instructions.

SECTION 01019
CONTRACT CONSIDERATIONS

- B. The Engineer/Owner may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 7 days.
- C. The Contractor may propose a change by submitting request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01340. No change will be allowed except under written approval and Notice of Change of the Engineer, verbal orders are not binding.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's estimated price quotation.
- E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Work Directive Change: The Engineer may issue a directive, on EJCDC C-940 Work Directive Change signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. The Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Change Order Forms: EJCDC C-941 Change Order.
- J. Execution of Change Orders: The Engineer will issue Change Orders for signature of parties as provided in the Conditions of the Contract.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01019

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1.00 - GENERAL

1.01 ADMINISTRATIVE SUBMITTALS

- A. Application for Payment: In accordance with the General Conditions and as specified herein.
- B. Final Application for Payment: As specified herein.

1.02 APPLICATION FOR PAYMENT

- A. Reference the General Conditions.
- B. Use separate, detailed Application for Payment Form suitable to Owner for each pay application.
- C. Preparation:
 - 1. List each Change Order and Written Amendment executed prior to date of submission as separate line item.
 - 2. Submit three (3) copies of Application for Payment Form, and such supporting data as may be requested by Owner.

1.03 MEASUREMENT AND PAYMENT

A. REPAIR OF EXISTING RETAINING WALL

Work under this bid item shall include all labor, materials, testing, submittals, tools, and equipment necessary to complete rebuilding of the entire length of existing retaining wall abutting the Wistariahurst Museum on Pine Street from Hampshire St to Cabot St, approximately 442 linear feet, in accordance with the details shown on the schematic plans included in Appendix A. Work includes all site preparation, tree removal, placement of erosion & sediment controls, maintenance and protection of traffic, deconstruction and reconstruction of the Ashlar style grade stone wall on a new cement concrete footing, removal and reinstallation of wrought iron fence and coping, earthen excavation to subgrade, construction of a steel-reinforced cement concrete strip footing, installation of perforated pipe subdrain, and restoration of adjacent areas including loaming & seeding. The only work not included under this item shown on plans and specifications that will be paid separately is supplemental granite stone, police traffic control, and removal and replacement of HMA sidewalk.

Measurement for this item will be based on a linear foot basis for all work completed and accepted in place.

B. SUPPLEMENTAL GRANITE WALL STONE

If an insufficient number of existing stones are available on site, new stones shall conform to the visual appearance of stones found in the existing walls relative to shape, color, size, texture, and where possible, geological composition, in addition to the requirements of Subsection M.9.04.4 of the Standard Specifications. Stones used below grade, for the core, or for the back of walls where not exposed need not meet these special criteria but must conform to Section M9.04.4 and be sized and shaped to allow for proper interlocking with the remaining portion of stonework.

Measurement for this item will be paid for by the square foot and shall include all labor, materials, testing, submittals, tools, and equipment necessary to furnish and install supplemental granite wall stone in accordance with the details shown on the plans or as directed by the Engineer.

C. SUPPLEMENTAL CAPSTONE

SECTION 01025
MEASUREMENT AND PAYMENT

If an insufficient number of capstone stones are available on site, new capstones shall be provided to match the visual appearance of other capstones along the existing walls relative to shape, color, size, texture, and where possible, geological composition. Capstone size shall be no smaller than the smallest existing capstone which remains intact along the existing wall.

Measurement for this item will be paid for by the linear foot and shall include all labor, materials, testing, submittals, tools, and equipment necessary to furnish and install supplemental capstone in accordance with the details shown on the plans or as directed by the Engineer.

D. POLICE TRAFFIC CONTROL

The contract bid price shall be considered as total reimbursement to the Contractor for payments made for the services of all required traffic officers, together with such payments as they will have made for reserve or special officers under the Massachusetts Workmen's Compensation Act (General Laws, Chapter 152, Section 1, as amended), liability insurance, and for payments as the Contractor is required in writing by proper authority to make under the Massachusetts Employment Security Act (General Laws, Chapter 151A) and the Federal Social Security Act (United States Code, Title 26 and 42).

Traffic police costs will be reimbursed at the actual invoice price received from the Police Department. Copies of invoices received shall be submitted with each application for payment.

The intent is to ensure public safety by police direction of traffic. Police are not to serve as watchmen to protect the Contractor's equipment and materials. Nothing contained herein shall be construed as relieving the Contractor of any of their responsibilities for the protection of persons and property under the terms of the Contract.

Payment under this item is to be made at the actual hourly rate charged by the City of Holyoke for actual hours. An estimated (EST.) budget has been included on the Bid Proposal Form and shall be used by all bidders for this item of work.

E. REMOVE AND REPLACE EXISTING HMA SIDEWALK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to remove and replace existing hot mix asphalt sidewalks in accordance with the details shown on the plans or as directed by the Engineer.

Measurement for this item will be based on the number of square yards completed and accepted in place.

Payment for this item will be based on the contract unit price per Square Yard including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified. All sawcutting, excavation, removal and disposal of existing asphalt and base materials, placement and compaction of new base materials and asphalt, placement of tack coat, etc. shall be considered part of this item.

F. REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to remove and replace existing concrete sidewalks in accordance with the details shown on the plans or as directed by the Engineer.

Measurement for this item will be based on the number of square foot completed and accepted in place.

SECTION 01025
MEASUREMENT AND PAYMENT

Payment for this item will be based on the contract unit price per Square Foot including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified. All sawcutting, excavation, removal and disposal of existing asphalt and base materials, placement and compaction of new base materials and asphalt, placement of tack coat, etc. shall be considered part of this item.

G. REMOVE AND REPLACE EXISTING CONCRETE ADA RAMPS

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to remove and replace existing concrete ADA sidewalk ramps in accordance with the details shown on the plans or as directed by the Engineer. Contractors shall note this shall include detectable warning panels.

Measurement for this item will be based on the number of square foot completed and accepted in place.

Payment for this item will be based on the contract unit price per Square Foot including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified. All sawcutting, excavation, removal and disposal of existing asphalt and base materials, placement and compaction of new base materials and asphalt, placement of tack coat, etc. shall be considered part of this item.

1.04 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Imported material or suitable salvaged material that has been stockpiled on-site that becomes unsuitable as a result of inclement weather conditions.
2. Loading, hauling, and disposing of rejected material.
3. Quantities of material wasted or disposed of in manner not called for under the Contract Documents.
4. Rejected loads of material, including material rejected after it has been placed by Contractor.
5. Material not unloaded from transporting vehicle.
6. Defective Work not accepted by the Engineer.
7. Material remaining on hand after completion of Work.

1.05 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Final Payment: Will be made only for materials incorporated into the Work in the Contract; no partial payments shall be made for equipment or materials delivered to the site but not used.

1.06 FINAL APPLICATION FOR PAYMENT

- A. Reference the General Conditions, and as may otherwise be required in the Contract Documents.
- B. Prior to submitting final application, make acceptable delivery of required documents.

PART 2.00 PRODUCTS

Not Used

PART 3.00 EXECUTION

Not Used

END OF SECTION 01025

SECTION 01070
ABBREVIATIONS, SYMBOLS, AND DEFINITIONS

PART 1.00 - GENERAL

1.01 STANDARD SPECIFICATIONS:

- A. Wherever a reference is made to any standard specifications, it shall mean the most recent specification, code, standard or tentative specification of the organization referred to, and these standard specifications shall be considered a part of these Contract Documents to the extent indicated. Abbreviations which may be used refer to the following organizations:

- | | |
|-------------|--|
| 1. AA | Aluminum Association |
| 2. AAMA | Architectural Aluminum Manufacturers Association |
| 3. AASHTO | American Association of State Highway and Transportation Officials |
| 4. ACI | American Concrete Institute |
| 5. ACOE | U.S. Army Corps of Engineers |
| 6. ADA | Americans with Disabilities Act |
| 7. AISC | American Institute of Steel Construction |
| 8. AISI | American Iron and Steel Institute |
| 9. ANSI | American National Standards Institute |
| 10. ASTM | American Society for Testing and Materials |
| 11. AWS | American Welding Society |
| 12. City | City of Holyoke |
| 13. MAAB | Massachusetts Architectural Access Board |
| 14. MADEP | Massachusetts Department of Environmental Protection |
| 15. MADCR | Massachusetts Department of Conservation and Recreation |
| 16. MassDOT | Massachusetts Department of Transportation (formerly Massachusetts Highway Department) |
| 17. MTA | Massachusetts Turnpike Authority |
| 18. NFPA | National Fire Protection Association |
| 19. OCD | Office of Community Development |
| 20. OSHA | Occupational Safety and Health Administration |
| 21. PTI | Post-tensioning Institute |
| 22. UL | Underwriter's Laboratory |

1.02 DEFINITIONS

- A. General:

A substantial amount of specification language consists of definitions of terms found in other Contract Documents, including the drawings. Certain terms used in Contract Documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

1. Construction Documents: Refers to the contract documents inclusive of the Contractors Bid, the Contract, General Conditions, Supplementary Conditions, Technical Specifications, Permits, and Construction Drawings.
2. Tree: Refers to woody growth with a trunk diameter equal to or greater than six (6) inches at a height of four (4) feet measured from the ground surface.
3. Brush: Refers to woody and non-woody vegetation with diameter less than six (6) inches at a height of four (4) feet measurement from the ground surface.

- B. Owner of the Site: The City of Holyoke is the current owner of the property and is referred to as Owner in the Contract Documents.

2025-33W
May 2025

SECTION 01070
ABBREVIATIONS, SYMBOLS, AND DEFINITIONS

- C. Engineer: Refers to the engineer of record, Pare Corporation of Holyoke, Massachusetts and its representatives.
- D. Work: Refers to all construction activities associated with Wistariahurst Retaining Wall Rehabilitation as specified in the Contract Documents and specified herein.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 – EXECUTION

Not Used

END OF SECTION 01070

SECTION 01200
PROJECT MEETINGS

PART 1.00 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Owner or Owner's Representative shall schedule and administer the preconstruction conference. The Owner or Owner's Representative shall:
 - 1. Prepare the agenda for the meeting.
 - 2. Notify all parties required to attend meeting.
 - 3. Make physical arrangements for meeting.
 - 4. Preside at meeting.
 - 5. Record the minutes, including significant proceedings and decisions.
 - 6. Reproduce and distribute copies of minutes within seven (7) calendar days after the meeting to participants in the meeting and other parties affected by decisions made at the meeting.
- B. The Owner or Owner's Representative shall schedule and administer periodic progress meetings, and specially called meetings throughout the progress of the work. The Owner or Owner's Representative shall:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes, including significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes within seven (7) calendar days after each meeting to participants in the meeting and other parties affected by decisions made at the meeting.
- C. Representatives of Contractors, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. Attendance:
 - 1. Owner and/or representative.
 - 2. Resident project representative.
 - 3. Contractor's superintendent.
 - 4. Major Subcontractors.
 - 5. Major suppliers.
 - 6. Others as appropriate.
- B. Suggested Agenda:
 - 1. Distribution and discussion of
 - a. List of major Subcontractors and suppliers.
 - b. Projected construction schedules.
 - 2. Critical work sequencing.
 - 3. Major equipment deliveries and priorities.
 - 4. Project coordination.
 - a. Designation of responsible personnel.
 - 5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.

**SECTION 01200
PROJECT MEETINGS**

- d. Change orders.
- e. Applications for payment.
- 6. Adequacy of distribution of Contract Documents.
- 7. Procedures for maintaining record documents.
- 8. Use of premises:
 - a. Office, work and storage areas.
 - b. Owner's requirements.
- 9. Construction facilities, controls and construction aids.
- 10. Traffic Maintenance Plan.
- 11. Temporary utilities.
- 12. Safety and first-aid procedures.
- 13. Security procedures.
- 14. Housekeeping procedures.
- 15. Place, date and time for regular progress meetings.

1.03 PROGRESS MEETINGS

- A. Conduct scheduled progress meetings at place, dates and times agreed upon at Pre-Construction Conference.
- B. Conduct additional meetings as progress of the work dictates.
- C. Attendance:
 - 1. Engineer and their professional consultants as needed.
 - 2. Owner or representative, when required.
 - 3. Contractor's superintendent.
 - 4. Subcontractors as appropriate to the agenda.
 - 5. Suppliers as appropriate to the agenda.
 - 6. Others.
- D. Suggested Agenda:
 - 1. Review approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems, and conflicts.
 - 4. Problems which impede construction schedule.
 - 5. Review of off-site fabrication, delivery schedules.
 - 6. Corrective measures and procedures to regain projected schedule.
 - 7. Revisions to construction schedule.
 - 8. Progress schedule during succeeding work period.
 - 9. Maintenance of quality standards.
 - 10. Pending changes and substitutions.
 - 11. Coordination of schedules.
 - 12. Review submittal schedules; expedite as required.
 - 13. Review proposed changes for:
 - a. Effect on construction schedule and on completion date.
 - b. Effect on subcontracts of the project.
 - 14. Other business.

2025-33W
May 2025

SECTION 01200
PROJECT MEETINGS

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01200

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1.00 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. At least seven (7) calendar days before the scheduled Pre-Construction Conference, prepare and submit to Owner or Owner's Representative the initial construction schedule for the work, with sub schedules, if required, of related activities that are essential to its progress.
- B. Submit revised progress schedules with the submission of each payment request.

1.02 CONTENT OF SCHEDULES

- A. Construction Progress Schedule: Include the following:
 - 1. The name of the project and name and address of the Contractor.
 - 2. The name and address of the Owner.
 - 3. Date indicating the end of the construction period being reported.
 - 4. Legend showing a solid line representing estimated construction and a dotted line representing actual construction.
 - 5. Columns showing the percentage of the total contract of each item, the percentage of completion to date of each item and the weighted percentage of completion of each item to the project as a whole.
 - 6. Starting and completion dates of the contract.
 - 7. Projected percentage of completion for each item, as of the first day of each month.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples: Show the following:
 - 1. The dates for Contractor's submittals.
 - 2. The dates reviewed submittals will be required from the Engineer.

1.03 MONTHLY PROGRESS REPORTS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime Contractors.

1.04 SUBMISSIONS

- A. Submit initial schedule at least seven (7) calendar days before the scheduled Pre-Construction Conference.
 - 1. Owner will review schedule prior to the scheduled Pre-Construction Conference.

2025-33W
May 2025

**SECTION 01310
CONSTRUCTION SCHEDULES**

2. If required, resubmit within seven (7) calendar days after return of review copy.
- B. Submit revised progress schedules with each application for payment.
- C. Submit the number of opaque reproductions which the Contractor requires, plus three (3) copies and a PDF copy which will be retained by the Owner.

1.05 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 1. Job site file.
 2. Subcontractors.
 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01310

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of Contract, and Division-1 Specification Sections apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

- A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

- 1. Refer to other Division-1 sections and other Contract Documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:

- a. Permits.
 - b. Written consents.
 - c. Manifests
 - d. Payment applications.
 - e. Performance and payment bonds.
 - f. Insurance certificates.
 - g. Inspection and test reports.
 - h. Progress reports.
 - i. Listing of Subcontractors.
 - j. Construction schedules.

- B. Shop drawings are technical drawings and data that have been specially prepared for this Project, including but not limited to the following items:

- 1. Fabrication and installation drawings.
 - 2. Coordination drawings (for use on-site).
 - 3. Schedules.
 - 4. Design mix formulas.

- C. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

- 1. Manufacturer's product specifications of the following:
 - a. Supplemental face stone
 - b. Supplemental capstone
 - c. Mortar (ASTM Type M)
 - d. Epoxy

- D. Samples are physical examples of work, including but not limited to the following items:

- 1. Sample mortar joint detail
 - 2. Supplemental face stone
 - 3. Supplemental capstone

SECTION 01340
SUBMITTALS

- E. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:
 - 1. Specially-prepared and standard printed warranties.
 - 2. Project photographs.
 - 3. Testing and certification reports.
 - 4. Record drawings.
 - 5. Field measurement data.

