

SECTION 00100

ADVERTISEMENT FOR BIDS

Town of Savoy, Massachusetts

Sealed bids for construction of the Chapel Road Culvert over Chickley River Project for the Town of Savoy will be received at the Savoy Town Hall, 720 Main Road, Savoy, Massachusetts, 01256. until 11:00 a.m., prevailing time, on November 18, 2025, at which time said bids will be publicly opened and read aloud.

The Base Bid scope of work includes installation of 43.5 linear feet of 6'x 8' Precast Concrete Box Culvert under Chapel Road at Chickley River including curtain walls, headwalls and 4 wingwalls, replace 380 linear feet of guardrail, 100 linear feet of 48" high chain link fence, 155 square yards of road reconstruction, and other associated work.

The estimated project cost for the Base Bid is \$950,000, INSTRUCTIONS TO BIDDERS.

The Instructions to Bidders, Form of General Bid, Agreement, Plans, Specifications, Performance and Payment Bond, and other Contract Documents may be examined at the following locations during normal business hours:

- Weston & Sampson Engineers, Inc., 712 Brook Street Suite 103, Rocky Hill, Ct 06067

Beginning October 17, 2025, Contract Documents will be available electronically at www.biddocs.com (may be viewed electronically and downloaded at no cost) and hard copies may be purchased online at www.biddocs.com or at Nashoba Blue, Inc., 433 Main Street, Hudson, MA 01749 (978-568-1167). There is a refundable deposit of \$50.00 per set payable to BidDocs Online, Inc. Deposits may be electronically paid or must be a certified or cashier's check. Bidders requesting Contract Documents to be mailed to them shall include a separate check for \$40.00 per set for UPS Ground (or \$65.00 per set for UPS overnight), payable to the BidDocs Online, Inc., to cover mailing costs.

The award will be to the lowest, responsible, and eligible bidder. The selected contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 000520, AGREEMENT, of these specifications.

Funding for this project is provided by a grant from Mass Works Infrastructure Program. Prequalification of Contractors is required under provision of Section 34 of Chapter 90 and in accordance with 720 CMR 5.00. Bidders must be on the prequalified list provided to the Engineer by the MassDOT Highway Division Prequalification Department. All proposal submitted by non-prequalified bidders are subject to rejection by the municipality at or after the bid opening.

Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, or by the Davis Bacon Wage Rates, whichever hourly rate pays

more, applies to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

Bidders on this project will be required to comply with all provisions of Executive Order No. 11246 (requirements for Affirmative Action and Equal Employment Opportunity), Massachusetts Wage Rates, Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours Standards Act, Section 3, regulations promulgated under the Occupational Safety and Health Act of 1970, and other applicable laws.

By submission of a bid, the Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

This project is subject to Title VI of Civil Rights Act of 1964, Section 3 of the Housing and Urban Development Act of 1968, and Equal Employment Opportunity.

The Owner reserves the right to waive any informalities in bids and to reject any or all bids, in whole or in part, if it is in the best interests of the Town.

TOWN OF SAVOY, MASSACHUSETTS

Weston & Sampson Engineers, Inc.
Rocky Hill, Connecticut



westonandsampson.com

712 Brook Street, Suite 103
Rocky Hill, CT 06067
tel: 860-513-1473

CONTRACT DOCUMENTS

October 2025

AWARDING AUTHORITY
TOWN OF

Savoy

MASSACHUSETTS
720 Main Road
Savoy, MA 01256

Chapel Road Culvert
Replacement over
Chickley River

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The Owner reserves the right to waive any informalities in bids and to reject any or all bids, in whole or in part, if it is in the best interests of the Town.

TOWN OF SAVOY, MASSACHUSETTS

Weston & Sampson Engineers, Inc.
Rocky Hill, Connecticut

SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Deposit on Documents
4. Preparation of Bid
5. Modification of Bids
6. Obligation of Bidder
7. Information not Guaranteed
8. Bid Security
9. Time for Completion
10. Addenda and Interpretations
11. Bid Opening Procedure
12. Comparison of Bids
13. Statutes Regulating Competitive Bidding
14. Right to Reject Bid
15. Ability and Experience of Bidder
16. Conditions of Work
17. Security for Faithful Performance
18. Power of Attorney
19. Laws and Regulations
20. Liquidated Damages for Failure to Enter into Contract
21. Indeterminate Items and Estimated Quantities
22. CONTRACTOR Records
23. Bidder Certification – OSHA Training
24. Minimum Wage Rates
25. Price Adjustments

1. Receipt and Opening of Bids

The Town of Savoy, Massachusetts, herein called the OWNER, acting by and through its Board of Selectmen will receive sealed Bids for the construction of the Chapel Road Culvert over Chickley River Project.

Such bids addressed to the Town of Savoy and endorsed “Bid for the Chapel Road Culvert over Chickley River Project will be received at the Savoy Town Hall, 720 Main Road, Savoy, Massachusetts until 11:00 a.m. on November 18, 2025 at which time and place said bids will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of 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 will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM OF GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of thirteen (10) drawings titled " Chapel Road Culvert over Chickley River inclusive.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

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

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

3. Deposit on Documents

A deposit, in the amount as specified in Section 00100, ADVERTISEMENT FOR BIDS, in cash or check payable to Weston & Sampson Engineers, Inc. will be required on each set of Contract Documents taken. Such deposits will be refunded to all bidders and non-bidders upon the return of said documents in good condition within 30 days after the date of opening of general bids.

To ensure refund of the deposit, Contract Documents (except documents submitted by bidders) must be returned to the office of Weston & Sampson and be accompanied by a letter of transmittal.

4. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

5. Modification of Bids

Any bidder may modify its bid by facsimile transmission at any time prior to the scheduled closing time for receipt of bids, provided such transmission is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile transmission.

6. Obligation of Bidder

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

7. Information not Guaranteed

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

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

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination

made by it in any manner as a basis of or grounds for any claim 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.

8. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

9. Time for Completion

The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson Engineers, Inc., 720 Brook Street, Rocky Hill, Connecticut 06067, Attention: Peter Grandy, or sent via fax to Weston & Sampson at (860)513-1483, or sent via email to grandyp@wseinc.com, and to be given consideration must be received at least ten working days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as

submitted. All addenda so issued shall become part of the Contract Documents.

11. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

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

Properly executed bid security shall accompany the bid documents.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids except for the DCAMM Update Statements contained therein, which are not public records.

12. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

13. Statutes Regulating Competitive Bidding

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

14. Right to Reject Bid

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, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

15. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

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

16. Conditions of Work

Each bidder must inform itself 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 its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

17. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The

bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

18. Power of Attorney

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

19. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

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.

Attention is directed to Section 00830 STATE REGULATIONS and to other applicable sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

20. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

21. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that

such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

22. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00830, STATE REGULATIONS.

23. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Minimum Wage Rates

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

Minimum Wage Rates as determined by the Commissioner of the Department Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. 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.

Federal Minimum Wage Rates as determined by the United states Department of Labor under the Davis-Bacon Act also apply to this project. See also specific contract provisions to be met in Section 00810.

The Contractor is responsible for requesting up to date wage rates from the Owner prior to the one-year anniversary of the notice to proceed of this contract. The Owner shall obtain updated wage rates from the Commissioner and provide them to the Contractor upon said request.

30. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with Chapter 30, Section 38A of the Massachusetts General Laws.

END OF SECTION

SECTION 00410

FORM OF GENERAL BID

CHAPEL ROAD CULVERT REPLACEMENT

Bid of _____ (hereinafter called "Bidder")*

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

(____) a partnership

(____) a joint venture

(____) an individual
doing business as _____

To the Town of Oxford, Massachusetts (hereinafter called "Owner")

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

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within **240 consecutive calendar days** thereafter. The Bidder further agrees to pay as liquidated damages the sum of five hundred (\$500.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in Section 00700 GENERAL CONDITIONS.

*Insert corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C.1) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$_____.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

CHAPEL ROAD CULVERT REPLACEMENT Bid No. XXXXX
Form of General Bid

*The bidder is requested to fill in the "Amount." In case of discrepancy the "Unit Price Bid" written in words shall govern.

03. SCHEDULE OF BASE BID PRICES

Item No.	Approx. Quantity and Unit Measure		Items with Unit Written in Words	Unit Price (Figures)	Extended Total (Figures)
1.	1	L.S.	Selective Clearing and Grubbing _____ _____	\$ _____ Per L.S.	\$ _____
2.	220	C.Y.	Earth Excavation _____ _____	\$ _____ Per C.Y.	\$ _____
3.	850	C.Y.	Bridge Excavation _____ _____	\$ _____ Per C.Y.	\$ _____
4.	330	C.Y.	Class A Trench Excavation _____ _____	\$ _____ Per C.Y.	\$ _____
5.	50	C.Y.	Class B Rock Excavation _____ _____	\$ _____ Per C.Y.	\$ _____
6.	750	C.Y.	Gravel Borrow for Backfilling Structures and Pipes _____ _____	\$ _____ Per C.Y.	\$ _____

7.	25	C.Y.	Gravel Borrow for Riprap \$ Per C.Y. \$
8.	105	C.Y.	Crushed Stone for Bridge Foundations \$ Per C.Y.. \$
9.	525	S.Y.	Fine Grading and Compacting \$ Per S.Y. \$
10.	180	C.Y.	Dense Graded Crushed Stone for Subbase \$ Per C.Y. \$
11.	520	LB.	Calcium Chloride for Roadway Dust Control \$ Per LB. \$
12.	.6	MGL	Water for Roadway Dust Control \$ Per MGL \$
13.	45	TON	Superpave Surface Course – 9.5 (SSC – 9.5) \$ Per TON \$
14.	60	TON	Superpave Intermediate Course – 19.0 (SSC – 19.0) \$ Per TON \$

15.	25	GAL.	Asphalt Emulsion for Tack Coat	\$ _____	\$ _____
			_____ Per GAL.		
16.	50	FT.	Sawing Asphalt Pavement	\$ _____	\$ _____
			_____ Per FT.		
17.	350	FT.	Guardrail, TL-3 (Single Faced)	\$ _____	\$ _____
			_____ Per FT.		
18.	4	EA.	Guardrail Flare End Treatment, TL-3	\$ _____	\$ _____
			_____ Per EA.		
19.	240	LF	Sedimentation Fence	\$ _____	\$ _____
			_____ Per LF		
20.	75	S.Y.	Geotextile Fabric for Separation	\$ _____	\$ _____
			_____ Per S.Y.		
21.	1	L.S.	Mobilization	\$ _____	\$ _____
			_____ Per L.S.		
22.	35	C.Y.	Loam for Roadside	\$ _____	\$ _____
			_____ Per C.Y.		
23.	310	S.Y.	Seeding	\$ _____	\$ _____
			_____ Per S.Y.		

24.	210	FT.	Sediment Control Barrier	_____	\$ _____	\$ _____
				_____	Per FT.	
25.	189	S.F.	Safety Signing for Traffic Management	_____	\$ _____	\$ _____
				_____	Per S.F.	
26.	200	FT.	Temporary Barrier (TL-2)	_____	\$ _____	\$ _____
				_____	Per FT.	
27.	200	FT.	Temporary Barrier Removed and Reset	_____	\$ _____	\$ _____
				_____	Per FT.	
28.	945	FT.	Temporary Paving Markings – 6 inch (Painted)	_____	\$ _____	\$ _____
				_____	Per FT.	
29.	205	FT.	6 inch ReflectORIZED Yellow Line (Epoxy)	_____	\$ _____	\$ _____
				_____	Per FT.	
30.	255	C.Y.	4000psi, 1.5in., 565 Cement Concrete	_____	\$ _____	\$ _____
				_____	Per C.Y.	
31.	13000	LBS.	Reinforcing Steel for Structures – Epoxy Coated	_____	\$ _____	\$ _____
				_____	Per LBS.	