1.03 SUBMITTAL PROCEDURES

- A. General: Refer to the General Conditions for basic procedures for submittal handling.
- B. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.
 - 1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Engineer/Owner/Owner's Representative need to review a related submittal. The Engineer/Owner/Owner's Representative reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.
- C. Scheduling: In each appropriate administrative submittal, such as the progress schedule, show the principal work-related submittals and time requirements for coordination of submittal activity with related work.
- D. Coordination of Submittal Times: Prepare and transmit each submittal to the Engineer/Owner sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Engineer/Owner's need to review submittals concurrently for coordination.
- E. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Engineer/Owner on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.
 - 1. Allow seven (7) calendar days for the Engineer/Owner's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Engineer/Owner will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.
 - 2. Allow five (5) calendar days for reprocessing each submittal.
 - 3. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Engineer/Owner sufficiently in advance of the work.
- F. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.
 - 1. Project name.
 - 2. Date.

SECTION 01340
SUBMITTALS

3. Name and address of Owner.
4. Name and address of Contractor.
5. Name and address of supplier.
6. Name of manufacturer.
7. Number and title of appropriate specification section.
8. Drawing number and detail references, as appropriate.
9. Similar definitive information as necessary.
10. Provide a space on the label for the Contractor's review and approval markings, and a space for the Engineer/Owner's "Action" marking.

- F. Electronic Submittal Transmittal: Package each submittal separately for transmittal and handling. Project submittals shall be transmitted via email to the Owner and Engineer.

Transmit one (1) copy, including a transmittal form for each submittal to the Owner and Engineer via email. Identify each submittal by the submittal number, product/submittal name, and specification section number on the transmittal form. Submittals received from sources other than the Contractor will not be accepted and marked "without action".

1. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.
2. Include the Contractor's signed certification stating that information submitted complies with requirements of the Contract Documents.
3. Sequentially number the transmittal forms; resubmittals to have original number with an alphabetic suffix.
4. Where appropriate, submittals shall be in Adobe PDF format. Where appropriate, File formats shall be compatible with Microsoft Windows 10.
5. In the event of a discrepancy between the electronically transmitted submittal and the hardcopy, the hardcopy shall prevail.

- G. Contractor Review: Stamp of approval indicates to Owner and Engineer/Owner that all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data have been determined and verified, and that each submittal has been reviewed or coordinated with requirements of work and Contract Documents.

- H. No portion of Work requiring shop drawings shall be started or any materials be fabricated, delivered to site, or installed prior to approval of such items. Fabrication performed, materials purchased, or on-site construction accomplished which does not conform to approved shop drawings and data shall be at Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

- I. Project work, materials, fabrications, and installation shall conform to approved shop drawings.

1.04 SPECIFIC SUBMITTAL REQUIREMENTS

- A. Miscellaneous Submittals:

1. Inspection and Test Reports: Classify each inspection and test report as being either "Shop Drawings" or "Product Data" depending on whether the report is specially prepared for the

SECTION 01340
SUBMITTALS

- project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
2. Survey Data: Provide copies of all survey data collected for property surveys, field measurements, quantitative records of actual work, damage surveys and similar data required by the individual sections of these specifications. None of the specified copies will be returned.
 3. Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Engineer/Owner's use. Where workmanship, whether at the project site or elsewhere, is governed by a standard, furnish additional copies of the standard to installers, Owner's field representative, and others involved in the performance of the work.
 4. Closeout Submittals: Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.
 - a. Record Documents: Furnish set of original documents as maintained on the project site.
 5. General Distribution: Provide additional distribution of submittals to Subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Engineer/Owner where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.05 ENGINEER/OWNER'S ACTION

- A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Engineer/Owner will review each submittal, mark with appropriate "Action", and where possible return within seven (7) calendar days of receipt. Where the submittal must be held for coordination the Engineer/Owner will so advise the Contractor without delay.
- B. Action Stamp: The Engineer/Owner will stamp, sign and date each submittal copy to be returned to Contractor and indicate disposition of each submittal in accordance with the following grading requirements:
 1. "No Exceptions Taken" indicates that Engineer/Owner notes no exception to the intent of the Contract Documents. Fabrication of item may commence.
 2. "Furnish as Corrected" indicates that with minor corrections or additions, Engineer/Owner notes no exception to the intent of the Contract Documents. Item may be fabricated on basis of corrections noted. No further checking will be required.
 3. "Revise and Resubmit": No fabrication may commence.
 4. "Rejected" indicates nonconformance with the contract requirements, or that too many corrections would be necessary. The Engineer/Owner will state the reasons for rejections.
 5. "Submit Specified Item" indicates missing portions of the submissions. Fabrication may commence upon submission and approval of specified item.
 6. "Reviewed" indicates that the Engineer/Owner has received and processed the submittal. No determination of conformance was completed/necessary.
- C. Engineer/Owner Review:

SECTION 01340
SUBMITTALS

1. Engineer/Owner's review of submitted drawings and data will cover only general conformity to drawings and specification, external connections, and dimensions which affect layout.
2. Engineer/Owner's review does not indicate thorough review of all dimensions.
3. Engineer/Owner's review of submittals does not relieve Contractor's responsibility for errors, omissions, deviations, or responsibility for compliance with Contract Documents.

1.06 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Engineer/Owner and resubmit until they are denoted "No Exceptions Taken" or "Furnish as Corrected" by the Engineer/Owner. Resubmission requirements specified in individual specification sections, which differ from these requirements, will take precedence over these requirements.
- B. Shop Drawings and Product Data:
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate any changes which have been made other than those requested by the Engineer/Owner.
- C. Samples: Submit new samples as required for initial submittal.

1.07 DISTRIBUTION

- A. Distribute reproductions of shop drawings and copies of product data which carry the Engineer's stamp denoting "No Exceptions Taken" or "Furnish as Corrected" to:
 1. Job site file.
 2. Record documents file.
 3. Subcontractors.
 4. Supplier or fabricator.
- B. Distribute samples which carry the Engineer/Owner's stamp denoting "No Exceptions Taken" or "Furnish as Corrected" as directed by the Engineer/Owner.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01340

SECTION 01400
QUALITY CONTROL/QUALITY ASSURANCE

PART 1.00 - GENERAL

1.01 SECTION INCLUDES

- A. Quality Control that the Contractor will perform during the performance of this work.
- B. Quality Assurance that the Owner will perform during the performance of this work.

1.02 SUBMITTALS

- A. Submit Quality Control Plan to the Owner/Owner's Representative at least three (3) calendar days before starting work which includes the following information:
 - 1. Statement and description of Contractor's overall Quality Control (QC) program as described below. Each Sub-contractor shall submit a separate QC program applicable to their scope of work to the Contractor.
 - 2. Procedures to be used in obtaining field samples of materials except where required for submittal under other sections.
 - 3. Name, qualifications, and prior experience of inspection and testing laboratories that Contractor proposes for Owner/Owner's Representative's consideration.

1.03 QUALITY CONTROL (QC) PROGRAM

- A. Formulation, Submission, Details and Acceptance of Plan:
 - 1. The plan shall identify personnel, and establish procedures, instructions, records, and forms to be used. If Contractor fails to submit an acceptable QC Plan, the Owner/Owner's Representative will refuse to allow construction to start.
 - 2. The Contractor's QC Plan shall include as a minimum, the following:
 - a. A description of the Contractor's QC organization, including a chart showing lines of authority, and acknowledgement that the Contractor's QC staff shall conduct inspections for all aspects of the work specified.
 - b. The name, qualifications, responsibilities, and authority of each person assigned to the Contractor's QC function.
 - c. Procedures for scheduling and managing submittals, including those of Subcontractor, fabricators, suppliers, and purchasing agents.
 - d. Control procedures to be promulgated.
 - e. Control testing procedures for each specific test, including field sampling.
 - f. Reporting procedures including proposed reporting formats.
 - 3. Acceptance of Plan: Acceptance of the Contractor's plan by the Owner/Owner's Representative is required prior to the start of construction. Acceptance is conditional, and its continuation will depend on satisfactory performance by the Contractor during construction. The Owner/Owner's Representative reserves the right to require the Contractor to make changes in the Contractor's QC Plan and operations as necessary to obtain the quality specified, at no additional cost to the Owner.

SECTION 01400
QUALITY CONTROL/QUALITY ASSURANCE

4. Notification of Changes: After acceptance of the Contractor's QC Plan, the Contractor shall notify the Owner/Owner's Representative in writing of any proposed change. The proposed changes will be subject to acceptance by the Owner/Owner's Representative.
- B. Implementation of QC Plan:
1. General:
 - a. Comply with the highest industry standards except when specified requirements indicate more rigid standards, or more precise workmanship is required.
 - b. Provide personnel to produce work of specified quality.
 - c. Secure, protect, and maintain products and Work completed or in progress from damage during the progress of remaining Work.
 2. Preparatory Inspection: This shall be performed prior to beginning any segment of Work. It shall include a review of Contract requirements; a check to assure that all materials and or equipment are on hand, and have been tested, samples submitted and approved; a check to assure that provisions have been made to do required control testing; examination of the work has been completed; and a physical examination of materials, equipment and sample work to assure that they conform to approved shop drawings or submittal data. Contractor shall instruct each Subcontractor contributing work as to the acceptable level of workmanship required in the Contractor's QC Plan in order to meet Specifications.
 3. Initial Inspection: This shall be performed as soon as a representative portion of a particular segment of Work has been accomplished, and shall include examination of the quality of workmanship and materials, a review of control testing for compliance with Contract requirements, and inspection for omissions and dimensional requirements.
 4. Follow-up Inspections: These shall be performed regularly to assure continuing compliance with Contract requirements, including control testing, until Completion. Final follow-up inspections shall be conducted, and deficiencies corrected prior to final acceptance of segments of Work.
 5. Tests: A list of QC tests, and the frequency of their performance, which the Contractor understands they are to perform, and on which they are to submit reports shall satisfy the requirements described under Table 1.
 6. Prompt turn-around is required for all analyses, so as not to jeopardize the project schedule. Verbal turn-around time on soil samples is not to exceed 48 hours and written turn-around time is not to exceed 72 hours.
 7. The Contractor shall submit the list of tests, and the frequency of their performance, as a part of the Contractor's QC Plan, to the Owner/Owner's Representative. The list shall give the test name, Specification Paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The Contractor shall perform the following activities:
 - a. Verify that testing procedures comply with Contract requirements.
 - b. Verify that facilities and testing equipment are available and comply with testing standards.
 - c. Check test instrument calibration data against certified standards.

SECTION 01400
QUALITY CONTROL/QUALITY ASSURANCE

- d. Verify that recording forms, including all of the test documentation requirements, have been prepared.
- 8. Testing for Laboratory Capability:
 - a. Capability Check: Owner/Owner's Representative shall have the right to check laboratory equipment in proposed laboratories for compliance with testing procedures.
 - b. Capability Rechecks: If the selected laboratory (or laboratories) fails the capability check the Contractor shall be assessed actual costs to reimburse the Owner/Owner's Representative for each succeeding recheck of the laboratory or the checking of a subsequently-selected laboratory.
- 9. Documentation:
 - a. The Contractor shall maintain records of QC operations, activities and tests performed including the Work of suppliers and Subcontractors. These records shall be on an acceptable form and shall include a description of the trades working on the project, the number of personnel working, weather conditions encountered, and delays encountered, and acknowledgement of deficiencies noted along with corrective actions taken on current or previous deficiencies. Additionally, these records shall include evidence that required activities or tests have been performed, including but not limited to the following:
 - 1. Type and number of control activities and tests performed.
 - 2. Results of control activities or tests, including nature of any defects, causes for rejection, and other information related to deficient features.
 - 3. Proposed remedies and accomplished corrections.
 - b. These records shall cover both conforming and defective features, and shall include a statement that supplies, and materials incorporated in the Work comply with the Contract requirements. Legible copies of these records shall be submitted to the Owner/Owner's Representative.
 - c. Notification of Noncompliance: Owner/Owner's Representative will notify the Contractor or their designated representative of any observed noncompliance with requirements of this Section. If the Contractor fails or refuses to comply promptly, the Owner/Owner's Representative may issue an order stopping all or part of the Work until satisfactory corrective action has been taken.

1.04 QUALITY ASSURANCE (QA) PROGRAM

- A. QA testing will be paid for under the appropriate unit price bid items using the separate laboratory approved by the Owner/Owner's Representative.
- B. In general, QA testing will be performed at a frequency equal to about 10 percent of the QC testing frequency or as directed by the Owner/Owner's Representative.

1.05 WEIGHTS AND MEASURES

- A. The Contractor shall weigh and measure its own materials.

SECTION 01400
QUALITY CONTROL/QUALITY ASSURANCE

- B. Give one copy of each delivery's weight or measurement to Owner/Owner's Representative prior to stockpiling or storage.

1.06 REFERENCE STANDARDS

- A. Where reference to an industry standard does not include a date of issue, conform to issue current as of date of Contract Documents.
- B. Where reference to an industry standard includes a date of issue, conform to issue current as of the date specified.

1.07 INSPECTION AND TESTING LABORATORIES

- A. Independent testing laboratories shall perform inspections, tests, and other services specified in individual specification sections, the Contractor's Quality Control Plan, and as required for QA by the Owner/Owner's Representative.
- B. Reports and test results shall be submitted by the independent testing laboratory directly to the Owner, indicating observations and results of tests and indicating compliance or noncompliance with the requirements of the specifications.
- C. Contractor shall provide access to the work and fully cooperate with laboratory firms. Notify Owner at least 48 hours prior to expected time when work is ready for inspection, sampling, or testing, if not otherwise specified for the particular work to be tested.
- D. Retesting required due to nonconformance to specified requirements shall be performed by the same independent testing laboratories on instructions from the Owner/Owner's Representative. Retesting costs shall be borne by the Contractor and will not be applied to any unit price items.

PART 2.00 – PRODUCTS

2.01 MATERIALS

- A. See applicable Specification Sections for types of material and equipment used on this project.

PART 3.00 – EXECUTION

Not Used

END OF SECTION 01400

SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of Contract, and Division-1 Specification Sections, apply to work of this section.

1.02 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain temporary construction facilities as may be required by the Contractor for construction, as specified herein, and remove at completion of work. Section includes but is not limited to requirements for:
 - 1. Field offices.
 - 2. Miscellaneous construction facilities.
 - 3. Temporary utility connections.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local Codes, Laws, Ordinances, and Regulations and with utility company requirements.

1.04 SUBMITTALS

- A. Submit drawings within ten (10) calendar days of starting work to Engineer for approval, showing layout, furnishings, and facilities of field office trailer and information concerning how Contractor proposes to furnish utilities.

1.05 JOB CONDITIONS

- A. Scheduled Uses: Provide temporary construction facilities at time first needed at the site; and maintain, expand and modify facilities as needed throughout construction period.
- B. Conditions of Use: Operate, maintain, control and protect support facilities in a manner which will prevent fire, hazardous exposures, health problems, unsanitary conditions, pollution, contamination, discomfort to users, flooding, freeze-up, interference with construction work, public nuisances and similar deleterious effects.
- C. The Owner is not responsible for damage to any or all facilities due to severe natural occurrences, vandalism, or negligence on the part of the Contractor. The Contractor shall take all necessary precautions to protect and deter potential theft and vandalism within the construction site.

1.06 COSTS

- A. Include all costs associated with furnishing, installing and removing Engineer's and Contractor's field offices, and providing all utilities, equipment, furnishings, services, maintenance, and removal as part of lump sum bid for Mobilization/Demobilization.

SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES

- B. Include all costs for providing all necessary electric, water, sewer, heating/air conditioning, and telephone services to offices throughout construction period.

PART 2.00 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- B. Coordinate interruptions of permanent utilities with utility companies and affected users.
- C. Contractor's Office:
 - 1. The Contractor shall provide its own field offices and such other temporary housing as it may need for storage or fabrication purposes and completely remove at the completion of the work.
 - 2. Provide storage space for all shop drawing submittals, project samples, field laboratory test data and analyses, and other project related information.
 - 3. Store all documents in fire-proof, lockable cabinets.
 - 4. The Contractor and Subcontractors shall arrange for and have installed a telephone for the use of their own field offices and personnel.

2.02 MISCELLANEOUS CONSTRUCTION FACILITIES

- A. Storage Sheds:
 - 1. General: Install individual storage sheds as required to accommodate the work; sized, furnished and equipped properly. Sheds are defined to include both open shelters and fully enclosed spaces.
- B. Sign Materials: Except as otherwise indicated, provide exterior type plywood of sizes and thickness indicated. Provide exterior-grade acrylic-latex-base enamel for painting sign panels and applying required graphics.
- C. Temporary Fencing: Install temporary fencing as necessary to protect the Contractor's property from vandalism. Temporary fencing and other controls shall also be installed as necessary to secure the site and prevent public access to work areas.
- D. Site Access
 - 1. The Contractor shall provide its own lock to be utilized on gates during the duration of the Contract. The Contractor shall provide the City with 5 copies of the key or number combination for the Contractor's lock.

PART 3.00 - EXECUTION

3.01 INSTALLATION OF SUPPORT FACILITIES

- A. General: Use qualified tradesmen for installation of support facilities. Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during course of the

**SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES**

work, to properly accommodate entire work of project. Locate field offices for easy access to construction work, and positioned so that windows give best possible view of construction activities. Provide a reasonably neat and uniform appearance in support facilities, acceptable to Engineer, and to Owner.

- B. Maintain and operate temporary utility systems to assure continuous service.
- C. Modify and extend temporary utility systems as work progress requires.

3.02 INSTALLATION

A. Contractor's Office:

- 1. Where required, provide temporary contractors office.
- 2. Contractor to keep copies of drawings, specifications and other Contract Documents at office at site of work and make readily available for Owner or Owner's representative's use at all times.

- B. Project Identification and Temporary Signs: The Contractor shall furnish and install one (1) 4-foot by 8-foot project notification sign to be installed at the project site. Sign details will be provided by the Owner after Contract Award.

3.03 MAINTENANCE

- A. Field offices to be maintained in a clean condition.
- B. Maintain adequate supply of paper towels, paper cups, toilet paper, soap and other supplies as required by the Engineer.
- C. Janitorial Services:
 - 1. Porta-Potty or SaniCan Toilet facilities to be cleaned and disinfected daily.
 - 2. Keep at least two (2) full, 10-gal potable drinking water containers on hand at all times.
 - 3. Replenish all supplies as required.

3.04 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Upon completion of work of all trades and before final acceptance of entire project, each trade shall remove, at its own expense, all wiring, appurtenances and accessories used in performance of its respective work.
- C. Temporary sheds, utilities, barricades, signs, and other appurtenances related to prosecution of the work and not incorporated in the permanent construction shall be completely removed from the site prior to acceptance of work by Owner.

END OF SECTION 01500

**SECTION 01510
TEMPORARY UTILITIES**

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of Contract, and Division 1 Specification Sections apply to work of this section.

1.02 REQUIREMENTS INCLUDED

- A. Furnishing, installing, and maintaining temporary utilities to support construction including as required by the Contractor.
 - 1. Potable Water
- B. Furnishing, installing, and maintaining sanitary facilities to support construction.

1.03 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company to provide all power for heating, lighting, operation of equipment, or for any other required use.
 - 1. Pay costs for service and for power used.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout construction by use of construction-type power cords.
- C. Provide artificial lighting for areas of work when natural light is not adequate for work, and for areas accessible to public.
- D. Furnish all extension cords, sockets, lamps, motors and accessories for work. Ground all outlets.
- E. All temporary wiring, service equipment and accessories thereto installed shall be removed at expense of Contractor after serving its purpose.
- F. Contractor is required to pay for replacement of all lamps broken and/or removed from premises during construction period and until date of substantial completion of work and written acceptance by Owner.

1.04 TEMPORARY HEATING AND VENTILATION

- A. Provide temporary heating when temperature falls below 50 deg. F and as otherwise required to:
 - 1. Maintain working conditions acceptable to Engineer.
 - 2. Protect all work, materials, and equipment against damage from dampness or cold.
 - 3. Dry out structures.
 - 4. Maintain proper conditions for installation and curing of materials.
- B. Ensure that heating equipment and fuels are compatible for particular purpose and include safety devices in accordance with industry standards.
- C. Do not use combustion type heaters without proper venting or in areas where such equipment might introduce a hazard.

**SECTION 01510
TEMPORARY UTILITIES**

- D. Ensure that all enclosed areas are ventilated (using forced-draft equipment when necessary) as required to maintain proper conditions for personnel and work, and to avoid any accumulation of hazardous dust or fumes.
- E. Pay costs associated with furnishing, installing, maintaining, operating, and removing of heating and ventilation equipment.

1.05 TEMPORARY WATER

- A. Furnish all water required for and in connection with work to be done under this Contract.
- B. Pay costs associated with furnishing, installing, maintaining, operating, and removing of water-related equipment.

1.06 TEMPORARY SANITARY FACILITIES

- A. Furnish temporary sanitary facilities at site for needs of all construction workers and others performing work or furnishing services on project.
- B. Ensure that sanitary facilities are:
 - 1. Of a capacity acceptable to Engineer.
 - 2. Maintained throughout construction period.
 - 3. Obscured from public view to greatest extent possible and secured to prevent vandalism.
- C. Furnish at least one toilet for each 5 workers if toilets of chemically treated type are used.
- D. Service, clean, and maintain facilities and enclosures.
- E. Enforce use of such sanitary facilities by all personnel at site.
- F. Pay costs associated with furnishing, installing, maintaining, operating and removing sanitary facilities.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01510

**SECTION 01560
TEMPORARY CONTROLS**

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings, General Provisions of contract, and Division 1 Specification Sections, apply to work of this section.

1.02 REQUIREMENTS INCLUDED

- A. Controlling Contractor's operations and work.
- B. Furnishing, installing and operating temporary controls during construction for:
 - 1. Noise
 - 2. Dust
 - 3. Surface Water
 - 4. Pollution
 - 5. Debris and Clean Up
 - 6. Air Pollution
 - 7. Public Safety

1.03 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the property owner.
- B. The Owner will provide copies of access agreements for accessing the site from the private properties located along the right and left abutments.
- C. Furnish Owner copies of all agreements the Contractor has with property owners to enter or occupy private lands.

1.04 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at their expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.
- B. Along the location of this work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and seeded, subject to the approval of the Engineer.
- C. Trees close to the work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are likely to be damaged because of their operations, but in no case shall any tree be cut or removed without prior notification of the Engineer. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials, subject to the approval of the Owner.

**SECTION 01560
TEMPORARY CONTROLS**

- D. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the proposal.

1.05 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains, electric and telephone cables, and cesspools adjacent to trench excavations, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operations shall be repaired by them at their expense, to the damaged items original condition.
- B. The Contractor shall bear full responsibility for locating all underground structures and utilities (including existing water, gas, electric and telephone services, drain lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this section shall be a part of the work under the contract and all costs in connection therewith shall be included in the unit prices established in the proposal.

1.06 PROTECTION OF WORK

- A. The Contractor shall at all times protect excavations, trenches, new construction, old construction, all job materials, apparatus and fixtures from rain, wind, snow, ice, dust, dirt, mud, groundwater, back-up or leakage of sewers, drains, or other piping, and from water of any other origin, and shall remove promptly any accumulation of the above. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end at no additional cost to Owner.
- B. Thoroughly protect all completed work and all stored materials.
- C. Provide boards, cloths, planks, waterproof paper, canvas or other approved protection and use as necessary to prevent any damage.
- D. Provide protective measures to prevent damage to lawns, trees and shrubs to remain after project is complete.
- E. Protect, at end of each day's work, such work that may be liable to damage by the elements.
- F. Replace or rectify work or materials damaged by workmen, by the elements or by any other cause, to the satisfaction of the Engineer and at no additional expense to the Owner.
- G. Repair streets, curbs, sidewalks, poles, grass, shrubs, trees, or other existing site features, if disturbed by building operations. Leave them in as good condition as they were before being disturbed.
- H. Do not allow workmen, including those of any Subcontractor or supplier, to mark finish surfaces with marking pens or other such devices which are not readily erasable.

**SECTION 01560
TEMPORARY CONTROLS**

- I. Contractor shall be responsible for any and all damage to the Owner provided materials once delivered to the site. All materials shall be handled, stored, and installed in accordance with the manufacturers' recommendations.

1.07 SECURITY

- A. The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner or Contractor, whether or not forming part of the work, located within the limits of work. The Contractor shall have full responsibility for the security of such property located in such areas and shall reimburse the Owner for any such loss, damage, or injury, except such as may be directly caused by agents or employees of the Owner.
- B. The Contractor shall note that the work area is within a secluded area frequented by unauthorized recreational users. The Contractor shall maintain the site in a safe and secure manner to protect both the work and any member of the public in the area of the work.

PART 2.00 – MATERIALS

Not Used

PART 3.00 - EXECUTION

3.01 INTERFERENCE WITH EXISTING STRUCTURES

- A. Whenever it may be necessary to cross or interfere with existing culverts, drains, water pipes or fixtures, guardrails, fences, or other structures needing special care, due notice shall be given to the Owner and to the various public and private agencies or individuals responsible for the utility or structure that is interfered with. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it, and any damage caused shall be thoroughly repaired. The entire work shall be the responsibility of the Contractor and the work shall be performed at no additional expense to the Owner. All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the property Owners and/or the Engineer at no additional expense to the Owner.

3.03 NOISE CONTROL

- A. The Contractor shall employ all reasonable measures to avoid unnecessary noise and ensure that noise is appropriate for normal ambient sound levels in the work area during working hours. Where required by agencies having jurisdiction, certain noise-producing work may have to be performed during specified periods only. Noise control measures during normal work hours shall include but not be limited to:
 - 1. Operate machinery in a manner to cause least noise consistent with efficient performance of work.
 - 2. Equip all construction machinery and vehicles with sound-muffling devices.
 - 3. During construction adjacent to occupied buildings, erect screens or barriers to reduce noise in building to limits in accordance with applicable codes. Conduct operations in such a manner as to avoid unnecessary noise which might interfere with activities of building occupants.

**SECTION 01560
TEMPORARY CONTROLS**

- A. Unless authorized elsewhere in the Contract Documents, Work shall be limited to normal working hours (7 am – 3:30 pm), Monday thru Friday. Authorization shall be obtained from the Owner and abutters for work occurring outside of normal working hours or during holidays.
- B. When the Contractor's work extends beyond normal working hours the Contractor shall incorporate to the complete satisfaction of the Owner and Engineer, adequate noise prevention measures to insure minimum noise impact on the surrounding areas. Noise prevention measures shall include, but not be limited to:
 - 1. Insulated enclosures.
 - 2. Hospital grade silencers or mufflers.
 - 3. Equipment modification.
 - 4. Special equipment, as necessary to meet City noise guidelines.
 - 5. Any other noise prevention measures.
- C. Should at any time the Owner and/or Engineer determine that noise prevention measures are inadequate, the Contractor shall suspend all such work in question until acceptable measures are incorporated. Suspension of work due to inadequate noise prevention shall not be a cause for additional cost to the Owner.
- D. Prior to the start of any work outside normal work hours, the Contractor shall submit a Noise Control plan to the Owner and Engineer for review. Noise Control plans shall be submitted for:
 - 1. Night work.
 - 2. Any other work as determined by the Engineer which warrants special noise prevention measures.
- E. All costs associated with noise control measures shall be considered part of the bid price for appropriate work being completed.

3.04 DUST CONTROL

- A. At no additional cost to the Owner take measures to prevent unnecessary dust.
 - 1. Keep earth surfaces subject to dusting moist with water or calcium chloride in accordance with Section 440 of the MassDOT Standard Specifications.
 - 2. Cover dusty materials in piles or in transit to prevent blowing.
- D. Protect buildings or operating facilities which may be affected adversely by dust.
- E. Protect existing or new machinery, motors, instrument panels, or similar equipment with dust screens.
 - 1. Include proper ventilation with dust screens.

3.05 SURFACE WATER CONTROL

- A. Provide for drainage of stormwater and such water as may be applied or discharged on site in performance of Work.
- B. Ensure that drainage facilities are adequate to prevent damage to Work, site, and adjacent property.

**SECTION 01560
TEMPORARY CONTROLS**

1. Clean, enlarge, or supplement existing drainage channels to carry all increased runoff attributable to operation.
2. Construct dikes to:
 - a. Divert increased runoff from entering adjacent property (except in natural channels).
 - b. Protect the work.
 - c. Direct water to drainage channels or conduits.

3.06 POLLUTION CONTROL

- A. Prevent pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities.
 1. Equipment must be in good condition and inspected for leaks; spill control and cleanup equipment shall be stored on site; and the Contractor shall be responsible for all cleanup and remediation of hazardous materials releases.
 2. Contractor shall ensure that all equipment is well maintained and in adequate condition to prevent leakage, dripping, or other uncontrolled release of oil, grease, fuel or other pollutants.
 3. Do not allow sanitary wastes to enter any drain or watercourse other than sanitary sewers.
 4. Do not allow sediment, debris, or other substance to enter sanitary sewers and take measures to prevent such materials from entering any drain or watercourse.
 5. All concrete repair work requiring cleaning and removal of debris is to be contained as not to contaminate the surrounding environment.

3.07 DEBRIS AND CLEANUP

- A. Keep all premises free at all times from accumulation of waste materials and rubbish.
 1. Immediately after unpacking, remove and dispose of all packing materials, case lumber, excelsior, wrapping, or other rubbish from site.
- B. Provide trash receptacles about site, and empty containers daily.
- C. Neatly stack construction materials, such as concrete forms and scaffolding, when not in use.
- D. Promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solution from surfaces to prevent marring or other damage to satisfaction of Engineer and/or Owner.
- E. Ensure that wastes are not buried or burned on site or disposed into storm drains, sanitary sewers, streams, or waterways.
 1. Remove all wastes from site and dispose in a manner complying with local ordinances and antipollution laws.
 2. Store volatile wastes in covered metal containers and remove daily.
- F. Cleanup as determined by Engineer will be a condition for recommendation of progress payment application.
 1. Contractor shall have full responsibility for cleaning up during and immediately upon completion of work. Remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in execution of work, leaving site clean, free of debris and in condition acceptable to Owner.

**SECTION 01560
TEMPORARY CONTROLS**

2. Equipment or material shall not be left within any work area after acceptance of Contract without written permission of Owner. Do not abandon any material at or near site regardless of its value.

3.08 PUBLIC SAFETY

- A. At all times until final acceptance of Work by Owner, the Contractor shall protect Work and shall take all precautions of preventing injuries to persons or damage to property on or about site. The project site is located within a publicly accessible area. The Contractor shall provide barricades, covers, or other means necessary to protect the public from excavations, open structures, or other potential hazards.
- B. Contractor shall comply with all applicable laws, ordinances, rules, and regulations regarding safety of persons or property or with regard to protecting them from damage, injury, or loss and shall not load or permit any part of work to be placed so as to endanger safety of work.
- C. Conduct work such that abutters shall have reasonable access to their property. Contractor shall be responsible for providing such reasonable safe means of access to public way as Engineer deems essential. When it is necessary to leave materials and equipment upon highway or city or town way, place them so as to cause least possible obstruction to drainage, pedestrian, and other travel.

3.09 REMOVAL OF TEMPORARY CONTROLS

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Upon completion of work of all trades and before final acceptance of entire project, each trade shall remove, at its own expense, all appurtenances and accessories used in performance of its respective work
- C. Temporary sheds, utilities, barricades, signs, and other appurtenances related to prosecution of the work and not incorporated in the permanent construction shall be completely removed from the site prior to acceptance of work by Owner.

END OF SECTION 01560

SECTION 01600
MATERIAL AND EQUIPMENT

PART 1.00 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Material and Equipment Incorporated into the Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically reviewed by the Engineer/Owner.

B. Manufactured and Fabricated Products:

1. Design, fabricate and assemble in accordance with the best engineering and shop practices.
2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
3. Two or more items of the same kind shall be identical, by the same manufacturer.
4. Products shall be suitable for service conditions.

C. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically reviewed by Engineer/Owner.

D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 MANUFACTURER'S INSTRUCTIONS

A. When the Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, as specified in Section 01340, SUBMITTALS.

B. Maintain one set of complete instructions at the job site during installation and until completion.

C. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.

D. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer/Owner for further instructions.

E. Do not proceed with work without clear instructions.

F. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

1.03 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site and also when two or more trades, contractors, utility contractors, or suppliers are involved.

B. Transport all materials and equipment on legally approved conveyances as required or recommended by the respective manufacturer or supplier.