32.	290	S.Y.	Dampproofing	\$ _____	\$ _____
			_____	Per S.Y..	

33.	25	C.Y.	Riprap	\$ _____	\$ _____
			_____	Per C.Y.	

34.	65	S.Y.	Temporary Paving	\$ _____	\$ _____
			_____	Per S.Y.	

35.	90	L.F.	48 inch High Chain Link	\$ _____	\$ _____
			_____	Per L.F.	

36.	25	C.Y.	Natural Streambed Material	\$ _____	\$ _____
			_____	Per C.Y.	

37.	1	L.S.	Control of Water, Structure No. 1	\$ _____	\$ _____
			_____	Per L.S.	

38.	910	S.Y.	Temporary Support of Excavation	\$ _____	\$ _____
			_____	Per S.Y.	

39.	1	L.S.	6'-0"x 8'-0" Precast Concrete Box Culvert	\$ _____	\$ _____
			_____	Per L.S.	

TOTAL LUMP SUM BID, written in Figures: \$_____

TOTAL LUMP SUM BID, Written in Words:

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

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

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

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

The selected Contractor shall furnish a performance bond in an amount equal to 100% of the Contract prices in accordance with Section 00610 PERFORMANCE BOND. The selected Contractor shall furnish a payment bond in an amount at least equal to 50% of the contract prices in accordance with Section 00620 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

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

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

(attach supplementary list if necessary)

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

Completion
Date

Project
Name

Contract
Amount

Design
Engineer

Reference
Name

Telephone
No.

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned hereby certifies under penalties of perjury, as follows: (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.

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

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

ADDITIONAL FORMS TO BE COMPLETED WITH BID

The following forms **must** be completed and submitted as part of the Form of General Bid for the Replacement of Chapel Road Culvert over Tilton River and Replacement of Chapel Road Culvert over Chickley River.

- Certificate of Vote of Authorization
- Certification of Bidder Regarding Equal Employment Opportunity
- Assurance of Compliance
- Certification of Bidder OSHA Ten-hour Course in Construction Safety and Health
- Debarment Certification
- Certification of Drug-Free Workplace
- Registration of Foreign Corporation

CERTIFICATE OF VOTE OF AUTHORIZATION

_____ 2025

I hereby certify that a meeting of the Board of Directors of the:

NAME OF CORPORATION

duly called and held at _____ on the _____ day of _____ 2025

At which a quorum was present and acting, it was voted that _____

Name of Corporate Officer

of the _____, be and hereby is authorized to execute and deliver for

and on behalf of the Corporation a Contract with _____, for

work to be done at Chapel Road Culvert _____ in the Town of _____ Savoy

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ Is duly qualified and acting

Name of Corporate Officer

_____ of the Corporation and that said vote has not been

Title

Repealed, rescinded or amended

A true copy of the record,

ATTEST:

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS _____

DAY OF _____

BEFORE ME

Notary Public

My Commission Expires: _____

CORPORATE VOTE

1 of 1

**CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY
Instructions**

This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal employment opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification of Bidder

Name and Address of Bidder (include zip code)

1. Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause. Yes _____ No _____

2. Compliance reports were required to be filed in connection with such contract or sub-contract. Yes _____ No _____

3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Utilization Report (257).
Yes _____ No _____ None Required

4. Have you ever been or are you being considered for sanction due to a violation of Executive Order 11246, as amended?
Yes _____ No _____

Name and Title of Signer (please type)

Signature:

Date:

Certification of Bidder Regarding Equal Employment Opportunity

Assurance of Compliance (Section 3, HUD Act of 1968)
TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES
FOR BUSINESSES AND LOWER INCOME PERSONS

- A. The work to be done under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act OF 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled
 - 1. after the contractor is selected but before the contract is executed, and

2. with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Non compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible
1. preferences and opportunities for training and employment shall be given to Indians, and
 2. preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Date: _____

Applicant _____

Address _____

Authorized Signature _____

CERTIFICATION OF BIDDER

United States Occupational Safety and Health Administration (OSHA)

Ten-hour Course in Construction Safety and Health

Instructions

Pursuant to M.G.L. c.30, §39S, any person submitting a bid for, or signing a contract to work on, a public building or public works project estimated to cost more than \$10,000.

Certification of Bidder

Under the pains and penalties of perjury that he or she is able to furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in work subject to the bid, have successfully completed at least 10 hours of OSHA approved training.

Name and Address of Bidder (include zip code)	
Name and Title of Signer (please type)	
Signature:	Date:

Certification of Bidder Regarding United States Occupational Safety and Health Administration (OSHA)

Ten-hour Course in Construction Safety and Health

PUBLIC CONTRACTS - DEBARMENT

Chapter 550, Acts of 1991

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date: _____

Name of Bidder: _____

By: _____

(Signature)

(Print Name and Title of Person Signing)

(Address)

(City, State & Zip Code)

Certification of Drug-Free Workplace

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

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

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

Signature: _____

Date _____

REGISTRATION OF FOREIGN CORPORATION

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

Contractor
By:

Signature of authorized representative	Title	Date
--	-------	------

OWNER / CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of 202__, by and between the **TOWN OF SAVOY**, hereinafter called the "Owner", and _____, hereinafter called the "Contractor".

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

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for the _____, prepared by _____ acting as _____, and referred to in these Contract Documents as the "_____".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to Substantial Completion within _____ calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with the Conditions of the Contract.

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

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

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

Alternate No(s):

- () *Description*; and
- () *Description*; and
- () *Description*.

Article 6. REAP CERTIFICATION: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Last Modified: 10/23/2025 at 10:00AM EDT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

CONTRACTOR:

OWNER:

(Name of Contractor)

Address

Print Name

Telephone Number

(SEAL)

(SEAL)

ATTEST: _____
(Signature)

ATTEST: _____
(Signature)

Name: _____
(Please print or type)

Name: _____
(Please print or type)

Witness: _____

If a corporation, attach to each signed Contract a notarized copy of the corporate vote authorizing the signatory to sign this Contract).

As required by Massachusetts General Laws, Chapter 44, Section 31C, this is to certify that the Town of Savoy, Massachusetts, has secured a Community Development Block Grant from the Department of Housing and Community Development.

Signed: _____
Town Accountant

Date: _____

TOWN OF SAVOY:

Name of Authority

Signature and Seal

Title

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

A written **Notice to Proceed** shall be issued to the Contractor after receipt of the following: acceptance of the Notice of Award, the payment and performance bonds, proof of required insurances, and the completed contract documents. These items must be completed within fifteen (15) days of the receipt of a Notice of Award from the Owner. The successful contractor must post on the project site an EEO poster has been posted in a conspicuous place at the job site, the Contractor has designated an EEO Coordinator, the State and Federal Wage Decision has been posted in a conspicuous place, the Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements has been submitted to the project manager, and the Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements has been submitted to the awarding authority.

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

Prior to the start of construction, the Contractor, all subcontractors, the project manager, and the owner shall attend a preconstruction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed on him and his subcontractors by the Executive Orders concerning Equal Employment Opportunity and Davis-Bacon Act requirements and other Federal labor standards requirements.

The Resident Inspector or the Clerk of the Works will furnish the date, time, and place of the preconstruction conference to the Contractor.

NOTICE OF AWARD

To: _____

From: Town of Savoy, MA

Date: _____

Subject: Award of Contract / Project

Project Description:

The Town of Savoy has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated _____, and Instruction to Bidders.

You are hereby notified that your BID has been accepted; labor and materials in the amount of \$ _____. This amount does include alternate # ____.

Please be informed that the General Contract, all filed Sub Contractors *MUST* attend the Preconstruction Conference.

You are required by the Information to Bidders to supply the Town of Savoy with the following information to be forwarded **PRIOR to submission of signed Agreement:**

1. Names, addresses, and Federal I.D. #s (Form W-9) for any subcontractors that will be working with you on this project.
2. All Sub Contractor agreements, Insurance Certificates, licenses and EEO forms (Certifications of Bidder Regarding Equal Opportunity Employment, Assurance of Compliance, and Debarment Certification must be submitted prior to the Notice to Proceed.
3. A 100% PAYMENT BOND AND A 100% PERFORMANCE BOND to the Town of Savoy has to be submitted prior to the submission of the executed formal contract.
4. Section 3 – Plan has to be submitted prior to the submission of the executed formal contract. (for all contracts over \$100,000.00).
5. Certificates of Insurance as required by paragraph 29 of the General Conditions of the Owner/Contractor Agreement from you.
6. General Contractor's Form W-9; Request for Taxpayer Identification Number and Certification.
7. Copies of all licenses required for the general contractor.

The numbers of the applicable wage decisions, which were part of the bid documents and will be contained in the contract, are Savoy Revised _____ (State) and General Decision No. _____ (Federal).

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town of Savoy.

Dated this ____ day of _____ 202 .

TOWN OF SAVOY

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ day of _____ 202...

Signed: _____

Title: _____

NOTICE TO PROCEED

To: _____ DATE: _____

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025, on or before _____, 2025, and you are to complete the work by _____, 2025.

TOWN OF SAVOY, MASSACHUSETTS

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

(CONTRACTOR) _____

This, the _____ day of _____, 2021.

By: _____

Title: _____

Date

CONTRACT CONDITIONS (see also general conditions, special supplemental conditions)

3. Funding Source

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

4. Contract Plans and Specifications

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

5. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

6. Shop Drawings

The Contractor shall submit promptly to the Engineer five (5) copies of each shop drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

7. Materials, Services and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

8. Contractor's Title to Materials

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

9. Title to Work

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

10. Inspection and Testing of Materials

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

11. Express Warranty

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

12. Maintenance and Guarantee

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

13. Or "Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the

Architect of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

14. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract as part of their cost, and shall comply with the provisions of HUD 24 CFR 85.36 Parts 1-3 and Massachusetts General Laws with respect to bonding or other insurance requirements.

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

15. Contractor's Obligations

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

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

16. Weather Conditions

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

17. Protection of Work and Property - Emergency

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

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

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

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

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

18. Inspection

The authorized representatives and agents of the Owner, the Executive Office of Communities and Development, the Commonwealth, the grantee, and the Department of Housing and Urban Development shall be permitted to inspect all work,

19. Reports, Records and Data

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

20. Superintendence by Contractor

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

21. Changes in Work

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

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

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

22. Time for Completion and Liquidated Damages

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

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

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

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

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

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

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract,

notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

23. Correction of Work

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

24. Subsurface Conditions Found Different

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

25. Right of Owner to Terminate Contract

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

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

In the event of any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days

from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

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

26. Payments to Contractor

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

- (a) Withholding of not more than 5 percent of the payment claimed until work is substantially complete.
 - (b) When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 1 percent (1%) or to only that amount necessary to assure completion.
 - (c) The OWNER may reinstate up to 5 percent (5%) withholding if the OWNER determines, at its discretion that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.
 - (d) The OWNER may accept securities negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the CONTRACTOR instead of all or part of the cash retainage.
 - (e) NON PAYMENT PROVISION: The OWNER will not make a payment to the Contractor if they have determined that the Contractor has not provided them with current certified payrolls on the Federal Form 1215-0149 attached, provided the accompanying Federal Compliance Statement(s), it has been determined that an employee is not being paid the correct wage rate for this project, or the Contractor has failed to provide the State Compliance Statement(s) at least once by the end of the job. And further that the Contractor and/or subcontractors shall submit certified payrolls marked "No Work this Week" for each of the weeks where no work was performed. The CONTRACTOR shall provide the OWNER with employee interview forms, all the necessary employee certifications, and pay the correct prevailing wage rates.
- (a) Not later then the tenth day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract. The Contractor shall submit his estimate not later than the first day of the month; provided further, that on completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

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

27. Indemnification.

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

28. Acceptance of Final Payment Constitutes Release

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

29. Insurance

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

(a) Workmen's Compensation Insurance

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

(b) Scope of Insurance and Special Hazards

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

(c) Proof of Carriage of Insurance

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

(d) Owners Protective Liability Insurance

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

(e) Public Liability and Property Damage

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

- A. For insurance purposes, the site of work and/or the project site includes not only the limited physical work areas involved but also certain other areas of operations set up for utility, sanitary, electrical, water, pollution control, disposal and cleaning purposes; to furnish materials for the work including storage and stock pile areas and all routes between and among them.
- B. Contractor and Subcontractor(s) shall provide a comprehensive general liability policy with a combined single limit provision for bodily injury and/or property damage of a minimum of \$1,000,000 written on an occurrence basis. Include XCU coverage (explosion, collapse, underground) and fire protection for property under their care, custody and control.