SECTION 01600
MATERIAL AND EQUIPMENT

- C. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
- D. Receive and handle all materials and equipment, at the project site, by conveyances or methods as recommended by the respective manufacturer or supplier to prevent damage to products.
- E. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and reviewed submittals, and that products are properly protected and undamaged.
- F. Remove from the site any material or item of equipment damaged during the transportation or handling process, and immediately replace at no additional cost to the Owner.

1.04 STORAGE AND PROTECTION

- A. Store products to protect from theft and vandalism.
- B. Maintain all storage areas in a clean and orderly condition at all times.

1.05 EXTERIOR STORAGE

- A. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
- B. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Replace any material or item of equipment damaged, due to inadequate storage protection, and immediately replace at no additional cost to the Owner.

1.06 PROTECTION AFTER INSTALLATION

- A. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.07 CERTIFICATES OF CONFORMANCE AND MANUFACTURE

- A. In addition to other requirements specified herein, the Contractor shall furnish to the Engineer/Owner, as specified in Section 01340, SUBMITTALS, notarized certificates of conformance and manufacture that all materials and/or equipment to be furnished under this contract meet the specification requirements. When directed, each shipment of material shall be accompanied by the manufacturer's notarized certificates of conformance and manufacture. Unless otherwise specifically specified, all testing of materials shall be provided by the Contractor at no additional expense to the Owner.
- B. Each manufacturer's certificate shall be endorsed or accompanied by the Contractor's certificate that the material certified by the manufacturer will be the material incorporated in the work.

2025-33W
May 2025

SECTION 01600
MATERIAL AND EQUIPMENT

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01600

SECTION 01700
CONTRACT CLOSEOUT

PART 1.00 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in conditions of the Contract and Specifications for administrative procedures in closing out the work.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers the work is substantially complete, the Contractor shall submit to Owner:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Owner will review the Work to determine the status of completion.
- C. Should Owner determine that the Work is not substantially complete:
 - 1. Owner will promptly notify the Contractor in writing, giving the reasons thereof.
 - 2. Contractor shall remedy the deficiencies in the work, and send out another written notice of substantial completion to the Owner.
 - 3. Owner will again review the Work.
- D. When Owner concurs that the work is substantially complete, they will:
 - 1. Prepare a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Owner.
 - 2. Submit the certificate to Contractor and manufacturer for their written acceptance of the responsibilities assigned to them in the certificate.

1.03 FINAL REVIEW

- A. When Contractor considers the Work is complete, they shall submit written certification that:
 - 1. Contract documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final review.
- B. Owner will make final review to verify the status of completion with reasonable promptness after receipt of such certification. Final review shall include operation of the gate.
- C. Should Owner consider that the Work is incomplete or defective:
 - 1. Owner will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send out another written certification to Owner that the Work is complete.
 - 3. Owner will again review the Work.

SECTION 01700
CONTRACT CLOSEOUT

- D. When the Owner finds that the Work is acceptable under the Contract Documents and that all punch list items have been accomplished to their satisfaction, they shall request the Contractor to make closeout submittals.

1.04 FEES FOR ADDITIONAL REVIEWS

- A. Should Owner perform additional reviews due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Owner will be compensated for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

- A. Operating and Maintenance Data:
 - 1. Instruct the Owner's personnel with regard to equipment, systems and operating specialties which are installed as part of this project.
 - 2. Submit brochures indicating operating instructions and maintenance schedules for all equipment, systems, operating devices and specialties, as specified in Section 01340, SUBMITTALS.
 - 3. Submit detailed maintenance methods and schedules for all materials and equipment provided in this project, as specified in Section 01340, SUBMITTALS.
- B. Warranties, Guarantees, and Bonds:
 - 1. In addition to the Warranty and Guarantee requirements of the General Conditions, provide all other guarantees, bonds, affidavits and certifications required throughout the specifications.
- C. Spare parts and maintenance materials for Owner.
- D. Contractor's affidavit of payment of debts and claims.
- E. Contractor's affidavit of release of liens.
- F. Consent of surety to final payment.
- G. Certificate of insurance for products and completed operations.
- H. Project Record Drawings

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Owner.
- B. Statement shall reflect all adjustments to the contract sum:
 - 1. The original contract sum.
 - 2. Additions and deductions resulting from:

2025-21W
May 2025

SECTION 01700
CONTRACT CLOSEOUT

- a. Previous change orders.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Deductions for liquidated damages.
 - f. Deductions for re-inspection payments.
 - g. Other adjustments.
- 3. Total contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Owner will prepare a final change order reflecting approved adjustments to the contract sum which were not previously made by change orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the General Conditions.
- B. Final payment will not be provided until all closeout submittals have been received and approved.

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01700

PART 1.00 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change orders and other modifications to the contract
 - 5. Engineer field orders or written instructions
 - 6. Reviewed shop drawings, product data and samples
 - 7. Field test records

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's secured location apart from documents used for construction.
- B. File documents and samples in accordance with CSI/CSC format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by Owner/Owner's Representative.

1.04 RECORDING

- A. Label each document "Project Record" in neat large printed letters.
- B. Record information concurrently with construction progress.
- C. Do not conceal any work until required information is recorded.
- D. Drawings: Principal dimensions, elevations and other data, as required, shall be recorded for all work, such as:
 - 1. Deviations of any nature made during construction.
 - 2. Location of underground utilities.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by field order or by change order.
 - 5. Details not on original contract drawings.
- E. The marked-up prints shall be inspected weekly by the Owner/Owner's Representative and shall be corrected immediately if found either inaccurate or incomplete.

SECTION 01720
PROJECT RECORD DOCUMENTS

F. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by field order or by change order.

1.05 FINAL MEASUREMENTS

A. The Contractor shall provide qualified personnel and equipment for taking final measurements for quantities and record documents.

1.06 RECORD DRAWINGS

A. At the completion of the project, digital work progress, photographs, notes, ties, relative elevations, survey notes, and the record prints shall be submitted to the Owner for final review and comment. The record drawings shall include, at a minimum:

1. As-built field sketch of the entire proposed wall section rehabilitation.

B. The Contractor shall correct, amplify and do all other work as may be required by the Owner to complete the drawings in a manner satisfactory to the Owner and at no additional cost to the Owner.

C. Upon approval, the Contractor shall provide a final record drawing set and documents to the Owner.

1.07 SUBMITTAL

A. At contract close-out, deliver record documents to the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each record document
5. Signature of Contractor or their authorized representative

PART 2.00 - PRODUCTS

Not Used

PART 3.00 - EXECUTION

Not Used

END OF SECTION 01720

SCOPE OF WORK

The scope of work for the Wistariahurst House wall repair generally consists of the complete rebuilding of designated sections of the existing Ashlar Style grade wall along Pine Street and at the southeastern corner of the grounds. Approximately 442 linear feet (LF) of existing masonry wall will be deconstructed and reconstructed on a new cement concrete footing.

The project also include removal and reinstallation of wrought iron fence and coping, earthen excavation to subgrade, construction of a steel-reinforced cement concrete strip footing, installation of perforated pipe subdrain, and restoration of adjacent areas including loaming & seeding.

All work shown on the plans included in Appendix A shall be considered part of the overall lump sum price for the wall repair on Pine Street from Hampshire Street to Cabot Street, approximately LF. Removal and replacement of the adjacent 5-foot wide existing asphalt has been specified as Bid Alternate #1.

The Contractor shall also demonstrate previous experience including mortared stacked stone wall construction or reconstruction within the last seven (7) years.

All work completed under this contract shall be in conformance with the *Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges*, 2024 Edition and *Massachusetts Department of Transportation Construction Standard Details – Highway Division* dated October 2022 or later.

The Contractor must satisfy themselves by their own investigation and research regarding all conditions affecting the work, the quantity of work to be done, the labor, the materials and equipment required and make their bid in sole reliance thereon.

WORK SCHEDULE

The normal working hours allowed by the City of Holyoke shall be Monday through Friday, 7:00 AM to 3:30 PM, unless otherwise consulted with and approved by the City. No work shall be completed on holidays, and the Contractor shall not be allowed to restrict or close the road (Pine Street) to vehicle travel until 8:30 AM. Lane or road closures shall be coordinated with the City and shall include coordination with the DPW, Fire Department, and Police Department.

The Contractor shall begin work on those portions of wall rehabilitation so designated only after proper placement of necessary security fencing, site controls, and official temporary traffic and pedestrian construction signage in accordance with Manual on Uniform Traffic Control Devices (MUTCD).

PROSECUTION OF WORK AND PROVISIONS FOR TRAVEL

The Contractor shall provide, in accordance with the contract plans, all traffic barriers, signs and all other specified traffic control materials needed to maintain traffic through the work zone at all phases of the project. Construction work on a particular phase of the project shall not commence until the construction signing has been approved by the Engineer. Shop drawings shall be approved prior to any traffic restrictions being imposed.

PUBLIC SAFETY AND CONVENIENCE

(Supplementing Subsection 7.09)

The Contractor shall provide access for fire apparatus and other emergency vehicles through the work zones or abutting properties at all times. Vehicular and pedestrian access to neighboring properties shall also be maintained throughout construction.

Miscellaneous construction activities needing temporary lane closures for access to the construction shall be completed at the approval of the Engineer. Travel lane or public on-street parking stall closures shall be allowed based solely on the discretion of the Engineer and with the presence of police detail officers as scheduled by the Contractor.

The Contractor shall carry on their work concurrently and in conjunction with the abutters, Utility Companies, and City departments involved with the project to provide for all possible cooperation towards the satisfactory completion of the work with minimum delay and inconvenience to the utility owners and the general public.

PERSONAL PROTECTIVE SAFETY EQUIPMENT FOR CONTRACTOR PERSONNEL

The Contractor is responsible to ensure that all personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat, and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state, and federal requirements in effect. Safety equipment shall be provided at no additional cost to the Owner.

NOTICE TO OWNERS OF UTILITIES

(Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities at least one week in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

Before commencing work on service connections, the Contractor shall be responsible for contacting the Electric Company servicing the area to obtain construction requirements, standards, and to give adequate notice of commencement of work. The Contractor's attention is further directed to the requirements of Work in the Immediate Vicinity of Certain Underground Structures and Poles herein included in these Special Provisions.

The following are the names of owners and representatives of the principal utilities affected, but completeness of this list is not guaranteed:

Holyoke City Engineer

Matthew Sokop
20 Korean Veterans Plaza, 3rd Floor
Holyoke, MA 01040
(413) 322-5605
sokopm@holyoke.org

Holyoke Gas & Electric (Gas & Steam Division)

Brian Roy
99 Suffolk Street
Holyoke, MA 01040
(413) 536-9348
broy@hged.com

Holyoke Gas & Electric (Electric Division)

Carl Peterson
99 Suffolk Street
Holyoke, MA 01040
(413) 536-9358
cpeterson@hged.com

Holyoke Police Department

Police Chief Manuel Febo
138 Appleton Street
Holyoke, MA 01040
(413) 536-6431
chiefofpolice@holyokepd.org

Holyoke Fire Department

Fire Chief John Kadlewicz
600 High Street
Holyoke, MA 01040
(413) 534-4513
kadlewiczj@holyoke.org

Holyoke Fire Alarm

Warren Tanguay
600 High Street
Holyoke, MA 01040
(413) 534-4515

Holyoke Water Works

David Conti
20 Commercial Street
Holyoke, MA 01040
(413) 536-0442
contid@holyoke.org

Verizon

Karen Mealey
385 Myles Standish Boulevard
Taunton, MA 02780
(774) 409-3160
karen.m.mealey@verizon.com

Tennessee Gas Pipeline Company

David Wood
8 Anngina Drive
Enfield, CT 06082
(860) 763-6005
KMEncroachmentsNorth@kindermorgan.com

Pioneer Valley R.R.

Larry Bates
100 Springdale Road
Westfield, MA 01085
(413) 568-3331
bates@pvrr.com

CSX Transportation

Michael Sliper
2000 West Cabot Blvd, Suite 130
Langhorne, PA 19047
Michael_sliper@csx.com

Holyoke Department of Public Works

63 Canal Street
Holyoke MA 01040
(413) 322-5645
rossic@holyoke.org

Comcast Cable Corporation

Wendy Brown
PO Box 6505, 5 Omni Way
Chelmsford, MA 01824
(978) 848-5163
wendy_brown@comcast.com

Crown Castle

Mark Bonanno
80 Central Street
Boxborough, MA 01719
(508) 616-7818
mark.bonanno@crowncastle.com

Verizon Wireless Small Cell

Liz Glidden
20 Alexander Drive
Wallingford, CT 06492
elizabeth.glidden@verizonwireless.com

Local Linx

Jason Wing
30 Elmview Circle
Dover, NH 03820
jason.wing@locallinx.com

PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making their own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 1-888-344-7233.

MATERIAL REMOVED AND STACKED

The Contractor shall carefully remove, transport, and stack all material that, in the opinion of the Engineer, is salvageable. The Contractor shall coordinate with the City of Holyoke DPW to schedule drop-off time and location.

DISPOSAL OF SURPLUS MATERIAL

(Supplementing Subsection 4.09)

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of.

SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS

(Supplementing Subsection 850.21)

Safety controls for construction operations shall be done in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), the Traffic Management Plan, and the following:

DRAINAGE

The Contractor shall maintain the drainage system in the Contract areas to provide continual drainage of the travel ways and construction area.

HOLIDAY WORK RESTRICTIONS FOR CALENDAR YEARS 2025

(Supplementing Subsection 7.09)

The City of Holyoke Department of Public Works may authorize work to continue during these specified time periods if it is determined that the work will not negatively impact the traveling public.

Below are remaining holiday work restrictions for the calendar year 2025:

Memorial Day (Federal Holiday)

Monday May 26, 2025

Juneteenth (Federal Holiday)

Thursday June 19, 2025

Independence Day (Federal Holiday)

Friday July 4, 2025

Labor Day (Federal Holiday)

Monday September 1, 2025

Columbus Day (Federal Holiday)

Monday October 13, 2025

Veterans' Day (Federal Holiday)

Tuesday November 11, 2025

Thanksgiving Day (Federal Holiday)

Thursday, November 27, 2025

Christmas Day (Federal Holiday)

Thursday, December 25, 2025

SAWCUTS

Sawcuts, where required, shall be made in existing hot mix asphalt sidewalk, cement concrete sidewalks, and vehicle pavement areas of road as required in the execution of the work, and as directed by the Engineer.

USE OF GROUNDS AND STREET OCCUPANCY

Any area outside the limits of City street layout or temporary or permanent easements which the Contractor may require for storage of equipment and materials, or for other purposes necessary in the performance of the work, shall be secured by the Contractor at their own expense. Materials, including excavation intended for backfill, shall not be stored, or stacked on roadway surfaces unless specifically permitted by the City.

EROSION/ SEDIMENTATION CONTROL

In order to minimize the effect of sedimentation, scour, turbulence, and washouts during construction operations, the Contractor shall provide immediate permanent or temporary erosion control measures or systems as directed by the Engineer during the life of the Contract, to control erosion and sediment damage to the roadway, adjacent properties and storm water resources through the use of hay bales, mulch barriers, mulches, grasses, silt filter fences, and other erosion control devices or methods. Any temporary erosion control systems shall assure effective and continuous erosion control throughout the construction and post construction period.

Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced when directed by the Engineer. Temporary and permanent erosion control features shall be checked after each measurable rainfall and re-established as necessary. All temporary erosion control items shall be removed before the project is accepted, unless otherwise directed by the Engineer. Removed materials shall become the property of the Contractor and shall be disposed of in accordance with the applicable.

Sedimentation barriers shall be installed along the edge of temporary security fencing and grass landscaped area within right of way and maintained in good repair until the wall work is complete and all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the Contractor or his/her designee shall inspect the erosion controls daily and shall remove accumulated sediments as needed. The Contractor shall immediately control any erosion problems that occur at the site and shall also immediately notify the Resident Engineer who reserves the right to require additional erosion and/or damage prevention controls they may deem necessary.

STREET SWEEPING AND DUST CONTROL

The contractor shall remove by self-propelled mechanical means all sediment and/or soil tracked onto adjoining roads during the construction effort. The street sweeping shall occur at the end of each workday and as directed by the engineer. Dust control shall be completed as needed and accomplished with special watering truck vehicle and discharge system to provide dust control without creating muddy soil conditions.

EARTH EXCAVATION

DESCRIPTION: The work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work shall include the excavation and removal of materials of every description regardless of the type encountered within the project limits as shown on the drawings and as directed by the Engineer, except those materials for which excavation is included with the work specified to be performed under other items of this Contract.

MATERIALS: The work shall include, but not be limited to, the removal of existing sidewalk, curbing, unearthed brick or buried construction debris, tree roots, stumps, existing irrigation sprinkler heads and associated tubing, and earthwork. Also included shall be the removal of all other materials not designated to be reused on the project or to be removed and stacked. The Engineer shall determine the disposition of all materials with respect to removal and disposal.

The Contractor shall perform all excavation in such a manner as to always maintain proper and continuous drainage.

With the City of Holyoke DPW permission, the Contractor will be allowed to store excavated soil within the grassed area between the street curb and existing wall. However, excess material will not be allowed to be stored on the road surface and shall be required to remove any material generated from construction from the site immediately and to restore portions of resources within the site affected by the operation to their original undisturbed condition or better. Removal of material generated by excavation will be performed at the Contractor's own expense.

The Contractor shall assume that no more than 50% of excavation material may be reusable for borrow.

GRAVEL BORROW

DESCRIPTION: Work to be performed under this item shall be limited to furnishing, installing, compacting, and grading for all gravel required for replacement of unsuitable soil in areas of unclassified excavation, in accordance with the relevant provisions of Sections 150, 170, 401, and 405.

MATERIALS: All gravel borrow shall be used in the work shall comply with Materials Specification M1.03.0, Type b, unless otherwise specified on the Drawings or directed.

4 INCH SLOT-PERFORATED CORRUGATED PLASTIC PIPE

This work shall consist of constructing a subdrain, connecting pipe, wyes, cleanouts, all required couplings and solid vertical sections, filter fabric, and crushed stone filter material in locations as shown on the schematic plan and in accordance with MassDOT, Subsection 260 and Section M5: Pipe, Culvert Sections, and Conduit and these specifications and location as shown on the schematic plan. 4-inch Plastic (PVC) solid wall pipe shall be used for clean outs and considered as incidental materials required for the correct installation of the proposed subdrain and included with Item 269.04.

MATERIALS: Subdrain pipe shall consist of 4-inch diameter slotted or perforated pipe shall consist of slot-perforated corrugated polyethylene tubing, couplings and fittings. Materials, dimensions, physical properties and fabrication shall be in conformance with AASHTO M 252. Plastic (PVC) Pipe shall meet ASTM D1785 Standard Specification for Poly Vinyl Chloride (PVC) and Chlorinated Poly Vinyl Chloride (CPVC) Plastic Pipe, Schedule 40, 80, and 120. The pipe shall be PVC, Type I Schedule 80. Fittings, such as adapters, couplings, etc. shall be the same material as the pipe. Joints shall be made in accordance with ASTM D2855 Recommended Practice for Making Solvent-cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings. Cements shall meet ASTM D2564.

SAWCUTTING HMA AND CONCRETE

The work to be completed under this item of work shall be performed in accordance with the applicable provisions of Section 400: Incidental Work and Subsection 482 of the MassDOT, Highways Division, Standard Specification.

REMOVE AND RESET CURB

DESCRIPTION: This work shall consist of removing the present curb, edging, curb corners and curb inlets of every type and cross section made of granite, concrete or granite-faced and resetting them in accordance with these specifications and in close conformity with the existing lines and grades. Shall be completed in accordance with MassDOT, Highways Division, Standard Specification for Highways and Bridges (2024), Subsection 580: Curb or edging removed and reset; removed and stacked or removed and discarded

MATERIALS: Existing materials.

REMOVE AND RESET WROUGHT IRON FENCE

DESCRIPTION: This work shall consist of mapping and providing a unique identification number, removing the present or existing wrought iron fencing, which may include locating brazed joints, removing and stacking or storing sections, in a securing location, and resetting to the original location and capstone support holes, epoxy in place, in accordance with these specifications and in close conformity with the existing lines and grades. Fencing shall be reset plumb on the new line and grade as required and shall conform to the original fence location or as the Engineer directs. If the fence posts were originally set in concrete bases they shall be reset in their original or same locations within the capstone If repainting of fences which have been painted originally is required, such work shall be done as directed.

MATERIALS: Existing wrought iron fencing and support posts. Fence posts shall be drilled to capstones and set with epoxy.

SUPPLEMENTAL GRANITE WALL STONE, STONE MASONRY REMOVED AND REBUILT IN CEMENT MORTAR, REMOVE AND RESET CAPSTONE, REMOVE AND RESET STONE, REPOINT STONE (AT TIE IN)

The work to be completed under these items shall be performed in accordance with the applicable provisions of Subsection 685 and Subsection 690 of the MassDOT, Highways Division, Standard Specification and the following:

Work under this Item shall consist of the removal and rebuilding existing stone masonry wall for the designated location. The work shall also include the acquiring and installation of supplemental stone of similar appearance of existing masonry wall stones and the best reconfiguration of the failed section of wall, and the re-installation of existing irrigation sprinkler heads and associated tubing and required connection to existing irrigation supply tubing.

The construction of new stone masonry wall sections or replacement of missing stones shall consist of approved stone, laid in mortar bed and constructed in such shapes, and to the lines, grades, dimensions, and cross-sections as required and in accordance with these Special Provisions. Base or filler layer stones shall be set in a bed of mortar on a new cement concrete footing.

The Contractor shall visit the site prior to submitting bids to familiarize themselves with the condition and extent of the existing stone masonry walls. The Contractor shall verify all conditions, dimensions and materials in the field and shall base their bid on their findings without any additional compensation for variances from the schematic plan or these Special Provisions regarding actual conditions for the materials to be removed and reset.

Pare Corp does not guarantee or represent that the materials will coincide with descriptions contained herein or represented on the schematic plan and construction details. No additional compensation, other than the square foot price bid for the Item, shall be made if the materials or work provided is different than that inferred or described herein or shown on the Drawings.

MATERIALS: To the maximum extent practical, reconstructed stone masonry and stone masonry veneer (exposed face) shall be constructed with existing stones, removed, stockpiled, and retrieved on site during removal of portions of the existing stone masonry walls or encountered during excavation activities. Filler stone or stone not exposed to the observable surface (sub-surface stone) shall consist of stone materials meeting the specifications of MassDOT, Highways Division, Standard Specifications for Highways and Bridges, Stone for Stone Masonry Wall, Section M9.04.4. Filler stone shall have a minimum depth (distance to backfill or retained soil) of 24-inches and 3-ft to 5 ft long.

Stones for Rebuilt Walls and Stone Veneer:

If an insufficient number of existing stones are available on site, new stones shall conform to the visual appearance of stones found in the existing walls relative to shape, color, size, texture, and where possible, geological composition, in addition to the requirements of Subsection M.9.04.4 of the Standard Specifications. Stones used below grade, for the core, or for the back of walls where not exposed need not meet these special criteria but must conform to Section M9.04.4 and be sized and shaped to allow for proper interlocking with the remaining portion of stonework.

Mortar:

For exposed visually observable stone joints and bedding, mortar material shall be ASTM Type M with a slightly raised mortar joint.

For stone bed and filler stones located below grade and between the proposed cement concrete footing and exposed historical stonework, the mortar shall comply with the specifications of MassDOT, Highways Division, Standard Specifications for Highways and Bridges, Mortar, Section M4.02.15.

CONSTRUCTION

The requirements regarding weather limitations shall be adhered to as stipulated in Standard specifications, except that no work shall be constructed when temperatures are expected to fall below 40 °F within 36 hours of placement or repair, unless written permission is granted from the Engineer. The Contractor shall submit for approval cold weather construction materials and methods and shall adhere to conditions set forth by the Engineer. The materials and work associated with weather limitations are considered incidental and no additional compensation will be allowed.

Care should be taken during resetting existing stone to keep weathered stone faces exposed. Additional stones shall be blended with the existing stones in order to reduce any incompatibility in the appearance of the finished wall surface. Mortar joints shall be slightly raised to match that of the existing wall. All surfaces shall be cleaned as required such that they are clean of all dirt, debris, and organics prior to setting. The Contractor shall ensure that an adequate supply of fresh, potable water is available at all times when it is required to perform the work.

Construction of Rebuilt Walls and Stone Veneer:

The construction of new wall segments shall be in accordance with Section 685 of the Standard Specifications, or as specified herein.

Repairs to Existing Adjacent Walls:

The cavities and meet points in the existing walls and all surfaces against which masonry will be constructed shall be thoroughly cleaned of loose stones, mortar, vegetation, and miscellaneous debris. The methods of removing loose stones, mortar, and debris shall be submitted for approval by the Engineer, in advance of commencing the work. The recommended method of cleaning surfaces of organic matter and dirt is low-pressure hose or manual hand washing with bucket of water and stiff brush. Care shall be exercised so as not to damage sound masonry.

Removal of existing stones set in mortar or concrete shall be accomplished with handheld tools approved by the Engineer. Concrete or mortar removal around fieldstones shall be accomplished with chipping hammers weighing no more than 15 pounds. Hand tools such as hammers and chisels shall be provided for the removal of final particles of mortar or to achieve the required depth. The Engineer may reject the use of any method or equipment that may cause any damage to the existing stone masonry which is to remain. All stones removed from the wall and adjacent section shall safely stored on site as approved by the and Wistariahurst Staff.

Joints to be pointed shall be cleaned of all loose or unsound mortar, dirt, vegetation, or other foreign materials. All loose mortar or stone shall be raked out to a minimum depth of six inches. Grout material shall be thoroughly packed to fill the depths of the void. Excess grout shall be cleaned from adjacent stonework prior to drying.

CEMENT CONCRETE PEDESTRIAN CURB RAMP

The work to be completed under this item of shall be performed in accordance with the applicable provisions of Section 700: Incidental Work and Subsection 701 of the MassDOT, Highways Division, Standard Specification and the following:

LOAMING AND SEEDING

All areas adjacent lawn areas disturbed by the Contractor shall be loamed and seeded as part of final site restoration. Area to receive loam and seeding shall be free of construction debris, broken concrete, or pieces of asphalt, rocks or stones exceeding 2 inches, refuse, compressible or decayable materials, and standing water. After seeding, all loam placed shall be compacted with hand-operated equipment. This work shall be completed in accordance with subsections 751 and 765. Depth of loam shall be 4 inches. Loam shall be M1.07.0 and seed shall be M6.03.0 for grass areas and traffic islands.

SILT SACKS

Work under this item shall conform to the relevant provisions of Sections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the City.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the City.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the City.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications

TEMPORARY TRAFFIC CONTROL

DESCRIPTION: Work to be performed under this section consists of furnishing, installing, and maintaining various traffic control devices. The design installation and application of all traffic control devices shall conform to the requirements of MassDOT Standard Details and Drawings for Development of Temporary Traffic Control Plans and the Manual on Uniform Traffic Control Devices.

MATERIALS: See Subsection 850.40 of the Standard Specification

CONSTRUCTION METHODS: See Subsection 850.61 of the Standard Specification

POLICE TRAFFIC CONTROL

The Contractor shall provide such police officers as the Engineer deems necessary for the duration and control of traffic within the site of the improvement. Such officers shall wear regulation policemen's uniforms. They may be reserve or special officers subject to the control of and paid directly by the Contractor; or regular officers not subject to the control of the Contractor. Compensation for the services of said regular police officers may be paid by the Contractor to their employers, or paid directly by the Contractor to such regular police officers, or paid by the Contractor to a designated municipal official, at a patrolman's rate of pay, subject to all rules and regulations, ordinances, or by-laws in effect in the City in which the work is to be performed.

REMOVE AND PREPARE BASE EXISTING SIDEWALKS

Remove and dispose of existing sidewalk and driveway materials as required to construct the proposed sidewalk. Grade and compact the subgrade parallel with the proposed sidewalk/driveway. Subgrade shall be sloped towards the curb or roadside edge at 3/16 inch per foot. If additional material is required, use M1.03.0 Type C gravel borrow. Grade and compact gravel as described in section 2.7 above. Contractor shall assume placement of up to 8 inches of gravel borrow, and grading and compacting the subgrade shall be included in the unit price under the installation of sidewalks, driveways, and curb ramps, and no separate payment will be made. The Contractor shall construct new sidewalks the same width as the original existing sidewalk. Any proposed width increase in the replacement sidewalk shall not be allowed unless approved in writing by the Engineer. No payment shall be made by the City for unapproved width variations.

SIDEWALK GRADES

Sidewalks shall slope towards the curb at 3/16 inch per foot. If there are conditions where 3/16 inch per foot does not increase the elevation from the curb to the back of sidewalk sufficiently, then the grade of 3/16 inch per foot shall be used from the back of the sidewalk for at least 3 1/2 feet.

END OF SECTION 02000

APPENDIX A

SCHEMATIC PLANS

GENERAL SURVEY NOTES

- NO FIELD SURVEY COMPLETED OR EXISTING CONDITIONS PLAN PREPARED.
- THE LOCATION OF UNDERGROUND UTILITIES ARE NOT SHOWN OR KNOWN. THE SCHEMATIC PLAN DOES NOT DEPICT THE LOCATION OF UNDERGROUND UTILITIES & MAY NOT SHOW ALL OF THE UTILITIES WHICH EXIST WITHIN THE PREMISES OR WITHIN RIGHT OF WAY. CONTACT DIG-SAFE AT 1-888-344-7233 72 HOURS PRIOR TO COMMENCING WORK TO LOCATE UNDERGROUND UTILITIES. ALSO CONTACT LOCAL UTILITY COMPANIES FOR EXISTING UTILITY MAPS AND RECORD PLANS.

GENERAL NOTES

- THE COMMONWEALTH OF MASSACHUSETTS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, 2024 EDITION OR LATEST REVISION, AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARD DETAILS ARE MADE A PART HEREOF AS FULLY AND COMPLETELY AS IF ATTACHED HERETO. THE 2024 EDITION OF THE STANDARD SPECIFICATIONS MAY BE OBTAINED AT THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION
- VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. IF FIELD CONDITIONS ARE OBSERVED THAT VARY FROM THOSE SHOWN ON THESE PLANS, IMMEDIATELY NOTIFY THE ENGINEER IN WRITING FOR RESOLUTION OF THE CONFLICTING INFORMATION.
- THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND OWNER'S REPRESENTATIVE AS REQUIRED.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. COMPLY WITH OSHA'S LATEST STANDARDS FOR EXCAVATION SAFETY, INCLUDING THE PROVISION FOR A COMPETENT PERSON ON SITE AND ANY REQUIRED DOCUMENTATION THAT MAY REQUIRE CERTIFICATION BY A PROFESSIONAL ENGINEER. THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AND/OR BARRIERS AROUND ALL OPEN EXCAVATED AREAS IN ACCORDANCE WITH OSHA STANDARDS AND THE CITY OF HOLYOKE REQUIREMENTS.
- ALL MATERIALS AND METHODS ARE TO COMPLY WITH MASSDOT HIGHWAYS DIVISION, STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, CITY OF HOLYOKE DPW STANDARDS, U.S. DEPT OF INTERIOR, NATIONAL PARK SERVICE CULTURE RESOURCES, HERITAGE PRESERVATION TECHNICAL PRESERVATION BRIEFS, AND MASSACHUSETTS HISTORICAL COMMISSION, UNLESS OTHERWISE DIRECTED.
- IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED, THE CONTRACTOR IS TO IMMEDIATELY CONTACT AND COORDINATE WITH THE ENGINEER AND OWNER.
- ANY AREA OUTSIDE OF THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO THE OWNER.
- LOAM AND SEED ALL DISTURBED AREAS UNLESS OTHERWISE SPECIFIED. OVER EXCAVATE LOAM & SEED AREAS AS REQUIRED TO MEET GRADE.
- ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
- THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR THE LOCATION OF EXISTING UTILITIES. THE ENGINEER AND OWNER MAKE NO GUARANTEE AS TO THE UNDERGROUND CONDITIONS THAT MAY BE ENCOUNTERED. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL EXISTING WATER AND SEWER SERVICES. ALL DAMAGE TO EXISTING UTILITIES OR STRUCTURES, AND THE COST TO REPAIR THE DAMAGES TO INITIAL CONDITIONS, AS SHOWN ON THE PLANS, SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- IF LOCATIONS, SIZES, ETC. CHANGE FROM THESE PLANS, THE PROPOSED CHANGES SHALL BE SUBMITTED TO THE OWNER/ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES ARE PROPERLY NOTIFIED IN ADVANCE. NOTE THAT NOT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL RESPECTIVE UTILITY COMPANIES TO VERIFY AND LOCATE EXISTING UTILITIES.
- ALL TEMPORARY TRAFFIC SIGNS SHALL BE REFLECTORIZED TYPE III SHEETING AND CONFORM WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST REVISION.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ABUTTING RESIDENTIAL AND COMMERCIAL BUSINESS BUILDINGS AT ALL TIMES THROUGHOUT THE PROJECT.