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

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

General (Comprehensive) Liability

Bodily Injury or Death - Each Person	\$ 500,000
Bodily Injury or Death - Each Accident	\$1,000,000
Property Damage - Each Accident	\$ 500,000
Property Damage - Aggregate	\$1,000,000

Automobile and Truck Liability

Bodily Injury or Death - Each Person	\$ 500,000
Bodily Injury or Death - Each Accident	\$1,000,000
Property Damage - Each Accident	\$ 200,000
Property Damage - Aggregate	\$1,000,000

- (f) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

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

If the required liability insurances are not issued in the designated amounts, the Contractor shall purchase Umbrella insurance with a limit of \$100,000.00 and the policy's deductible must be covered by the individual policies described above.

30. Flood Disaster Protection

The owner of land subject to acquisition or improvement under this contract, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this contract, such flood insurance as is required with respect to financial assistance for acquisition or construction purposes under section 102 (a) of the Flood Disaster protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land which is the subject of this contract is not itself funded out of assistance provided under the Housing and Community Development Act of 1974, as amended.

31. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a

penal sum not less than that prescribed by State or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract.

32. Assignments

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

33. Engineer's Authority

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

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

34. Notice and Service Thereof

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

35. Subcontract

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

36. Interest of Member of or Delegate to Congress

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

37. Other Prohibited Interests

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

38. Suspension of Work

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

39. Access to Records

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

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

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

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

41. Non-Discrimination

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$1,000 or more), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 6,143 and 227, and Massachusetts CDBG regulations, procedures or guidelines as contained

in the CDBG Manual; Title 11 of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and MASS CDBG guidelines, procedures, or regulations including the CDBG Manual.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, veteran's status, national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color-religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship.

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

Contract subject to Federal Executive Order 11246 as amended, shall be subject to HUD Equal Employment Opportunity regulation at 24 CFR Part 130 applicable to HUD assisted construction contracts.

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

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

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

42. Termination of Contract

The Owner may suspend or terminate this Contract by providing the recipient with ten-(10) day's written notice for reasons outlined as follows:

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

43. Non Federal Labor-Standards Provisions

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

44. Schedule of Salaries and Wages

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

45. Labor Provisions

- (a) In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are male veterans as defined in clause forty-third of M.G.L. c. 4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with M.G.L. c. 149, s.26.

- (b) The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry unless the Federal rates are higher.
- (c) In accordance with M.G.L. c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M. G. L. c. 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the terms of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of G.L. c. 149, s. 34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.
- (d) The Contractor shall pay to any reserve police officer employed by him the prevailing rate of wage paid to regular police officers, as required by M.G.L. c. 149, s. 34B.
- (e) The Contractor shall provide the Owner with copies of each current permanent OSHA card or temporary OSHA certificate for each employee working on this project with the initial payment request; along with each journeyman's certificate for each employee claiming this work category.

46. Environmental Requirements

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

47. Responsibility to the Public Wage Rates

A. Laws to be Observed

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

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

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

48. Environmental Requirements

The Contractor shall comply where applicable, with Federal Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d)); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 USC 349), as amended, the Endangered Species Act of 1973 (16 USC 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c)); the Clean Air Act (42 U. S. C. 7401 et seq.), as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A- 11 7.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. HUD lead protocols and hazardous materials laws particularly those regarding residential rehabilitation. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, Protection of Wetlands Laws, and HUD Lead Abatement contained in 24 CFR Sec. 35.

49. Historic Preservation

The Contractor shall, in the performance of environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), federal Executive Order 11593, and the Preservation of

Archaeological and Historic Data Act of 1966(17 U.S.C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

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

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

- A. A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

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

- A. Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)
- B. The construction or rehabilitation of residential structures is subject to the HUD-Lead Based Paint regulations, 24 CFR Part 35, and the parts relating to the rehabilitation of federally funded projects. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(5) thereof, and requirements of M.G. L. Ch. 111, Sec. 190-19 1, and the regulations for Lead Poisoning.

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

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

53. Interest of Contractor and Employees

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

54. Severability

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

55. GOVERNING LAW

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

56. DISPUTE RESOLUTION

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

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

57. Statement - Political Activity Prohibited

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

58. Statement - Lobbying Prohibited

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

59. Identification

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

60. Grant Close-out Procedures

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

61. Availability of Funds

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

62. Confidentiality

The Contractor will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L. c.66, section 10, regarding access to public records.

63. Project Sign

A project sign displaying information related to the work contemplated under this Contract shall be fabricated by the Contractor at their expenses and erected at a location acceptable to the Owner. The names and agencies funding this project are to be included, the name of the project, individual names of each member of the Board of Selectmen, the Owner's representative, the name of the engineering firm, and the contractor on the project sign. This information shall be provided to the Contractor by the Owner at the preconstruction meeting. The project sign shall be constructed of the materials and to the dimensions as prescribed by the Owner. No separate payment shall be made for this work, the costs of which shall be deemed included in the various unit and lump sum prices contained in the Contractor's Bid.

64. Construction Schedule

A Bar Chart or Gant chart type construction schedule shall be submitted for approval no later than ten (10) days following receipt of Notice to Proceed. Schedule is to indicate major milestones, critical selling dates, lead time items, etc. Construction Schedule is to be updated monthly for project meetings.

65. Fair Housing

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

66. Conflict Of Interest

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

67. Copyright

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

EXHIBITS ATTACHED TO THIS AGREEMENT:

- Exhibit A: Form of Performance Bond
- Exhibit B: Form of Payment Bond
- Exhibit C: Certification of Bidder Regarding Equal Employment Opportunity
- Exhibit D: Assurance of Compliance (Section 3, HUD Act of 1968)
- Exhibit E: Section 3 Plan
- Exhibit F: Certificate of Owner's Attorney Regarding Contract Execution
- Exhibit G: Federal Labor Standards Provisions
- Exhibit H: Attachment to Federal Labor Standards Provisions
- Exhibit I: EO 481 Form
- Exhibit J: HUD Financial Disclosure Form
- Exhibit K: State Certification of Non-Collusion and Tax Compliance

Exhibit A:

PERFORMANCE BOND

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____

as **Principal**,

And _____

as **Surety**, are held and firmly bound unto

The **Town of Savoy**, as **Obligee**, in the sum of

_____ dollars \$.00

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 construction of **Chapel Road Culvert over Chickley River** in **Town of Savoy**, Massachusetts

Project Title

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 19 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.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

NNth Day of Type Month of 200Y

PRINCIPAL TYPE CONTRACTORS'S NAME

SURETY

TYPE SURETY NAME HERE

By:

By:

Seal

Attorney-in Fact

Attest:

Attest

The rate for this bond is % for the first \$ and % for the next \$ **.00**

The total premium for this bond is \$ **.00**

Exhibit B:

PAYMENT BOND

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as **Principal**,

And _____ as **Surety**, are held and firmly bound unto

The **Town of Savoy, MA.** 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 construction of **Chapel Road Culvert over Chickley River** Here in **Town of Savoy**, Massachusetts

Project Title

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

 NN th Day of Type Month here 20YY

PRINCIPAL

By:

Seal

Attest:

SURETY

By:

Attorney-in Fact

Attest

The rate for this bond is % for the first \$ _____ .00 and % for the next \$ _____ .00

The total premium for this bond is \$ _____ .00

Exhibit C:**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (EEO)	
Instructions	
This certification is required pursuant to Executive Order 11246 (30 CFR 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub contractors. shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub contract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.	
Certification of Bidder	
Name and Address of Bidder (include zip code)	
1. Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause. Yes _____ No _____	
2. Compliance Reports were required to be filed in connection with such contract or sub contract. Yes _____. No _____.	
3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257). Yes _____ No _____ None Required	
4. Have you ever been or are you being considered for sanction due to a violation of Executive Order Il 246, as amended? Yes _____ No _____	
Name and Title of Signer (please type)	
Signature	Date

Exhibit D:

**ASSURANCE OF COMPLIANCE (SECTION 3, HUD ACTS OF 1968)
TRAINING, EMPLOYMENT; AND CONTRACTING OPPORTUNITIES
FOR BUSINESSES AND LOWER INCOME PERSONS**

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part - 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding. if any, a notice advising the labor organization or workers' representative of the contractors commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each: and the name and location of the person(s) taking applications for each of the positions: and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135- The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions including training positions that are filled
 - (1) after the contractor is selected but before the contract is executed, and
 - (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible
 - (i) preference and opportunities for training and employment shall be given to Indians, and

(ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Date:_____

Applicant _____

Address _____

Authorized Signature_____

Exhibit E:

Section 3 Plan

Please refer to Specification Section 00830.A – SECTION 3.O PLAN – EQUAL EMPLOYMENT OPPORTUNITY & CIVIL RIGHTS

Exhibit F:

Certificate of Owner's Attorney Regarding Contract Execution

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Date: _____

Signed: _____

Exhibit G:

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Office of Labor Relations

form HUD-401 0 (07/2003)

Previous edition is obsolete Page 4 of 34ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 121 5-01 40.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or

subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 121 5-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination and debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes

shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.1 2(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.1 2(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- 1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit H:

Attachment to Federal Labor Standards Provisions

So-Called “Antikickback Act” and Regulations Promulgated Pursuant Thereto by the Secretary of Labor. United States Department of Labor- Title 18, U.S.C., Section 874 (HUD-4010-1, 2-76) (Replaces section I of the Act of June 13, 1934 (48 Stat. 948.40 U.S.C., section 276B) pursuant to the Act of June 25, 1948, 62 Stat. 862).

Kickbacks from Public Works Employees

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Section 2 of the Act of June 13, 1934, as amended (48 Stat, 948, 62 Stat. 862,63 Stat I 08, 72 Stat. 967, 40 U.S.C., section 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term “this part,” as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

Title 29- Labor, Subtitle A- Office of the Secretary of Labor, Part 3 Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by loans or grants from the United States

Section 3.1 - Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No.14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions - from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2- Definitions.

As used in the regulations in this part:

- (a) The terms “building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or*not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a “building” or “work” within the meaning of the regulations in this part.
- (b) The terms “construction,” “prosecution,” “completion,” or “repair” mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms “public building” or “public work” include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term “building or work financed in whole or in part by loans or grants from the United States” includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is “employed” and receiving wages,” regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term “any affiliated person” includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer -or agent of such corporation.
- (g) The term “Federal agency” means- the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 - Weekly statement with respect to payment of wages.

- (a) As used in this section, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the secretary of Labor may specify.

(29 CFR- 9S, Jan. 4, 1964, as amended at 33 CFR 101 86, July 17, 1968)

Section 3.4. - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to the owner, representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to the owner contracting for or financing the building or work, After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5- Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, Or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (U) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction Voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including finds or special assessments: Provided, however., That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the “reasonable cost” of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 431 of this title. When such a deduction is made the additional records required under section S16.27(a) of this title shall be kept.