LAYOUT NOTES

- ALL LINES ARE PERPENDICULAR OR PARALLEL TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
- CONTRACTOR TO PERFORM BENCHMARK FIELD LEVEL VERIFICATION AND COORDINATE LAYOUT CHECK PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT THE ENGINEER/OWNER IF ANY DISCREPANCIES ARE FOUND.

WALL REHABILITATION NOTES

- THE CONTRACTOR IS REQUIRED TO COMPLETE AN EXISTING CONDITIONS SURVEY OR MAPPING OF THE RETAINING WALL SECTION AND IDENTIFICATION OF INDIVIDUAL WALL STONES.
- ALL ASHLAR WALL STONES SHALL BE RETURN TO THEIR CURRENT POSITION OR LOCATION UPON COMPLETION OF THE MASONRY WALL REHABILITATION.
- THE CONTRACTOR SHALL NOT LABEL OR MARK THE FRONT OR EXPOSED FACE OF ANY RETAINING WALL STONE; UNIQUE IDENTIFICATION NUMBER OR ID WILL BE ON THE BACKSIDE OF THE EXISTING STONES.
- THE CONTRACTOR IS RESPONSIBLE FOR SAFELY EXCAVATING ON RETAINED SOIL SIDE OF WALL, EXPOSED STONES, LABEL EACH WALL STONE WITH UNIQUE IDENTIFICATION, REMOVE AND STORE EACH WALL STONE, AND REPEAT PROCESS UNTIL BOTTOM OF ASHLAR STYLE FACE STONES AND FOUNDATION STONES.
- CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THE RETRIEVING THE EXISTING STONES FOR THE COLLAPSED OR FAILED PORTION OF WALL. IF WALL STONES FOR FAILED SECTION OF WALL ARE NOT ON SITE AND CANNOT BE LOCATED, THE CONTRACTOR SHALL OBTAIN A SOURCE OF SUPPLEMENTAL WALL STONES THAT ARE SIMILAR IN APPEARANCE AND SIZE. THE SUPPLEMENTAL STONES WILL REQUIRE SUBMISSION OF MATERIAL SUBMITTAL AND APPROVAL FROM THE MHC.
- WALL REHABILITATION WILL PROCEED AFTER THE CONSTRUCTION OF CEMENT CONCRETE FOOTING AND FILLER STONES TO RESULT IN BOTTOM LAYER OF EXISTING EXPOSED FACE ASHLAR STONES TO CORRECT GRADE OR ELVATION AND LOCATION. ALL STONES WILL BE SET ON A BED OF MORTAR.

UTILITY NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED. NO FIELD ADJUSTMENTS IN THE LOCATION OF SITE ELEMENTS SHALL BE MADE WITHOUT THE ENGINEERS APPROVAL.
- ALL PROPOSED UTILITY COVERS, GRATES, ETC. SHALL BE ADJUSTED TO BE FLUSH WITH THE SURROUNDING SURFACE OR PAVEMENT FINISH GRADE. FINAL ELEVATIONS ARE TO BE SET FLUSH AND CONSISTENT WITH THE EXISTING GRADES.
- THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION OF PRIVATE UTILITIES BY THE UTILITY COMPANIES, AS REQUIRED.
- WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION.
- THE CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION.
- DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES BY PROVIDING TEMPORARY SUPPORTS OR SHEETING AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
- EXCAVATION REQUIRED WITHIN THE PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER.

LEGEND

PROPERTY LINE	
CONTOUR	
SPOT ELEVATION	
DRAINAGE LINE	
WATER LINE	
FIRE WATER LINE	
SANITARY SEWER LINE	
GAS LINE	
ELECTRIC	
TELECOMMUNICATIONS LINE	
OVERHEAD ELECTRIC LINE	
LIMIT OF DISTURBANCE	
LIMIT OF DISTURBANCE/COMPOST FILTER SOCK	
CATCH BASIN	
HYDRANT	
DRAINAGE MANHOLE	
SEWER MANHOLE	
UTILITY POLE	
WATER VALVE	
LIGHT POLE	
TREE LINE	
STONE WALL	
CHAIN LINK FENCE	
WIRE FENCE	
WOOD FENCE	
FENCE	
CURBING	
EDGE OF PAVEMENT	
SAWCUT LINE	
SIGN	
COMPOST FILTER SOCK	
SAND BAGS	
NO. OF PARKING SPACES	



CITY OF HOLYOKE:



SCALE ADJUSTMENT GUIDE
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING

WISTARIAHURST MUSEUM
PINE STREET RETAINING WALL
REHABILITATION
Holyoke, Massachusetts

REVISIONS:

PROJECT NO.:	23073.00
DATE:	OCTOBER 2024
SCALE:	AS NOTED
DESIGNED BY:	MAM
CHECKED BY:	MAM
DRAWN BY:	AWL/JLC
APPROVED BY:	MAM
DRAWING TITLE:	

NOTES & LEGEND

DRAWING NO.:

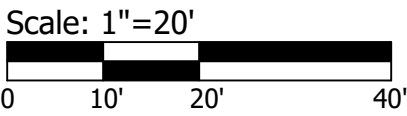
C0.1

SHEET NO. 1 OF 6



NOTES:

1. PROPERTY LINES OBTAINED FROM [HTTPS://MAPS.MASSGIS.DIGITAL.MASS.GOV/MASSMAPPER/MASSMAPPER.HTML](https://maps.massgis.digital.mass.gov/massmapper/massmapper.html).



CITY OF HOLYOKE:

SCALE ADJUSTMENT GUIDE
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING

WISTARIAHURST MUSEUM
PINE STREET RETAINING WALL REHABILITATION

Holyoke, Massachusetts

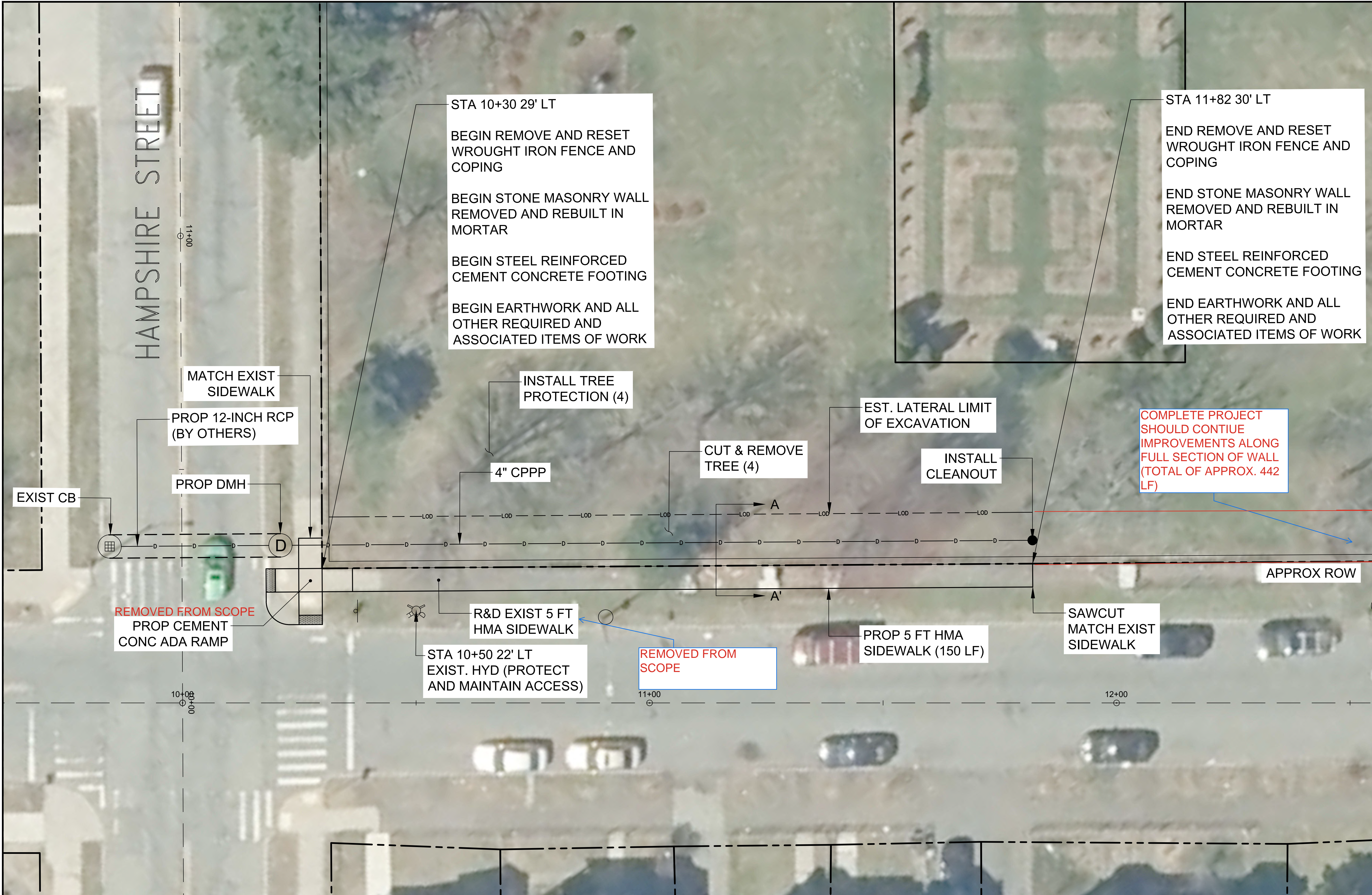
REVISIONS:

NO.	DESCRIPTION	DATE

PROJECT NO.: 23073.00
DATE: OCTOBER 2024
SCALE: AS NOTED
DESIGNED BY: MAM
CHECKED BY: MAM
DRAWN BY: AWL/JLC
APPROVED BY: MAM
DRAWING TITLE:
RETAINING WALL
REHABILITATION PLAN
(OVERALL VIEW)

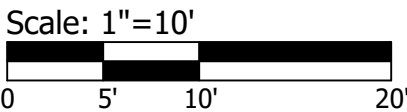
DRAWING NO.:
C1.1

SHEET NO. 2 OF 6




NOTES:

1. PROPERTY LINES OBTAINED FROM [HTTPS://MAPS.MASSGIS.DIGITAL.MASS.GOV/MASSMAPPER/MASSMAPPER.HTML](https://maps.massgis.digital.mass.gov/massmapper/massmapper.html).





CITY OF HOLYOKE:



SCALE ADJUSTMENT GUIDE
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING

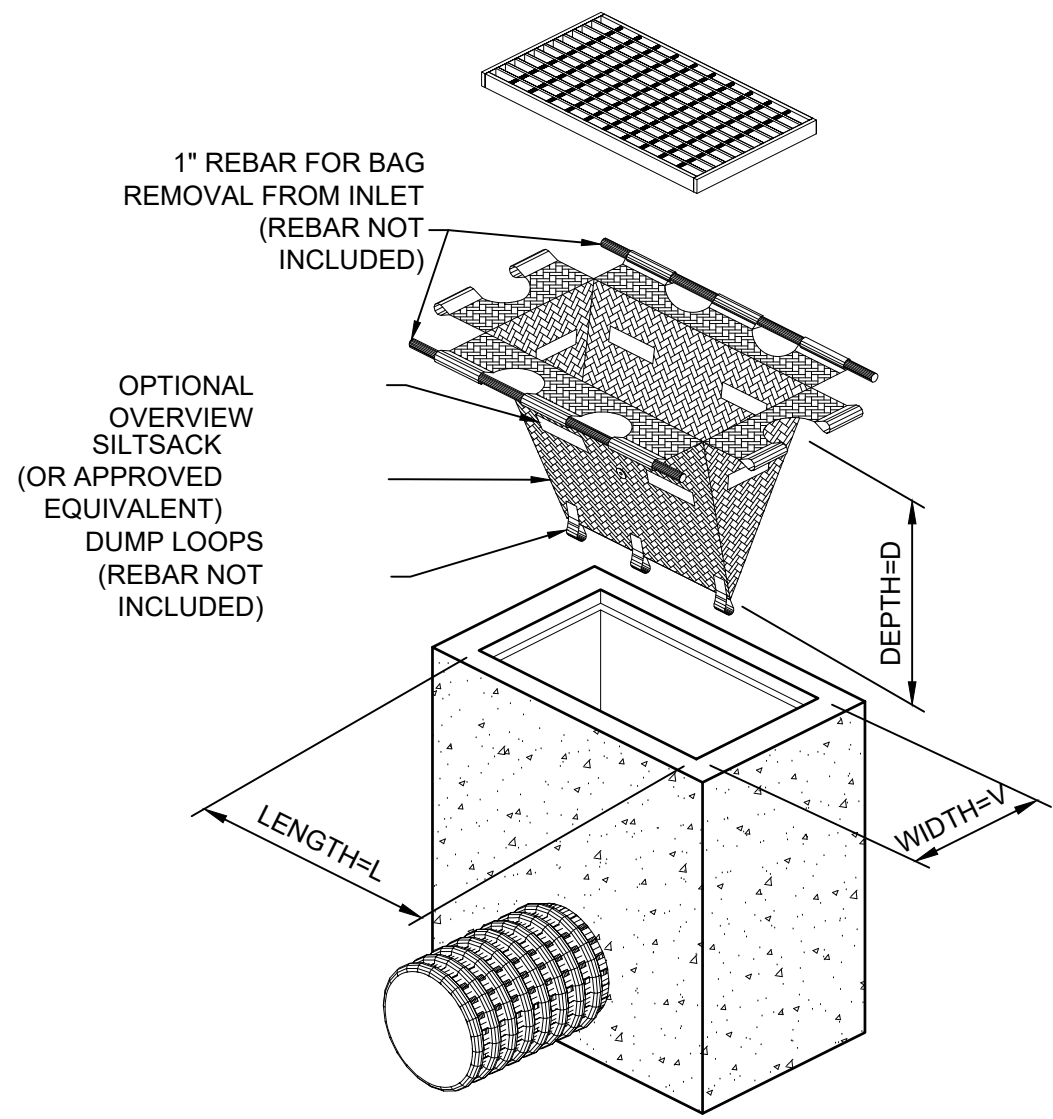
WISTARIAHURST MUSEUM
PINE STREET RETAINING WALL REHABILITATION

Holyoke, Massachusetts

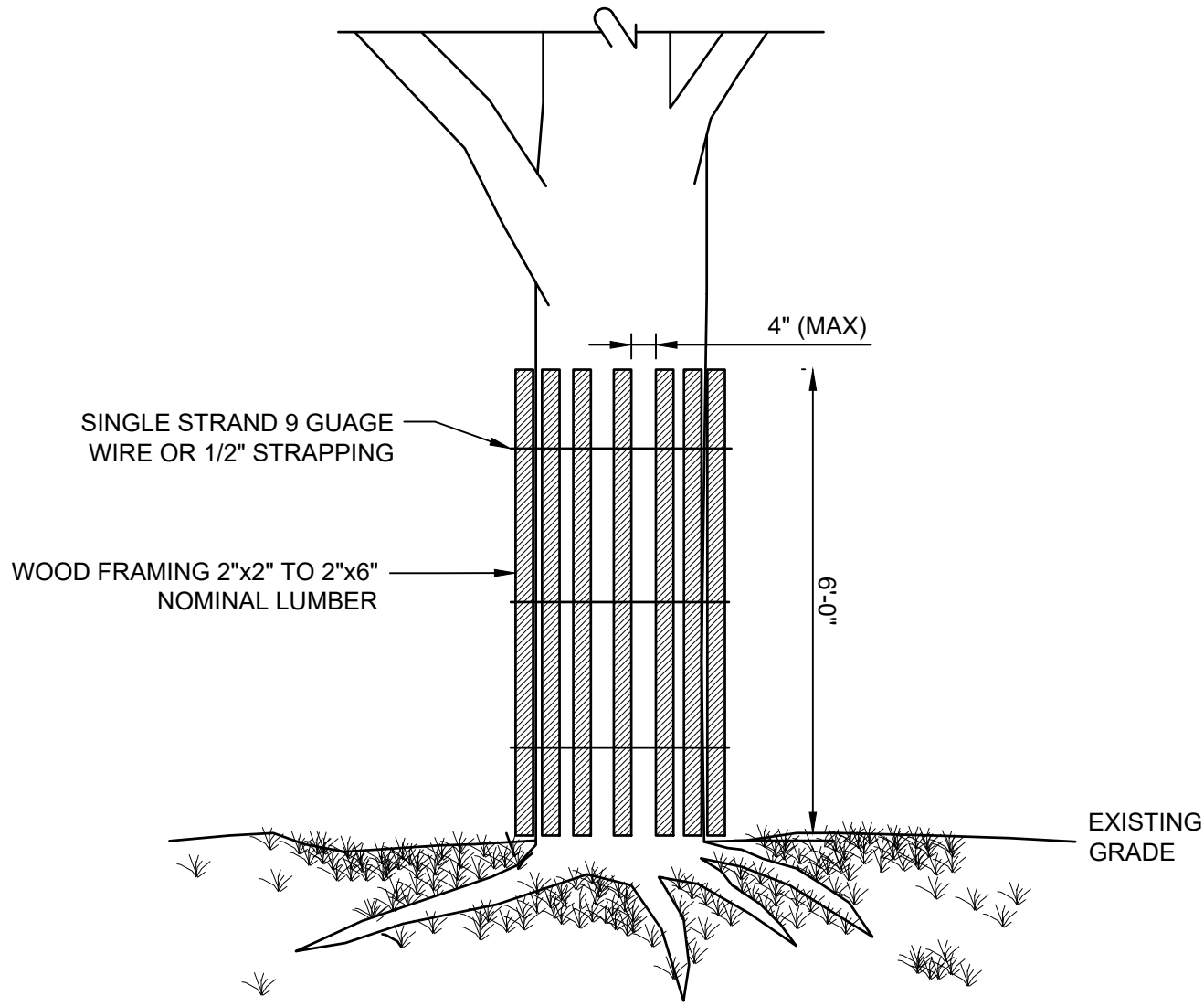
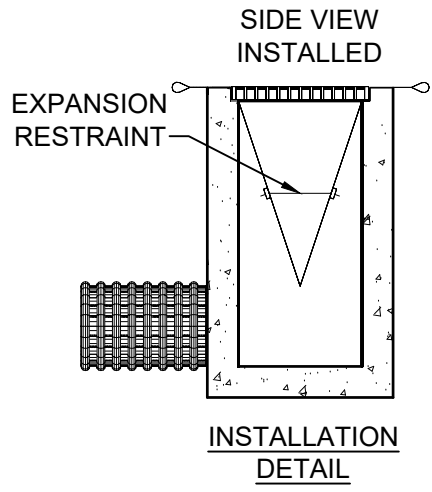
REVISIONS:	

PROJECT NO.:	23073.00
DATE:	OCTOBER 2024
SCALE:	AS NOTED
DESIGNED BY:	MAM
CHECKED BY:	MAM
DRAWN BY:	AWL/JLC
APPROVED BY:	MAM
DRAWING TITLE:	
RETAINING WALL REHABILITATION PLAN (INSET)	

DRAWING NO.:	C1.2
SHEET NO.	3 OF 6

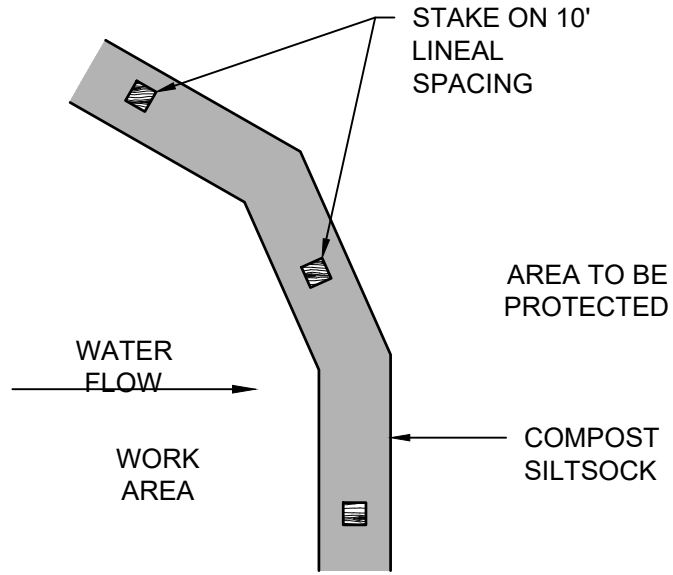


TEMPORARY INLET PROTECTION
NOT TO SCALE



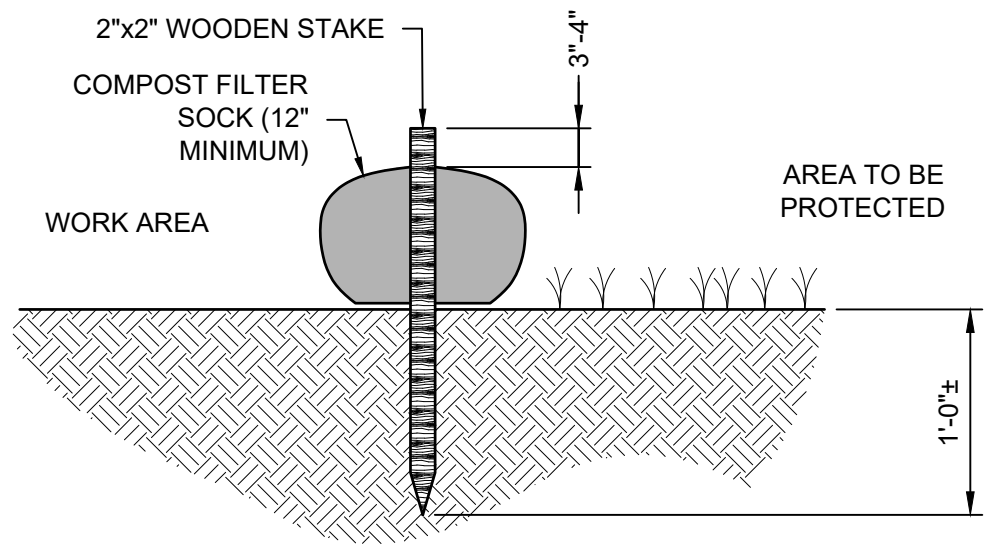
- NOTES:**
1. THIS DETAIL SHALL BE USED TO PROTECT THE TREE'S TRUNK IN SITUATIONS WHERE CONSTRUCTION IS WITHIN 5 FEET OF ESTIMATED EXCAVATION LIMIT.

TREE PROTECTION DETAIL
NOT TO SCALE



- NOTES:**
1. COMPOST/ SOIL/ ROCK/ SEED FILL TO MEET APPLICATION REQUIREMENTS.
 2. COMPOST MATERIAL TO BE REMOVED OR DISPERSED ON SITE AS DETERMINED BY ENGINEER.
 3. IF SOCK NETTING MUST BE JOINED, FIT BEGINNING OF NEW SOCK OVER END OF OLD SOCK, OVERLAPPING BY 2 FEET AND STACK OVERLAP. IF SOCK NETTING IS NOT JOINED, OVERLAP OLD SOCK WITH NEW ONE BY MINIMUM OF 2 FEET.

COMPOST FILTER SOCK DETAIL
NOT TO SCALE



CITY OF HOLYOKE:



SCALE ADJUSTMENT GUIDE
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING

WISTARIAHURST MUSEUM
PINE STREET RETAINING WALL REHABILITATION

Holyoke, Massachusetts

REVISIONS:

PROJECT NO.: 23073.00
DATE: OCTOBER 2024
SCALE: AS NOTED
DESIGNED BY: MAM
CHECKED BY: MAM
DRAWN BY: AWL/JLC
APPROVED BY: MAM
DRAWING TITLE:

DETAILS 1

DRAWING NO.:

C2.1

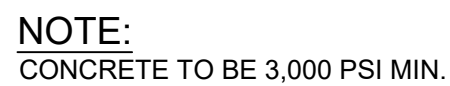
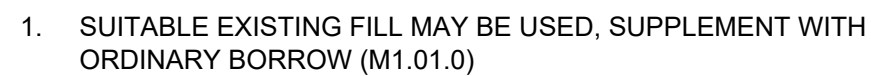
SHEET NO. 4 OF 6



1. DIMENSIONS OF EXISTING STONES ARE APPROXIMATE NOMINAL DIMENSIONS BASED ON STONES MEASURED IN FIELD ADJACENT TO FAILED SECTION.