Section 3.6- Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining

of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under section 3.6 are prohibited.

Section 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable.

Special Equal Opportunity Provisions:

- A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,00 and under)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11 246 of September 24, 1965, and of the rules, regulations and relevant order of, the Secretary of Labor.
- e) The Contractor Will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and Will permit access to his books, records and accounts by the

Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.

- (f) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions Will be binding upon each Subcontractor or vendor. The Contractor will take such action with. respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States-

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000)

- a) The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
0%	0%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4-3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this

solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c) As used in this notice, and in the contract resulting from the solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)

- a. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted.
- (2) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
- (3) "Employer identification number" means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the black African racial groups not of Hispanic origin),
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (5) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- (6) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a "HomeOwner Plan" approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such HomeOwner Plan.

Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the plan goals and timetables.

- (7) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers- The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (8) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (9) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (10) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has nor referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractors efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor- The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review,, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject mailer discussed and disposition of the subject mailer.
- (h) Disseminate the Contractors EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractors recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the

Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (11) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, - makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor- The obligation shall not be a defense for the Contractor's non-compliance.
- (12) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women - generally, the

Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- (13) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- (14) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (15) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (16) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (17) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- (18) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

D. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities (from Federal Register 6/30/94)

The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply HUD’s regulations in 24 CFR 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers’ representative of the contractor’s commitments under this section 3 clause and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for employment or training positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date that the work shall begin.

The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take the appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.

Non compliance with HUD regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian Housing Assistance, section 7(b) of the Indian Self Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires, that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (U) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor will include the paragraphs of this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of 9/25/65, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Owner, HUD, and MASS. CDBG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation, with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The paragraphs of this clause shall be included in any subcontracts for construction, demolition or landscaping over \$100,000. If this is a construction, demolition, or landscaping contract for \$50,000 or more, and the contractor has over 50 employees, the contractor shall develop a written Affirmative Action Program. The program shall provide detailed steps to guarantee equal employment opportunity for minority groups and shall include a table of job classifications.

G. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for Which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply With the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance With the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract

or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Section 402 Veterans of the Vietnam Era (if \$1 0,000 or over) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

(Updated clause from 1/5195 Federal Register Pages 1985-1987 as follows; first paragraph of number 2 and number 8 a-c)

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made *at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment-
4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service- Such reports shall indicate for each hiring location
 - (1) the number of individuals hired during the reporting period,
 - (2) the number of nondisabled veterans of the Vietnam era hired,
 - (3) the number of disabled veterans of the Vietnam era hired, and
 - (4) the total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1987. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available,

upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.
7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from Within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause:
 - a. "All employment openings" includes all positions except executive and top management; those positions will be filled from within the contractor's organization or positions lasting three days or less. This term includes full time employment, temporary employment of more than three days' duration, and part time employment.
 - b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled...
 - c. "Positions that will be filled from within the contractor's own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside his or her own organization.
 - d. "Openings which the Contractor proposes to fill pursuant to a customary- and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Exhibit I:

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

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

CONTRACTOR CERTIFICATION:

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

Date: _____

Contractor Authorizing Signature

Print Name

Title: _____

Telephone: _____

Fax: _____

Email: _____

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

Exhibit J:

HUD FINANCIAL DISCLOSURE FORM

**FINANCIAL DISCLOSURE REPORT
FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM**

PROJECT: _____ **APPLICANT:** _____

Any applicant (city or town government, or subrecipient) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person, who knowingly and materially violates any required disclosure of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature _____ Date: _____

THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.

Last Modified: 10/23/2025 at 10:00AM EDT

CERTIFICATE OF NON-COLLUSION

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

Signature

Date _____

Typed name

Title

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,
 _____ (Name of individual) authorized signatory for

(Name of consultant) do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Savoy and is current with all local, state, and federal taxes and assessments, including child support payments.

Consultant

By:

Title	Date
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Title	Date
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SECTION 00520.A
FEDERAL AND STATE WAGE RATES



**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:	Town of Savoy	City/Town: SAVOY
Contract Number:	Savoy 001	
Description of Work:	Replacement of Existing Culvert With 6'x7' Precast Box Culvert including wingwalls at all four corners of culvert, headwalls, cutoff walls, guiderail and paving at roadway.	
Job Location:	Chapel Road, Savoy MA.	

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.

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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	12/1/2024	\$32.29	\$9.90	\$9.25	\$5.53	\$0.00	\$56.97
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$35.98	\$9.90	\$9.25	\$6.60	\$0.00	\$61.73
LABORERS	12/1/2025	\$37.21	\$9.90	\$9.25	\$6.60	\$0.00	\$62.96
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$39.25	\$9.90	\$9.25	\$6.60	\$0.00	\$65.00
	12/1/2026	\$40.54	\$9.90	\$9.25	\$6.60	\$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	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) 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"							
BACKHOE/FRONT-END LOADER OPERATOR 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"							
BARCO-TYPE JUMPING TAMPER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"							
BATCH/CEMENT PLANT - ON SITE OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BLOCK PAVER, RAMMER / CURB SETTER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$32.29	\$9.90	\$9.25	\$5.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2025	\$35.98	\$9.90	\$9.25	\$6.60	\$0.00	\$61.73
	12/1/2025	\$37.21	\$9.90	\$9.25	\$6.60	\$0.00	\$62.96
	6/1/2026	\$39.25	\$9.90	\$9.25	\$6.60	\$0.00	\$65.00
	12/1/2026	\$40.54	\$9.90	\$9.25	\$6.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER BOILERMAKERS LOCAL 29 BOILERMAKERS LOCAL 29	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79

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

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	8/1/2025	\$56.36	\$11.49	\$15.57	\$5.89	\$0.00	\$89.31
	2/1/2026	\$57.71	\$11.49	\$15.57	\$5.89	\$0.00	\$90.66

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BRICKLAYERS LOCAL 3	8/1/2026	\$59.91	\$11.49	\$15.57	\$5.89	\$0.00	\$92.86
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	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: 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

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)**Effective Date: 2/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.86	\$11.49	\$15.57	\$5.89	\$0.00	\$61.81
2	60.00	\$34.63	\$11.49	\$15.57	\$5.89	\$0.00	\$67.58
3	70.00	\$40.40	\$11.49	\$15.57	\$5.89	\$0.00	\$73.35
4	80.00	\$46.17	\$11.49	\$15.57	\$5.89	\$0.00	\$79.12
5	90.00	\$51.94	\$11.49	\$15.57	\$5.89	\$0.00	\$84.89

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS	6/1/2025	\$48.85	\$9.90	\$9.25	\$9.80	\$0.00	\$77.80
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$50.35	\$9.90	\$9.25	\$9.80	\$0.00	\$79.30
	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 LABORERS	6/1/2025	\$47.70	\$9.90	\$9.25	\$9.80	\$0.00	\$76.65
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.20	\$9.90	\$9.25	\$9.80	\$0.00	\$78.15
	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 LABORERS	6/1/2025	\$48.03	\$9.90	\$9.25	\$9.80	\$0.00	\$76.98
LABORERS - FOUNDATION AND MARINE	12/1/2025	\$49.53	\$9.90	\$9.25	\$9.80	\$0.00	\$78.48
	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"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"							

CARPENTER	9/1/2025	\$43.54	\$8.56	\$11.25	\$6.90	\$0.00	\$70.25
CARPENTERS	3/1/2026	\$44.44	\$8.56	\$11.25	\$6.90	\$0.00	\$71.15
CARPENTERS LOCAL 336 - BERKSHIRE COUNTY	9/1/2026	\$45.39	\$8.56	\$11.25	\$6.90	\$0.00	\$72.10
	3/1/2027	\$46.29	\$8.56	\$11.25	\$6.90	\$0.00	\$73.00

Apprentice: CARPENTER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.59	\$8.56	\$0.00	\$1.38	\$0.00	\$29.53
2	45.00	\$19.59	\$8.56	\$0.00	\$1.38	\$0.00	\$29.53
3	55.00	\$23.95	\$8.56	\$0.00	\$2.76	\$0.00	\$35.27
4	55.00	\$23.95	\$8.56	\$0.00	\$2.76	\$0.00	\$35.27
5	70.00	\$30.48	\$8.56	\$11.25	\$4.14	\$0.00	\$54.43
6	70.00	\$30.48	\$8.56	\$11.25	\$4.14	\$0.00	\$54.43
7	80.00	\$34.83	\$8.56	\$11.25	\$5.52	\$0.00	\$60.16
8	80.00	\$34.83	\$8.56	\$11.25	\$5.52	\$0.00	\$60.16

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.00	\$8.56	\$0.00	\$1.38	\$0.00	\$29.94
2	45.00	\$20.00	\$8.56	\$0.00	\$1.38	\$0.00	\$29.94
3	55.00	\$24.44	\$8.56	\$0.00	\$2.76	\$0.00	\$35.76
4	55.00	\$24.44	\$8.56	\$0.00	\$2.76	\$0.00	\$35.76
5	70.00	\$31.11	\$8.56	\$11.25	\$4.14	\$0.00	\$55.06
6	70.00	\$31.11	\$8.56	\$11.25	\$4.14	\$0.00	\$55.06
7	80.00	\$35.55	\$8.56	\$11.25	\$5.52	\$0.00	\$60.88
8	80.00	\$35.55	\$8.56	\$11.25	\$5.52	\$0.00	\$60.88

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$27.75	\$7.02	\$3.80	\$1.00	\$0.00	\$39.57
CARPENTERS	10/1/2026	\$28.85	\$7.02	\$3.80	\$1.00	\$0.00	\$40.67
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
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: 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

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
2	60.00	\$17.31	\$7.02	\$0.00	\$0.00	\$0.00	\$24.33
3	65.00	\$18.75	\$7.02	\$0.00	\$1.00	\$0.00	\$26.77
4	70.00	\$20.20	\$7.02	\$0.00	\$1.00	\$0.00	\$28.22
5	75.00	\$21.64	\$7.02	\$3.80	\$1.00	\$0.00	\$33.46
6	80.00	\$23.08	\$7.02	\$3.80	\$1.00	\$0.00	\$34.90
7	85.00	\$24.52	\$7.02	\$3.80	\$1.00	\$0.00	\$36.34
8	90.00	\$25.97	\$7.02	\$3.80	\$1.00	\$0.00	\$37.79

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	7/1/2024	\$44.56	\$13.20	\$16.30	\$2.93	\$1.69	\$78.68
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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

Apprentice to Journeyworker Ratio: 1:3

CHAIN SAW OPERATOR LABORERS	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 4 (BUILDING & SITE)							
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)	7/1/2025	\$58.51	\$10.30	\$11.95	\$12.50	\$0.00	\$93.26
PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: DELEADER (BRIDGE)							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.26	\$10.30	\$0.00	\$0.00	\$0.00	\$39.56
2	55.00	\$32.18	\$10.30	\$0.00	\$6.88	\$0.00	\$49.36
3	60.00	\$35.11	\$10.30	\$0.00	\$7.50	\$0.00	\$52.91
4	65.00	\$38.03	\$10.30	\$0.00	\$8.13	\$0.00	\$56.46
5	70.00	\$40.96	\$10.30	\$11.95	\$8.75	\$0.00	\$71.96
6	75.00	\$43.88	\$10.30	\$11.95	\$9.38	\$0.00	\$75.51
7	80.00	\$46.81	\$10.30	\$11.95	\$10.00	\$0.00	\$79.06
8	90.00	\$52.66	\$10.30	\$11.95	\$11.25	\$0.00	\$86.16

Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

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 4 (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

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	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 4 (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	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$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 4 (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	\$48.50	\$9.90	\$9.25	\$9.65	\$0.00	\$77.30
LABORERS	12/1/2025	\$50.00	\$9.90	\$9.25	\$9.65	\$0.00	\$78.80
LABORERS - ZONE 4 (BUILDING & SITE)	6/1/2026	\$51.55	\$9.90	\$9.25	\$9.65	\$0.00	\$80.35
	12/7/2026	\$53.05	\$9.90	\$9.25	\$9.65	\$0.00	\$81.85
	6/7/2027	\$54.65	\$9.90	\$9.25	\$9.65	\$0.00	\$83.45
	12/6/2027	\$56.25	\$9.90	\$9.25	\$9.65	\$0.00	\$85.05
	6/5/2028	\$57.93	\$9.90	\$9.25	\$9.65	\$0.00	\$86.73
	12/4/2028	\$59.60	\$9.90	\$9.25	\$9.65	\$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 4 (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

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	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
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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
Apprentice to Journeyworker Ratio: 2:3							
ELEVATOR CONSTRUCTOR	1/1/2025	\$66.41	\$16.28	\$10.96	\$10.40	\$0.00	\$104.05
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.21	\$16.28	\$0.00	\$0.00	\$0.00	\$49.49
2	55.00	\$36.53	\$16.28	\$10.96	\$10.40	\$0.00	\$74.17
3	65.00	\$43.17	\$16.28	\$10.96	\$10.40	\$0.00	\$80.81
4	70.00	\$46.49	\$16.28	\$10.96	\$10.40	\$0.00	\$84.13
5	80.00	\$53.13	\$16.28	\$10.96	\$10.40	\$0.00	\$90.77

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.62	\$16.38	\$0.00	\$0.00	\$0.00	\$51.00
2	55.00	\$38.08	\$16.38	\$11.06	\$10.70	\$0.00	\$76.22
3	65.00	\$45.00	\$16.38	\$11.06	\$10.70	\$0.00	\$83.14
4	70.00	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
5	80.00	\$55.38	\$16.38	\$11.06	\$10.70	\$0.00	\$93.52

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2025	\$46.49	\$16.28	\$10.96	\$10.40	\$0.00	\$84.13
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & BEAM RAIL ERECTOR LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
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For apprentice rates see "Apprentice- LABORER"

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23
FIRE ALARM INSTALLER 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"							
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING 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- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96

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

Apprentice to Journeyworker Ratio: 1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$28.09	\$9.90	\$9.25	\$6.60	\$0.00	\$53.84
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2025	\$28.09	\$9.90	\$9.25	\$6.60	\$0.00	\$53.84
	6/1/2026	\$29.21	\$9.90	\$9.25	\$6.60	\$0.00	\$54.96
	12/1/2026	\$29.21	\$9.90	\$9.25	\$6.60	\$0.00	\$54.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FLOORCOVERER	9/1/2025	\$43.44	\$8.56	\$11.25	\$6.90	\$0.00	\$70.15
FLOORCOVERERS LOCAL 2168	3/1/2026	\$44.34	\$8.56	\$11.25	\$6.90	\$0.00	\$71.05
FLOORCOVERERS LOCAL 2168 ZONE III	9/1/2026	\$45.29	\$8.56	\$11.25	\$6.90	\$0.00	\$72.00
	3/1/2027	\$46.19	\$8.56	\$11.25	\$6.90	\$0.00	\$72.90

Apprentice: FLOORCOVERER							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.55	\$8.56	\$0.00	\$1.38	\$0.00	\$29.49
2	45.00	\$19.55	\$8.56	\$0.00	\$1.38	\$0.00	\$29.49
3	55.00	\$23.89	\$8.56	\$0.00	\$2.76	\$0.00	\$35.21
4	55.00	\$23.89	\$8.56	\$0.00	\$2.76	\$0.00	\$35.21
5	70.00	\$30.41	\$8.56	\$11.25	\$4.14	\$0.00	\$54.36
6	70.00	\$30.41	\$8.56	\$11.25	\$4.14	\$0.00	\$54.36
7	80.00	\$34.75	\$8.56	\$11.25	\$5.52	\$0.00	\$60.08
8	80.00	\$34.75	\$8.56	\$11.25	\$5.52	\$0.00	\$60.08

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
2	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
3	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
4	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
5	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
6	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
7	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80
8	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT	12/1/2023	\$39.25	\$13.78	\$12.15	\$3.00	\$0.00	\$68.18
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS	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"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	6/1/2025	\$43.13	\$10.80	\$8.25	\$5.50	\$0.00	\$67.68
GLAZIERS LOCAL 1333	6/1/2026	\$44.73	\$11.20	\$8.40	\$6.05	\$0.00	\$70.38

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
GLAZIERS LOCAL 1333	6/1/2027	\$46.73	\$11.60	\$8.55	\$6.60	\$0.00	\$73.48
	6/1/2028	\$48.73	\$12.00	\$8.70	\$7.20	\$0.00	\$76.63

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)**Effective Date: 6/1/2025**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.57	\$10.80	\$8.25	\$5.50	\$0.00	\$46.12
2	56.25	\$24.26	\$10.80	\$8.25	\$5.50	\$0.00	\$48.81
3	62.50	\$26.96	\$10.80	\$8.25	\$5.50	\$0.00	\$51.51
4	68.75	\$29.65	\$10.80	\$8.25	\$5.50	\$0.00	\$54.20
5	75.00	\$32.35	\$10.80	\$8.25	\$5.50	\$0.00	\$56.90
6	81.25	\$35.04	\$10.80	\$8.25	\$5.50	\$0.00	\$59.59
7	87.50	\$37.74	\$10.80	\$8.25	\$5.50	\$0.00	\$62.29
8	93.75	\$40.43	\$10.80	\$8.25	\$5.50	\$0.00	\$64.98

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)**Effective Date: 6/1/2026**

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.37	\$11.20	\$8.40	\$6.05	\$0.00	\$48.02
2	56.25	\$25.16	\$11.20	\$8.40	\$6.05	\$0.00	\$50.81
3	62.50	\$27.96	\$11.20	\$8.40	\$6.05	\$0.00	\$53.61
4	68.75	\$30.75	\$11.20	\$8.40	\$6.05	\$0.00	\$56.40
5	75.00	\$33.55	\$11.20	\$8.40	\$6.05	\$0.00	\$59.20
6	81.25	\$36.34	\$11.20	\$8.40	\$6.05	\$0.00	\$61.99
7	87.50	\$39.14	\$11.20	\$8.40	\$6.05	\$0.00	\$64.79
8	93.75	\$41.93	\$11.20	\$8.40	\$6.05	\$0.00	\$67.58

Apprentice to Journeyworker Ratio: 3:1

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
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

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"

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER)	9/17/2025	\$53.01	\$10.31	\$10.85	\$7.10	\$0.00	\$81.27
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$10.31	\$10.85	\$7.10	\$0.00	\$83.27
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.31	\$10.85	\$7.10	\$0.00	\$85.27
	3/17/2027	\$59.01	\$10.31	\$10.85	\$7.10	\$0.00	\$87.27
	9/17/2027	\$61.01	\$10.31	\$10.85	\$7.10	\$0.00	\$89.27
	3/17/2028	\$63.01	\$10.31	\$10.85	\$7.10	\$0.00	\$91.27
	9/17/2028	\$65.01	\$10.31	\$10.85	\$7.10	\$0.00	\$93.27
	3/17/2029	\$67.01	\$10.31	\$10.85	\$7.10	\$0.00	\$95.27

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

HVAC MECHANIC	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$10.35	\$10.85	\$7.10	\$0.00	\$83.31
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31

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

HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2025	\$35.98	\$9.90	\$9.25	\$6.60	\$0.00	\$61.73
LABORERS	12/1/2025	\$37.21	\$9.90	\$9.25	\$6.60	\$0.00	\$62.96
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$39.25	\$9.90	\$9.25	\$6.60	\$0.00	\$65.00
	12/1/2026	\$40.54	\$9.90	\$9.25	\$6.60	\$0.00	\$66.29

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

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.51	\$14.75	\$9.27	\$5.05	\$0.00	\$54.58
2	60.00	\$30.61	\$14.75	\$9.32	\$6.05	\$0.00	\$60.73
3	70.00	\$35.71	\$14.75	\$9.37	\$7.06	\$0.00	\$66.89
4	80.00	\$40.81	\$14.75	\$9.42	\$8.07	\$0.00	\$73.05
Apprentice to Journeyworker Ratio: 1:4							

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
6	90.00	\$36.59	\$8.25	\$12.70	\$10.00	\$0.00	\$67.54
Apprentice to Journeyworker Ratio: 1:4							

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							

LABORER	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							

Apprentice: LABORER							
Effective Date: 12/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$18.92	\$9.90	\$9.25	\$5.53	\$0.00	\$43.60
2	70.00	\$22.08	\$9.90	\$9.25	\$5.53	\$0.00	\$46.76
3	80.00	\$25.23	\$9.90	\$9.25	\$5.53	\$0.00	\$49.91
4	90.00	\$28.39	\$9.90	\$9.25	\$5.53	\$0.00	\$53.07
Apprentice to Journeyworker Ratio: 1:5							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY)	6/1/2025	\$35.23	\$9.90	\$9.25	\$6.60	\$0.00	\$60.98
LABORERS	12/1/2025	\$36.46	\$9.90	\$9.25	\$6.60	\$0.00	\$62.21
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.50	\$9.90	\$9.25	\$6.60	\$0.00	\$64.25
	12/1/2026	\$39.79	\$9.90	\$9.25	\$6.60	\$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	\$21.14	\$9.90	\$9.25	\$6.60	\$0.00	\$46.89
2	70.00	\$24.66	\$9.90	\$9.25	\$6.60	\$0.00	\$50.41
3	80.00	\$28.18	\$9.90	\$9.25	\$6.60	\$0.00	\$53.93
4	90.00	\$31.71	\$9.90	\$9.25	\$6.60	\$0.00	\$57.46

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$21.88	\$9.90	\$9.25	\$6.60	\$0.00	\$47.63
2	70.00	\$25.52	\$9.90	\$9.25	\$6.60	\$0.00	\$51.27
3	80.00	\$29.17	\$9.90	\$9.25	\$6.60	\$0.00	\$54.92
4	90.00	\$32.81	\$9.90	\$9.25	\$6.60	\$0.00	\$58.56

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
For apprentice rates see "Apprentice- LABORER"							

LABORER: CEMENT FINISHER TENDER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
For apprentice rates see "Apprentice- LABORER"							

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	6/1/2025	\$34.40	\$9.65	\$9.00	\$5.41	\$0.00	\$58.46
LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2025	\$35.63	\$9.65	\$9.00	\$5.41	\$0.00	\$59.69
	6/1/2026	\$37.67	\$9.65	\$9.00	\$5.41	\$0.00	\$61.73
	12/1/2026	\$38.96	\$9.65	\$9.00	\$5.41	\$0.00	\$63.02
	6/1/2027	\$40.26	\$9.65	\$9.00	\$5.41	\$0.00	\$64.32
	12/1/2027	\$41.56	\$9.65	\$9.00	\$5.41	\$0.00	\$65.62
	6/5/2028	\$42.91	\$9.65	\$9.00	\$5.41	\$0.00	\$66.97
	12/4/2028	\$44.26	\$9.65	\$9.00	\$5.41	\$0.00	\$68.32

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$33.54	\$9.90	\$9.25	\$5.53	\$0.00	\$58.22
For apprentice rates see "Apprentice- LABORER"							