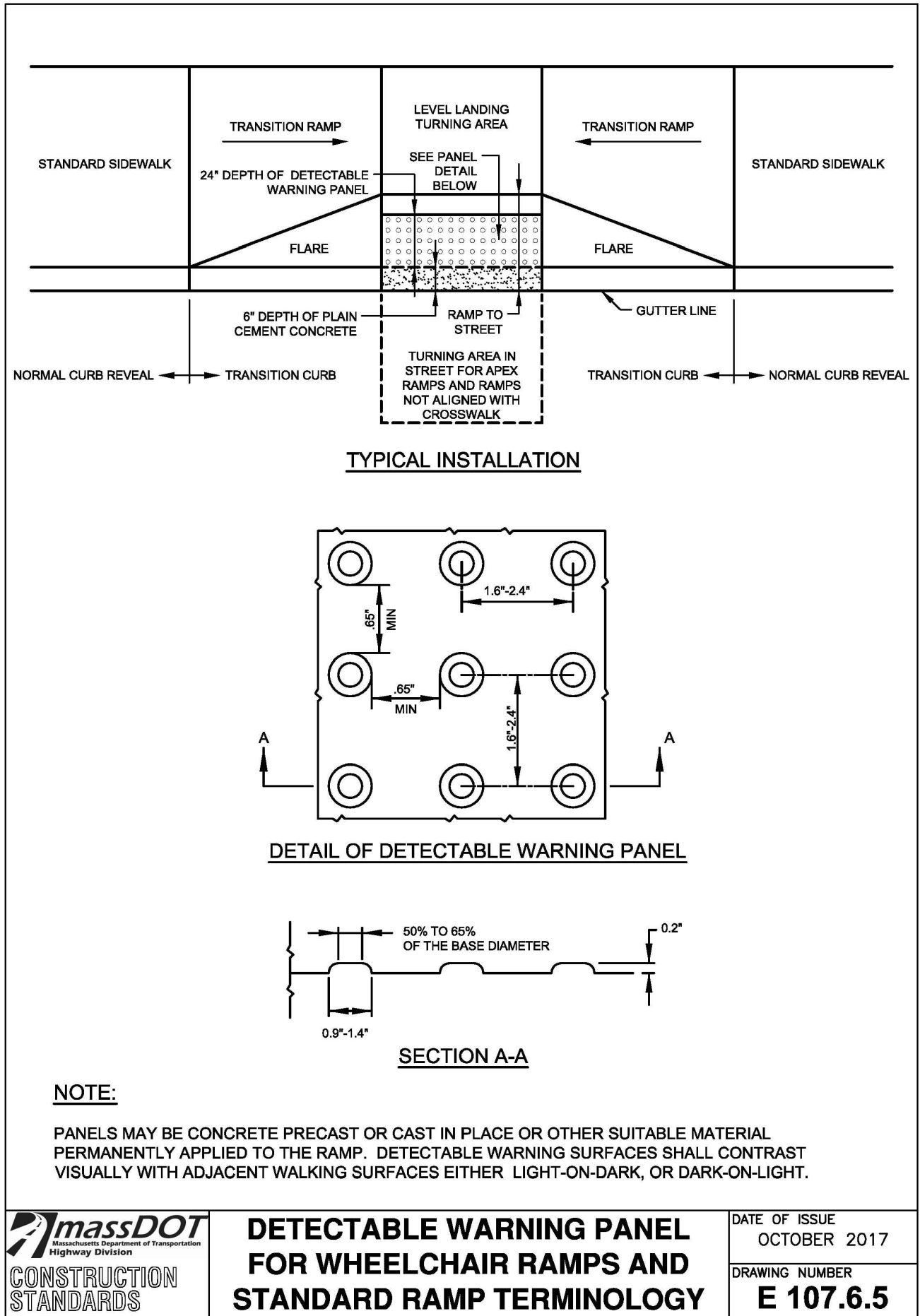
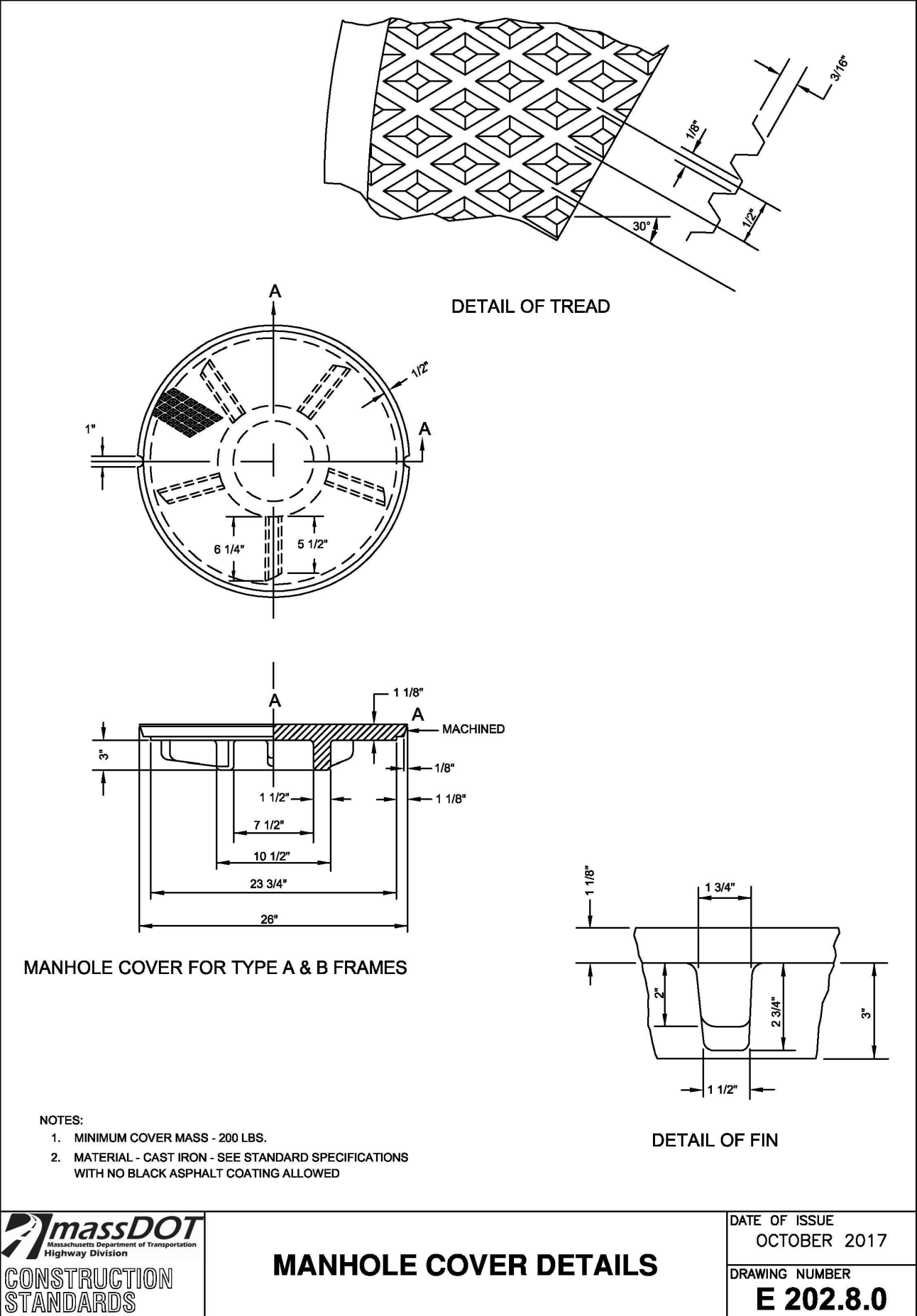
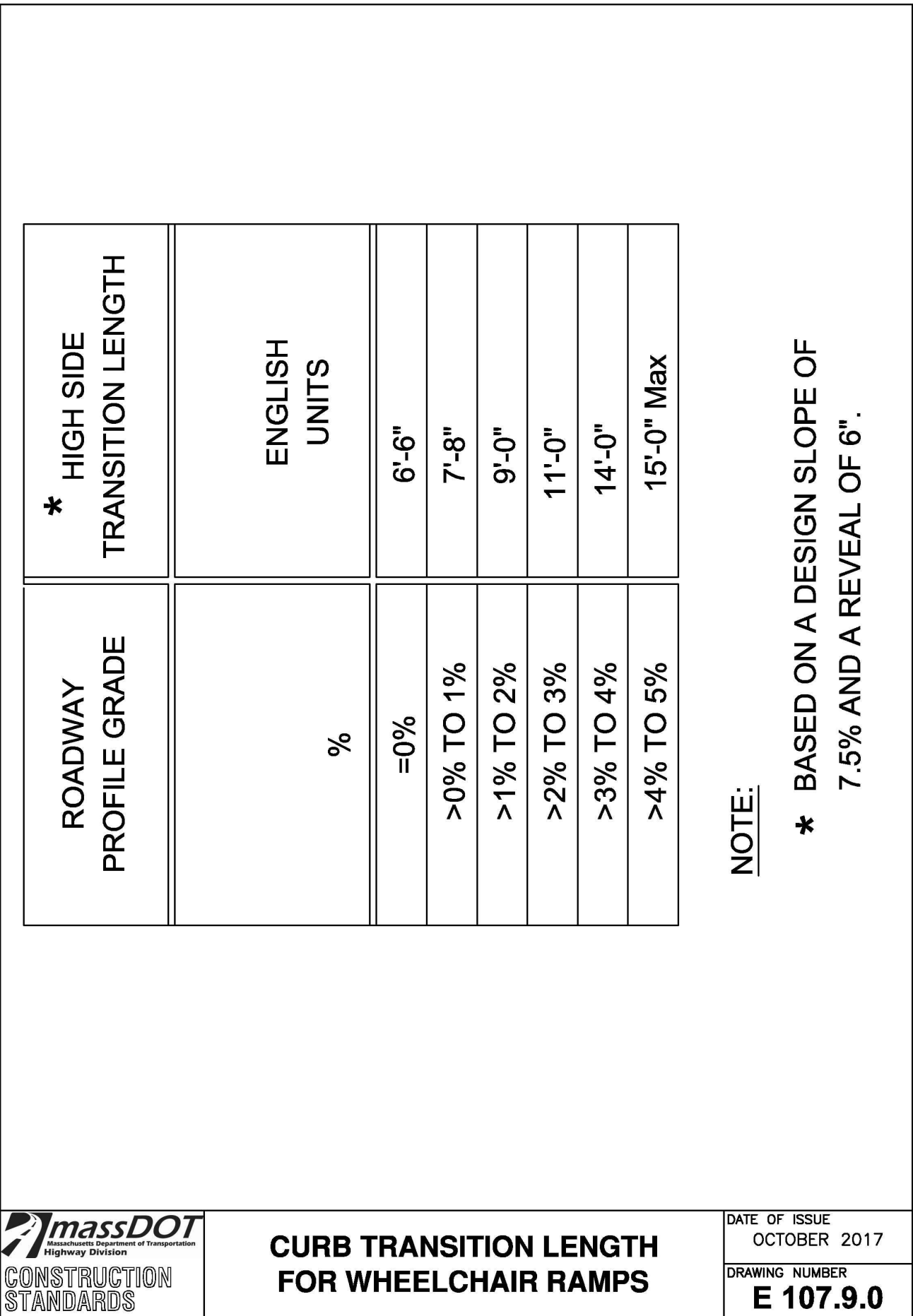
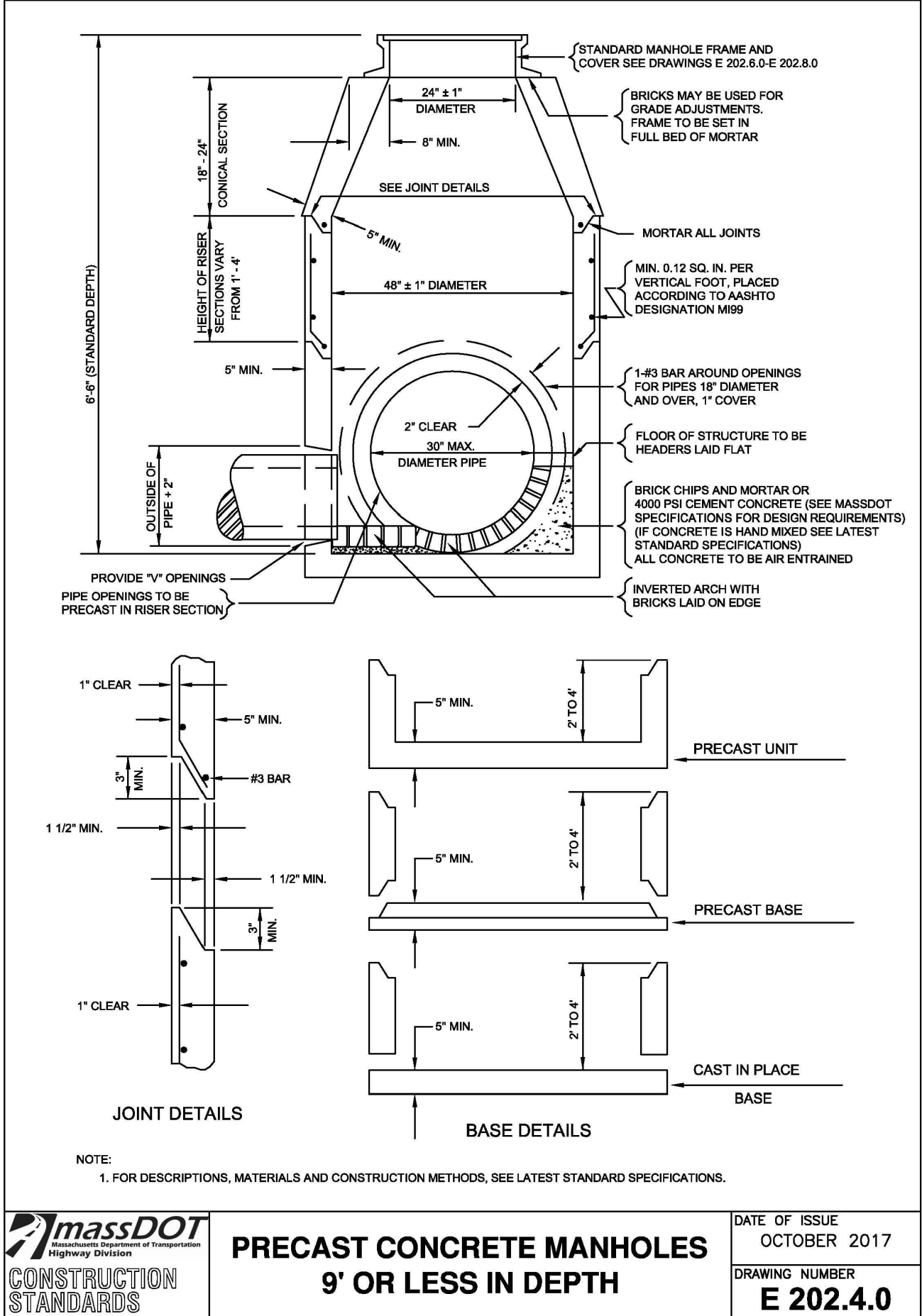
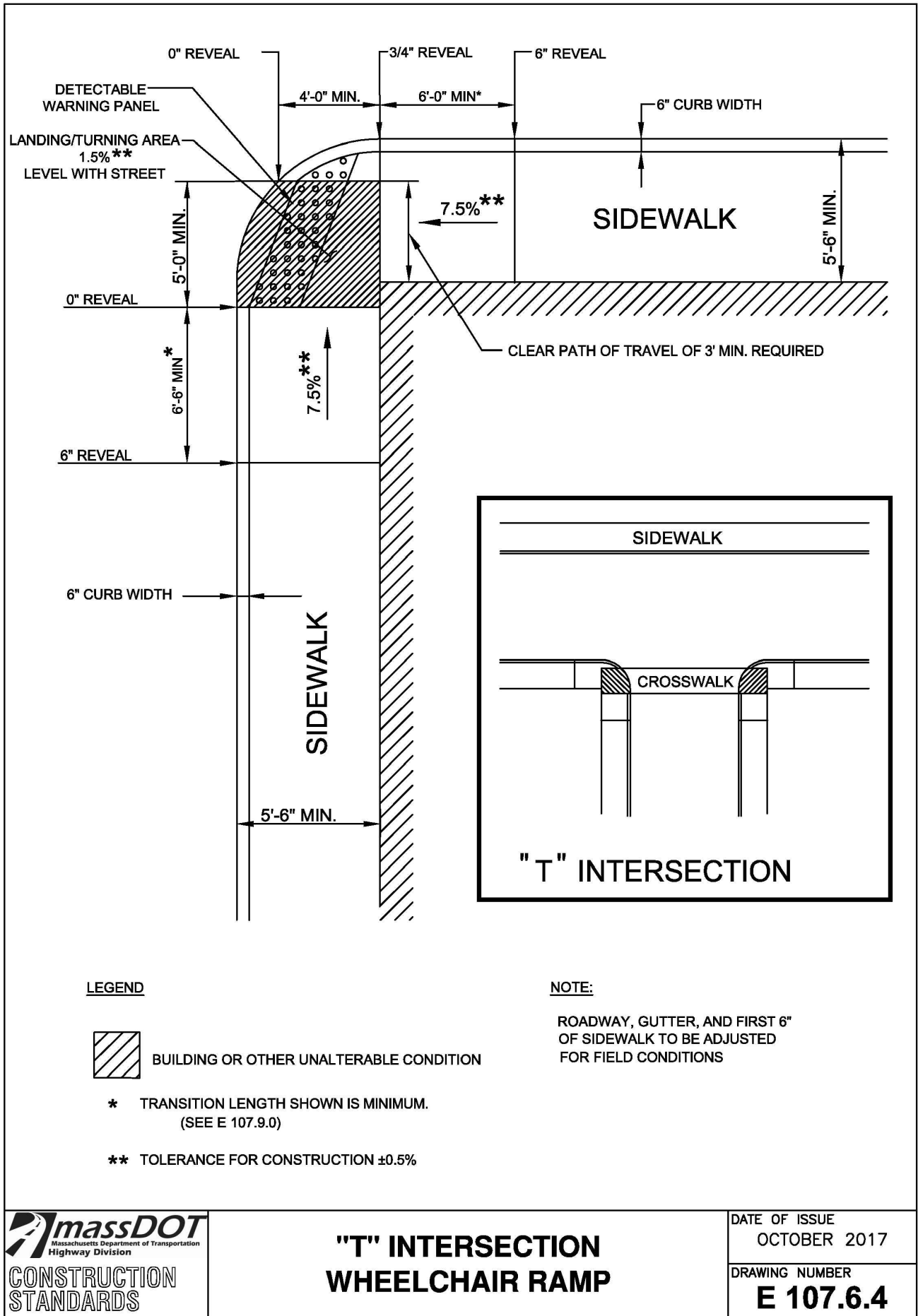
1. RECONSTRUCT ASHLAR MASONRY WALL PER ORIGINAL CONSTRUCTION ON CEMENT CONCRETE FOOTING.
2. CONSTRUCTION TO FOLLOW MASSDOT HIGHWAY DIVISION STANDARD SPECIFICATIONS FOR HIGHWAYS & BRIDGES, SUBSECTION 690: WALLS REMOVED & REBUILT AND CONSTRUCTION DETAIL E302.2.0.
3. SET BASE OR FILLER STONE BLOCKS IN BED OF MORTAR ON CEMENT CONCRETE FOOTING.
4. ALL ASHLAR STYLE GRANITE STONES SHALL BE SET ON MORTAR BETWEEN STONES/BLOCKS.
5. 4-INCH SLOT-PERFORATED CORRUGATED PLASTIC PIPE SUBDRAIN SHALL CONNECT TO DMH AS SHOWN.
6. CONNECTION OF SUBDRAIN PIPE TO DMH TO CATCH BASIN AT INTERSECTION OF HAMPSHIRE STREET & PINE STREET SHALL BE 12-INCH RCP AND COMPLETED BY OTHERS.
7. DIMENSIONS OF EXISTING STONES ARE APPROXIMATE NOMINAL DIMENSIONS BASED ON STONES MEASURED IN FIELD ADJACENT TO FAILED SECTION.



CLEANOUT DETAIL
NOT TO SCALE



Z:\Users\J.L. Jones\32073.DOC Holyoke-Wistariahurst Retaining Wall-ADA (DWG) DETAILS.dwg



CITY OF HOLYOKE:

SCALE ADJUSTMENT GUIDE

0" 1"

BAR IS ONE INCH ON ORIGINAL DRAWING

WISTARIAHURST MUSEUM

PINE STREET RETAINING WALL REHABILITATION

Holyoke, Massachusetts

REVISIONS:

NO.	DESCRIPTION	DATE

PROJECT NO.: 23073.00
DATE: OCTOBER 2024
SCALE: AS NOTED
DESIGNED BY: MAM
CHECKED BY: MAM
DRAWN BY: AWL/JLC
APPROVED BY: MAM
DRAWING TITLE:

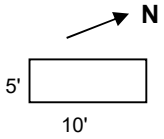
DETAILS 3

DRAWING NO.: C2.3

SHEET NO. 6 OF 6

APPENDIX B

TEST PIT LOG

PARE CORPORATION										TEST PIT NO. TP00-1		
14 BOBALA ROAD - SUITE 2B, HOLYOKE, MASSACHUSETTS												
ENGINEERS *** PLANNERS *** CONSULTANTS										SHEET 1 OF 1		
PROJECT WISTARIAHURST RETAINING WALL					PROJECT NO. 23073							
HOLYOKE, MASSACHUSETTS					CHKD. BY MAM							
CONTRACTOR JSC CONSTRUCTION					LOCATION 85 ft north from Pine St & Hampshire St intersection							
FOREMAN Matt					GROUND SURFACE ELEVATION DATUM top sidewalk							
ENGINEER M. McClusky					DATE START 5/9/2023 DATE END 5/9/2023							
MAKE John Deere					GROUNDWATER READINGS							
MODEL 410J					DATE		TIME		DEPTH TO WATER		STABILIZATION TIME	
CAPACITY					5/9/2023				none obs		15 min	
REACH ±20 FEET												
OPERATOR												
					SAMPLE DESCRIPTION							
DEPTH (ft)					Modified Burmister CLASSIFICATION							
EXCAVAT EFFORT												
BOULDERS CNT/CLASS												
REMARKS												
GROUND WATER ELEV.												
1					sawcut sidewalk, remove bit sidewalk and black soil. Bottom Ashlar Stone 4-inches to 6-inches BG (varies)							
2					two horizontal layers of red stone blocks (8-inch and 12-inch tall) as wall foundation - no formal footing observed							
3					0.5'-3.0', brown fine to medium grained sand, moist - no wetness or seeps							
4												
5					3.0'-5.0', reddish-brown coarse sand, with more gravelly material at 5.0' below grade - no wetness or seeps							
6					END							
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
BOULDER CLASS			TEST PIT PLAN		EXCAVATION EFFORT		ABBREVIATIONS			BURMISTER CLASIFICATION		
DESIGNATION		SIZE			E EASY M MODERATE D DIFFICULT		F FINE M MEDIUM C COARSE V VERY F-M FINE TO MEDIUM F-C FINE TO COARSE			TRACE 0 - 10% LITTLE 10 - 20% SOME 20 - 35% AND 35 - 50% PERCENT BY WEIGHT		
A 6" TO 18"												
B 18" TO 36"												
C 36" & UP												
VOLUME = CU.YDS												
REMARKS:												
										TEST PIT NO. TP00-1		