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
LABORER: MULTI-TRADE TENDER	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER	12/1/2024	\$31.54	\$9.90	\$9.25	\$5.53	\$0.00	\$56.22
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
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	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
MARBLE & TILE FINISHERS	8/1/2025	\$45.56	\$11.49	\$15.10	\$5.68	\$0.00	\$77.83
BRICKLAYERS LOCAL 3	2/1/2026	\$46.64	\$11.49	\$15.10	\$5.68	\$0.00	\$78.91
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	8/1/2026	\$48.40	\$11.49	\$15.10	\$5.68	\$0.00	\$80.67
	2/1/2027	\$49.52	\$11.49	\$15.10	\$5.68	\$0.00	\$81.79

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 8/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.78	\$11.49	\$15.10	\$5.68	\$0.00	\$55.05
2	60.00	\$27.34	\$11.49	\$15.10	\$5.68	\$0.00	\$59.61
3	70.00	\$31.89	\$11.49	\$15.10	\$5.68	\$0.00	\$64.16
4	80.00	\$36.45	\$11.49	\$15.10	\$5.68	\$0.00	\$68.72
5	90.00	\$41.00	\$11.49	\$15.10	\$5.68	\$0.00	\$73.27

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.32	\$11.49	\$15.10	\$5.68	\$0.00	\$55.59
2	60.00	\$27.98	\$11.49	\$15.10	\$5.68	\$0.00	\$60.25

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	\$32.65	\$11.49	\$15.10	\$5.68	\$0.00	\$64.92
4	80.00	\$37.31	\$11.49	\$15.10	\$5.68	\$0.00	\$69.58
5	90.00	\$41.98	\$11.49	\$15.10	\$5.68	\$0.00	\$74.25
Apprentice to Journeyworker Ratio: 1:5							
MECH. SWEEPER OPERATOR (ON CONST. SITES) 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"							
MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 3)	1/6/2025	\$43.42	\$10.08	\$11.47	\$9.75	\$0.00	\$74.72
MILLWRIGHTS LOCAL 1121	1/5/2026	\$45.70	\$10.08	\$11.47	\$9.75	\$0.00	\$77.00
MILLWRIGHTS LOCAL 1121 - Zone 3							
Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/6/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$23.88	\$10.08	\$0.00	\$5.36	\$0.00	\$39.32
2	65.00	\$28.22	\$10.08	\$0.00	\$6.34	\$0.00	\$44.64
3	75.00	\$32.57	\$10.08	\$11.47	\$7.31	\$0.00	\$61.43
4	85.00	\$36.91	\$10.08	\$11.47	\$8.29	\$0.00	\$66.75
Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.14	\$10.08	\$0.00	\$5.36	\$0.00	\$40.58
2	65.00	\$29.71	\$10.08	\$0.00	\$6.34	\$0.00	\$46.13
3	75.00	\$34.28	\$10.08	\$11.47	\$7.31	\$0.00	\$63.14
4	85.00	\$38.85	\$10.08	\$11.47	\$8.29	\$0.00	\$68.69
Apprentice Notes							
Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
Apprentice to Journeyworker Ratio: 1:4							
MORTAR MIXER	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
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)	7/1/2025	\$58.51	\$10.30	\$11.95	\$12.50	\$0.00	\$93.26
PAINTERS LOCAL 35	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.26	\$10.30	\$0.00	\$0.00	\$0.00	\$39.56
2	55.00	\$32.18	\$10.30	\$0.00	\$6.88	\$0.00	\$49.36
3	60.00	\$35.11	\$10.30	\$0.00	\$7.50	\$0.00	\$52.91
4	65.00	\$38.03	\$10.30	\$0.00	\$8.13	\$0.00	\$56.46
5	70.00	\$40.96	\$10.30	\$11.95	\$8.75	\$0.00	\$71.96
6	75.00	\$43.88	\$10.30	\$11.95	\$9.38	\$0.00	\$75.51
7	80.00	\$46.81	\$10.30	\$11.95	\$10.00	\$0.00	\$79.06
8	90.00	\$52.66	\$10.30	\$11.95	\$11.25	\$0.00	\$86.16

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	7/1/2025	\$41.13	\$10.30	\$11.95	\$8.25	\$0.00	\$71.63
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	1/1/2026	\$42.03	\$10.35	\$12.00	\$8.35	\$0.00	\$72.73
PAINTERS LOCAL 35							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.57	\$10.30	\$0.00	\$0.00	\$0.00	\$30.87
2	55.00	\$22.62	\$10.30	\$0.00	\$4.54	\$0.00	\$37.46
3	60.00	\$24.68	\$10.30	\$0.00	\$4.95	\$0.00	\$39.93
4	65.00	\$26.73	\$10.30	\$0.00	\$5.36	\$0.00	\$42.39
5	70.00	\$28.79	\$10.30	\$11.95	\$5.78	\$0.00	\$56.82
6	75.00	\$30.85	\$10.30	\$11.95	\$6.19	\$0.00	\$59.29
7	80.00	\$32.90	\$10.30	\$11.95	\$6.60	\$0.00	\$61.75
8	90.00	\$37.02	\$10.30	\$11.95	\$7.43	\$0.00	\$66.70

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.02	\$10.35	\$0.00	\$0.00	\$0.00	\$31.37
2	55.00	\$23.12	\$10.35	\$0.00	\$4.59	\$0.00	\$38.06
3	60.00	\$25.22	\$10.35	\$0.00	\$5.01	\$0.00	\$40.58
4	65.00	\$27.32	\$10.35	\$0.00	\$5.43	\$0.00	\$43.10
5	70.00	\$29.42	\$10.35	\$12.00	\$5.85	\$0.00	\$57.62
6	75.00	\$31.52	\$10.35	\$12.00	\$6.26	\$0.00	\$60.13
7	80.00	\$33.62	\$10.35	\$12.00	\$6.68	\$0.00	\$62.65
8	90.00	\$37.83	\$10.35	\$12.00	\$7.52	\$0.00	\$67.70

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	7/1/2025	\$38.45	\$10.30	\$11.95	\$8.25	\$0.00	\$68.95
PAINTERS LOCAL 35	1/1/2026	\$39.35	\$10.35	\$12.00	\$8.35	\$0.00	\$70.05
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.23	\$10.30	\$0.00	\$0.00	\$0.00	\$29.53
2	55.00	\$21.15	\$10.30	\$0.00	\$4.54	\$0.00	\$35.99
3	60.00	\$23.07	\$10.30	\$0.00	\$4.95	\$0.00	\$38.32
4	65.00	\$24.99	\$10.30	\$0.00	\$5.36	\$0.00	\$40.65
5	70.00	\$26.92	\$10.30	\$11.95	\$5.78	\$0.00	\$54.95
6	75.00	\$28.84	\$10.30	\$11.95	\$6.19	\$0.00	\$57.28
7	80.00	\$30.76	\$10.30	\$11.95	\$6.60	\$0.00	\$59.61
8	90.00	\$34.61	\$10.30	\$11.95	\$7.43	\$0.00	\$64.29

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.68	\$10.35	\$0.00	\$0.00	\$0.00	\$30.03
2	55.00	\$21.64	\$10.35	\$0.00	\$4.59	\$0.00	\$36.58
3	60.00	\$23.61	\$10.35	\$0.00	\$5.01	\$0.00	\$38.97
4	65.00	\$25.58	\$10.35	\$0.00	\$5.43	\$0.00	\$41.36
5	70.00	\$27.55	\$10.35	\$12.00	\$5.85	\$0.00	\$55.75
6	75.00	\$29.51	\$10.35	\$12.00	\$6.26	\$0.00	\$58.12
7	80.00	\$31.48	\$10.35	\$12.00	\$6.68	\$0.00	\$60.51
8	90.00	\$35.42	\$10.35	\$12.00	\$7.52	\$0.00	\$65.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	7/1/2025	\$39.73	\$10.30	\$11.95	\$8.25	\$0.00	\$70.23
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	1/1/2026	\$40.63	\$10.35	\$12.00	\$8.35	\$0.00	\$71.33
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.87	\$10.30	\$0.00	\$0.00	\$0.00	\$30.17
2	55.00	\$21.85	\$10.30	\$0.00	\$4.54	\$0.00	\$36.69
3	60.00	\$23.84	\$10.30	\$0.00	\$4.95	\$0.00	\$39.09
4	65.00	\$25.82	\$10.30	\$0.00	\$5.36	\$0.00	\$41.48
5	70.00	\$27.81	\$10.30	\$11.95	\$5.78	\$0.00	\$55.84
6	75.00	\$29.80	\$10.30	\$11.95	\$6.19	\$0.00	\$58.24
7	80.00	\$31.78	\$10.30	\$11.95	\$6.60	\$0.00	\$60.63
8	90.00	\$35.76	\$10.30	\$11.95	\$7.43	\$0.00	\$65.44

Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.32	\$10.35	\$0.00	\$0.00	\$0.00	\$30.67
2	55.00	\$22.35	\$10.35	\$0.00	\$4.59	\$0.00	\$37.29
3	60.00	\$24.38	\$10.35	\$0.00	\$5.01	\$0.00	\$39.74
4	65.00	\$26.41	\$10.35	\$0.00	\$5.43	\$0.00	\$42.19
5	70.00	\$28.44	\$10.35	\$12.00	\$5.85	\$0.00	\$56.64
6	75.00	\$30.47	\$10.35	\$12.00	\$6.26	\$0.00	\$59.08
7	80.00	\$32.50	\$10.35	\$12.00	\$6.68	\$0.00	\$61.53
8	90.00	\$36.57	\$10.35	\$12.00	\$7.52	\$0.00	\$66.44

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:1							
PAINTER / TAPER (BRUSH, REPAINT)	7/1/2025	\$37.05	\$10.30	\$11.95	\$8.25	\$0.00	\$67.55
PAINTERS LOCAL 35	1/1/2026	\$37.95	\$10.35	\$12.00	\$8.35	\$0.00	\$68.65
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.53	\$10.30	\$0.00	\$0.00	\$0.00	\$28.83
2	55.00	\$20.38	\$10.30	\$0.00	\$4.54	\$0.00	\$35.22
3	60.00	\$22.23	\$10.30	\$0.00	\$4.95	\$0.00	\$37.48
4	65.00	\$24.08	\$10.30	\$0.00	\$5.36	\$0.00	\$39.74
5	70.00	\$25.94	\$10.30	\$11.95	\$5.78	\$0.00	\$53.97
6	75.00	\$27.79	\$10.30	\$11.95	\$6.19	\$0.00	\$56.23
7	80.00	\$29.64	\$10.30	\$11.95	\$6.60	\$0.00	\$58.49
8	90.00	\$33.35	\$10.30	\$11.95	\$7.43	\$0.00	\$63.03

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.98	\$10.35	\$0.00	\$0.00	\$0.00	\$29.33
2	55.00	\$20.87	\$10.35	\$0.00	\$4.59	\$0.00	\$35.81
3	60.00	\$22.77	\$10.35	\$0.00	\$5.01	\$0.00	\$38.13
4	65.00	\$24.67	\$10.35	\$0.00	\$5.43	\$0.00	\$40.45
5	70.00	\$26.57	\$10.35	\$12.00	\$5.85	\$0.00	\$54.77
6	75.00	\$28.46	\$10.35	\$12.00	\$6.26	\$0.00	\$57.07
7	80.00	\$30.36	\$10.35	\$12.00	\$6.68	\$0.00	\$59.39
8	90.00	\$34.16	\$10.35	\$12.00	\$7.52	\$0.00	\$64.03

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	6/1/2025	\$35.23	\$9.90	\$9.25	\$6.60	\$0.00	\$60.98
LABORERS	12/1/2025	\$36.46	\$9.90	\$9.25	\$6.60	\$0.00	\$62.21
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.50	\$9.90	\$9.25	\$6.60	\$0.00	\$64.25
	12/1/2026	\$39.79	\$9.90	\$9.25	\$6.60	\$0.00	\$65.54

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

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	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DECK)							
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

Apprentice to Journeyworker Ratio: 1:5

PIPELAYER LABORERS LABORERS - ZONE 4 (BUILDING & SITE)	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER & PIPEFITTER	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$10.35	\$10.85	\$7.10	\$0.00	\$83.31
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31

Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 9/17/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.85	\$10.35	\$10.85	\$0.00	\$0.00	\$45.05
2	50.00	\$26.51	\$10.35	\$10.85	\$0.00	\$0.00	\$47.71
3	55.00	\$29.16	\$10.35	\$10.85	\$0.00	\$0.00	\$50.36
4	60.00	\$31.81	\$10.35	\$10.85	\$0.00	\$0.00	\$53.01
5	65.00	\$34.46	\$10.35	\$10.85	\$0.00	\$0.00	\$55.66

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 9/17/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	70.00	\$37.11	\$10.35	\$10.85	\$0.00	\$0.00	\$58.31
7	75.00	\$39.76	\$10.35	\$10.85	\$0.00	\$0.00	\$60.96
8	80.00	\$42.41	\$10.35	\$10.85	\$0.00	\$0.00	\$63.61
9	85.00	\$45.06	\$10.35	\$10.85	\$7.10	\$0.00	\$73.36
10	85.00	\$45.06	\$10.35	\$10.85	\$7.10	\$0.00	\$73.36
Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 3/17/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.75	\$10.35	\$10.85	\$0.00	\$0.00	\$45.95
2	50.00	\$27.51	\$10.35	\$10.85	\$0.00	\$0.00	\$48.71
3	55.00	\$30.26	\$10.35	\$10.85	\$0.00	\$0.00	\$51.46
4	60.00	\$33.01	\$10.35	\$10.85	\$0.00	\$0.00	\$54.21
5	65.00	\$35.76	\$10.35	\$10.85	\$0.00	\$0.00	\$56.96
6	70.00	\$38.51	\$10.35	\$10.85	\$0.00	\$0.00	\$59.71
7	75.00	\$41.26	\$10.35	\$10.85	\$0.00	\$0.00	\$62.46
8	80.00	\$44.01	\$10.35	\$10.85	\$0.00	\$0.00	\$65.21
9	85.00	\$46.76	\$10.35	\$10.85	\$7.10	\$0.00	\$75.06
10	85.00	\$46.76	\$10.35	\$10.85	\$7.10	\$0.00	\$75.06
Apprentice Notes							
**1:1,2:5,3:9,4:12							
Apprentice to Journeyworker Ratio: 1:1							
PNEUMATIC CONTROLS (TEMP.)	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$0.00	\$10.85	\$7.10	\$0.00	\$72.96
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	12/1/2024	\$32.54	\$9.90	\$9.25	\$5.53	\$0.00	\$57.22
LABORERS							

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 4 (BUILDING & SITE)							
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	6/1/2025	\$36.23	\$9.90	\$9.25	\$6.19	\$0.00	\$61.57
LABORERS	12/1/2025	\$37.46	\$9.90	\$9.25	\$6.19	\$0.00	\$62.80
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	6/1/2026	\$39.50	\$9.90	\$9.25	\$6.19	\$0.00	\$64.84
	12/1/2026	\$40.79	\$9.90	\$9.25	\$6.19	\$0.00	\$66.13
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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"							
PUMP OPERATOR (DEWATERING, OTHER)	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"							
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	12/1/2024	\$31.79	\$9.90	\$9.25	\$5.53	\$0.00	\$56.47
LABORERS							
LABORERS - ZONE 4 (BUILDING & SITE)							
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)	10/2/2025	\$44.88	\$10.35	\$8.70	\$9.30	\$0.00	\$73.23
ROOFERS LOCAL 248	7/16/2026	\$46.88	\$10.35	\$8.70	\$9.30	\$0.00	\$75.23
ROOFERS LOCAL 248							
For apprentice rates see "Apprentice- ROOFER"							
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing)	10/2/2025	\$44.38	\$10.35	\$8.70	\$9.30	\$0.00	\$72.73
ROOFERS LOCAL 248	7/16/2026	\$46.38	\$10.35	\$8.70	\$9.30	\$0.00	\$74.73
ROOFERS LOCAL 248							
ROOFER SLATE / TILE / PRECAST CONCRETE	10/2/2025	\$44.88	\$10.35	\$8.70	\$9.30	\$0.00	\$73.23
ROOFERS LOCAL 248	7/16/2026	\$46.88	\$10.35	\$8.70	\$9.30	\$0.00	\$75.23
ROOFERS LOCAL 248							
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							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-PROPELLED POWER BROOM 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"							
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

Apprentice: SHEETMETAL WORKER							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89
6	70.00	\$30.44	\$9.06	\$9.91	\$0.00	\$1.39	\$50.80
7	75.00	\$32.61	\$9.71	\$9.91	\$0.00	\$1.47	\$53.70
8	80.00	\$34.78	\$10.35	\$9.91	\$8.72	\$1.78	\$65.54
9	85.00	\$36.96	\$11.00	\$9.91	\$8.72	\$1.86	\$68.45
10	90.00	\$39.13	\$11.65	\$9.91	\$8.72	\$1.94	\$71.35

Apprentice: SHEETMETAL WORKER							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82

Apprentice to Journeyworker Ratio: 1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS 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

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
SPRINKLER FITTER	10/1/2025	\$53.25	\$12.40	\$7.40	\$9.41	\$0.00	\$82.46
SPRINKLER FITTERS LOCAL 669	1/1/2026	\$53.25	\$13.60	\$7.45	\$9.41	\$0.00	\$83.71
SPRINKLER FITTERS LOCAL 669	4/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	7/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	10/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	1/1/2027	\$56.54	\$14.55	\$7.50	\$9.41	\$0.00	\$88.00
	4/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	7/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	10/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	1/1/2028	\$59.83	\$15.50	\$7.55	\$9.41	\$0.00	\$92.29

Apprentice: SPRINKLER FITTER

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	\$26.94	\$12.40	\$0.00	\$0.00	\$0.00	\$39.34
2	48.00	\$30.08	\$12.40	\$0.00	\$0.00	\$0.00	\$42.48
3	52.00	\$32.58	\$12.40	\$7.40	\$1.15	\$0.00	\$53.53
4	56.00	\$35.09	\$12.40	\$7.40	\$1.15	\$0.00	\$56.04
5	59.00	\$36.97	\$12.40	\$7.40	\$1.40	\$0.00	\$58.17
6	64.00	\$40.10	\$12.40	\$7.40	\$1.40	\$0.00	\$61.30
7	68.00	\$42.61	\$12.40	\$7.40	\$1.40	\$0.00	\$63.81
8	72.00	\$45.12	\$12.40	\$7.40	\$1.40	\$0.00	\$66.32
9	76.00	\$47.62	\$12.40	\$7.40	\$1.40	\$0.00	\$68.82
10	80.00	\$50.13	\$12.40	\$7.40	\$1.40	\$0.00	\$71.33

Apprentice: SPRINKLER FITTER

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	\$26.94	\$9.64	\$0.00	\$0.00	\$0.00	\$36.58
2	48.00	\$30.08	\$9.64	\$0.00	\$0.00	\$0.00	\$39.72
3	52.00	\$32.58	\$13.60	\$7.45	\$1.15	\$0.00	\$54.78
4	56.00	\$35.09	\$13.60	\$7.45	\$1.15	\$0.00	\$57.29
5	59.00	\$36.97	\$13.60	\$7.45	\$1.40	\$0.00	\$59.42

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	64.00	\$40.10	\$13.60	\$7.45	\$1.40	\$0.00	\$62.55
7	68.00	\$42.61	\$13.60	\$7.45	\$1.40	\$0.00	\$65.06
8	72.00	\$45.12	\$13.60	\$7.45	\$1.40	\$0.00	\$67.57
9	76.00	\$47.62	\$13.60	\$7.45	\$1.40	\$0.00	\$70.07
10	80.00	\$50.13	\$13.60	\$7.45	\$1.40	\$0.00	\$72.58
Apprentice to Journeyworker Ratio: 1:1							
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	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
Apprentice to Journeyworker Ratio: 1:1							
TERRAZZO FINISHERS	8/1/2025	\$66.89	\$11.49	\$15.57	\$8.02	\$0.00	\$101.97
BRICKLAYERS LOCAL 3	2/10/2026	\$68.24	\$11.49	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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
Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/10/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.12	\$11.49	\$15.57	\$8.02	\$0.00	\$69.20
2	60.00	\$40.94	\$11.49	\$15.57	\$8.02	\$0.00	\$76.02
3	70.00	\$47.77	\$11.49	\$15.57	\$8.02	\$0.00	\$82.85
4	80.00	\$54.59	\$11.49	\$15.57	\$8.02	\$0.00	\$89.67
5	90.00	\$61.42	\$11.49	\$15.57	\$8.02	\$0.00	\$96.50
Apprentice to Journeyworker Ratio: 1:5							
TERRAZZO MECHANIC	8/1/2025	\$67.97	\$11.49	\$15.57	\$7.99	\$0.00	\$103.02
BRICKLAYERS LOCAL 3	2/1/2026	\$69.32	\$11.49	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	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: 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
Apprentice: TERRAZZO MECHANIC							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.66	\$11.49	\$15.57	\$7.99	\$0.00	\$69.71
2	60.00	\$41.59	\$11.49	\$15.57	\$7.99	\$0.00	\$76.64
3	70.00	\$48.52	\$11.49	\$15.57	\$7.99	\$0.00	\$83.57

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																								
Apprentice: TERRAZZO MECHANIC Effective Date: 2/1/2026 <table><thead><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></thead><tbody><tr><td>4</td><td>80.00</td><td>\$55.46</td><td>\$11.49</td><td>\$15.57</td><td>\$7.99</td><td>\$0.00</td><td>\$90.51</td></tr><tr><td>5</td><td>90.00</td><td>\$62.39</td><td>\$11.49</td><td>\$15.57</td><td>\$7.99</td><td>\$0.00</td><td>\$97.44</td></tr></tbody></table>								Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate	4	80.00	\$55.46	\$11.49	\$15.57	\$7.99	\$0.00	\$90.51	5	90.00	\$62.39	\$11.49	\$15.57	\$7.99	\$0.00	\$97.44
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate																								
4	80.00	\$55.46	\$11.49	\$15.57	\$7.99	\$0.00	\$90.51																								
5	90.00	\$62.39	\$11.49	\$15.57	\$7.99	\$0.00	\$97.44																								
Apprentice to Journeyworker Ratio: 1:5																															
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"																															
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"																															
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"																															
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"																															
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																								
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"																															
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																								
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"																															

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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR LABORERS	6/1/2025	\$52.00	\$9.90	\$9.25	\$10.25	\$0.00	\$81.40
LABORERS (FREE AIR TUNNEL)	12/1/2025	\$53.50	\$9.90	\$9.25	\$10.25	\$0.00	\$82.90
	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"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2025	\$54.00	\$9.90	\$9.25	\$10.25	\$0.00	\$83.40
LABORERS (FREE AIR TUNNEL)	12/1/2025	\$55.50	\$9.90	\$9.25	\$10.25	\$0.00	\$84.90
	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"							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10	6/1/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$0.00	\$76.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$0.00	\$78.59
	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
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS	6/1/2025	\$35.48	\$9.90	\$9.25	\$6.60	\$0.00	\$61.23
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/1/2025	\$36.71	\$9.90	\$9.25	\$6.60	\$0.00	\$62.46
	6/1/2026	\$38.75	\$9.90	\$9.25	\$6.60	\$0.00	\$64.50
	12/1/2026	\$40.04	\$9.90	\$9.25	\$6.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WATER METER INSTALLER PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2025	\$53.01	\$10.35	\$10.85	\$7.10	\$0.00	\$81.31
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2026	\$55.01	\$10.35	\$10.85	\$7.10	\$0.00	\$83.31
	9/17/2026	\$57.01	\$10.35	\$10.85	\$7.10	\$0.00	\$85.31
	3/17/2027	\$59.01	\$10.35	\$10.85	\$7.10	\$0.00	\$87.31
	9/17/2027	\$61.01	\$10.35	\$10.85	\$7.10	\$0.00	\$89.31
	3/17/2028	\$63.01	\$10.35	\$10.85	\$7.10	\$0.00	\$91.31
	9/17/2028	\$65.01	\$10.35	\$10.85	\$7.10	\$0.00	\$93.31
	3/17/2029	\$67.01	\$10.35	\$10.85	\$7.10	\$0.00	\$95.31
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Last Modified: 10/23/2025 at 10:00AM EDT

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.

Last Modified: 10/23/2025 at 10:00AM EDT

PLEASE NOTE

Current federal regulations require that any wage rates published on the day of the bid opening shall be used for the project. Weston & Sampson Engineers, Inc. will check wage rates 10 days prior to the bid opening, and if there have been any changes, will notify all those who have picked up bid packages by addendum. To check wages rates online —

<http://www.access.gpo.gov/davisbacon/>

**SECTION 3 RESIDENTS
AND
SECTION 3 BUSINESSES
COMPLIANCE PLAN
For the Improvements of**

Replacement of Chapel Road Culvert over Chickley River

By

CONTRACTORS or SUBCONTRACTOR'S NAME AND ADDRESS

_____ the "General Contractor," views the policy requirements of the Department of Housing and Urban Development (HUD) set forth in Section 3 of the Housing and Urban Development Act of 1968 as amended, as requirement, which will be met as outlined in this plan.

1. Policy

Section 3 states that each grantee, sub-grantee, contractor or sub-contractor undertaking work funded in whole or in part with Community Development Block Grant program funds shall ensure to the greatest extent feasible that:

- a. Opportunities for training and employment be given to lower income residents of the project area; and,
- b. Contracts for work to be performed are awarded to business concerns located within the project area owned in substantial part by project area residents.

2. Definitions

- a. The Section 3 project area means the Franklin County, MA (part) HUD Metro FMR area.
- b. A Section 3 "low income" person means any person(s) residing in the project area that have a gross household income of less than:

Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Maximum Income Per Household (Low Income Limit)	\$44,750	\$51,150	\$57,550	\$63,900	\$69,050	\$74,150	\$79,250	\$84,350

- c. An eligible Section 3 business means any business that is 51% or more owned by an income eligible project area resident, or whose permanent full-time workforce includes no less than 30% project area residents, or that sub-contract in excess of 25% of the total amount of sub-contracts to project area businesses.

3. Preliminary State of Workforce Needs

The contractor does not anticipate additional hiring or the enrollment of trainees or apprentices as a result of work to be performed under this contract. Therefore, no goal has been established for the employment or training of lower income project area residents. The overall goal of Section 3 compliance for the community is 9% of the CDBG dollar contribution or \$16,000, whichever is less. In the event that employment of regular, permanent employees or enrollment of trainees or apprentices becomes necessary, the Contractor pledges that it will make a good faith effort to utilize eligible Section 3 residents or firms.

4. Affirmative Action Plan for Utilization of Section 3 Businesses

The contractor pledges that it will make a good faith effort to the greatest extent feasible to utilize Section 3 businesses and subcontractors under this contract.

This good faith effort will include:

- a. The direct notification of eligible Section 3 businesses that a contract will be awarded and the provision of the information necessary to allow them maximum feasible opportunity to develop and submit responsive bids;
- b. The inclusion in bid specifications of the Section 3 project area definition and income limits for qualification as a lower income person;
- c. Requiring the bidders to submit their own Section 3 plans. Failure to submit a Section 3 plan would result in rejection of the bidder as not being responsive.
- d. Notification and documentation to the CDBG grant administrator that the following steps are taken for any job opportunities. Notification is made to the attached mailing list.

The contractor further agrees whenever possible to purchase materials necessary for performance of the work under this contract from eligible Section 3 businesses.

5. Record Keeping and Reporting

The contractor agrees to maintain data on employment, contracting, and purchase of materials in sufficient detail as to allow accurate preparation of Section 3 compliance reports.

The contractor agrees to submit to the grantee each month Section 3 compliance reports (attached) for employment of lower income residents and for utilization of businesses.

Assurance of Compliance (Section 3, HUD Act of 1968) TRAINING, EMPLOYMENT
AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME
PERSONS

- A. The work to be done under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 2, shall, to the greatest extent feasible, be directed to low income persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining
- D. The contractor agrees to include this Section 3 clause in every agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job title subject to hire, availability of apprenticeships and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin. subcontract for compliance with regulations in 24 CFR part 135, after the contractor is selected but before the contract is executed, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled with persons other than those to whom the regulations of 24 CFR part 135 require employment

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Non compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Executed by:

Name: _____

Title: _____

Company: .

Address:

Signature _____

Date _____

FORM OF SUB CONTRACT

THIS AGREEMENT made this _____ day of _____, 2025, by and

between _____

a _____ corporation / a partnership / an individual
(state) (strike out any inapplicable terms)

doing business as _____ hereinafter

called the Contractor and _____

a _____ corporation / a partnership / an individual
(state) (strike out any inapplicable terms)

doing business as _____ hereinafter

called the Subcontractor.

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the specifications for _____ and the plans referred to therein and Addenda No(s). (_____) for _____ (project name) as prepared by _____ (architect). for the sum of _____ dollars (\$ _____), and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates **(and other items set forth in the sub-bid)**: Alternates No(s). __, __, __, __, __,

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore-described plans; specifications **(including all general conditions stated therein)** and Addenda No(s). __, __, __, __, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Town of _____ hereinafter called the "Owner", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Owner by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Owner.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in the subcontract; and in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in the subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.
3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public

liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
5. 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 section 44A.
6. This agreement is contingent upon the execution of the general contract between the Contractor and the Town of Shelburne for the complete work.
7. The Project is funded by a federal grant. This requires that the higher of the State and Federal wage rates must be paid.

The Project is funded by a federally funded grant program (Community Development Block Grant). This requires that Federal labor regulations be followed and that the higher of the State and Federal prevailing wage rates must be paid. See Construction Contract for the FEDERAL LABOR STANDARDS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above-written.

SEAL

ATTEST _____

Name of Subcontractor

By: _____
Signature

SEAL

ATTEST _____

Name of Contractor

By: _____
Signature

Davis-Bacon and Related Acts Weekly Certified Payroll Form
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Unless otherwise noted, the information requested is specific to the named project below.
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)							(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)	
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH- HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
							ST																		
							OT																		
							ST																		
							OT																		
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

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

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME										
PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL'S NAME AND TITLE											
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:													
☐	The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.												
☐	All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.												
☐	The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.												
☐	Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.												
APPRENTICESHIP PROGRAM NAME		REGISTERED	NAME OF LABOR CLASSIFICATION										
		☐ OA ☐ SAA											
		☐ OA ☐ SAA											
		☐ OA ☐ SAA											
☐	Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.												
HOURLY CREDIT FOR FRINGE BENEFITS													
<i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i>													
NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
☐	All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.												
ADDITIONAL REMARKS													
SIGNATURE OF CERTIFYING OFFICIAL						DATE		TELEPHONE NUMBER			EMAIL ADDRESS		
								() -					
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.													

SECTION 00830.D

CHANGE ORDERS

Policy:

This section supplements Article 12, Change of Contract Price, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment. See Article 11 in the Supplementary

Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided

in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

Liability insurance:	Bodily injury; excess umbrella; property damage; public liability
----------------------	---

Blasters insurance:	If applied to any required direct labor costs
---------------------	---

Builders risk insurance:	If applied to any required direct labor costs
--------------------------	---

Experience modification insurance:	If applied to any required direct labor costs
------------------------------------	---

Surcharges:	If applied to any required direct labor costs
-------------	---

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current EquipmentWatch, division of Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:
 - a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;

b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).

7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

CHANGE ORDER
(Enter Project Name)
(Enter Location)

Sheet __ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Change Order (Continued)
(Enter Project Name)
(Enter Location)

Sheet ___ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ____ calendar days.

The extended completion date is _____
_____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, Accountant, Treasurer) Date

Do not write below this space: this space reserved for STATE AGENCY APPROVAL

Appendix B
Example Calculation Sheet

1. Labor

Foreman	10 hours @	\$10.00/hour	\$100.00
Engineer	10 hours @	8.80/hour	85.00
Operator	10 hours @	9.50/hour	95.00
Laborers	24 hours @	7.00/hour	<u>168.00</u>
			\$448.00

2. Direct Labor Cost (use the agreed upon Direct Labor Cost)

*(30)% of \$448.

*(used for example purposes only) \$ 134.00

3. Materials & Freight

150 l.f. of 12" pipe @ \$2.00/l.f.	\$ 300.00
15 v.f. precast SMH	1,700.00
Freight (slip# ___ enclosed)	<u>25.00</u>
	\$2,025.00

4. Equipment

1 Backhoe	10 hours @	\$ 80.00/hour	\$ 800.00
1 Truck-crane	10 hours @	100.00/hour	<u>1000.00</u>
			\$1800.00

TOTAL (items 1 through 4): \$4,407.00

5. (20%) markup for Overhead, Profit

(20%) of \$4,407 \$ 881.00

6. (7½ %) markup on subcontractor's cost for general contractor (if subcontractor is involved)

(7½ %) of \$4,407 \$ 331.00

7. Credits (deductibles) -\$323.00

TOTAL COST: \$5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports.

END OF SECTION

SECTION 00830.E

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

NOTICE - These are **NOT** the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking an official edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed through February 28, 2014. For laws enacted since that time, see the 2014 Session Laws.

Certain excerpts from the Massachusetts General Laws are applicable to Construction contracts. Attention is directed to the following Sections of Chapter 149 as amended.

Section 25. Lodging, board and trade of public employees; statute part of employment contract.

"Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. Public works; preference to veterans and citizens; wages.

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4, and who are qualified to perform the work to which the employment relates; and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..."

Section 34. Public contracts; stipulation as to hours and days of work; void contracts.

"Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one-day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one-day, except as aforesaid..."

Section 34A. Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. Contracts for public works; wages for reserve police officer.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town."

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. Filing of bids; forms; modular buildings. Second paragraph of subdivision (2), clause E.

"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 section 44A."

For projects estimated to cost more than \$20,000, the following provision applies to sub-bidders:

Section 44F. Plans and specifications; sub-bids; form; contents. First paragraph of clause I of subdivision (2) of section 44F.

“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 of subcontracts subject to section 44F.”

Section 44G. Allowances; alternates; weather protection devices.

“(A) “Allowance” as used herein means a sum of money covering one or more items of labor or labor and materials which is designated in bid documents and which general bidders are required to use in computing their bids. The use of such allowances shall be prohibited in the award of any contract subject to the provisions of section forty-four A. Whenever the designer is unable to supply specifications for any item prior to the solicitation of bids, such item shall not be included in any contract subject to the provisions of section forty-four A. The awarding authority shall solicit bids for every such item separately pursuant to the provisions of section forty-four A after specifications for that item are prepared.

(B) Every alternate contained in the form for general bids shall be listed in a numerical sequence in order of priority. When the awarding authority decides to consider alternates in determining the lowest eligible and responsible bidder, the awarding authority shall consider the alternates in descending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to or subtracted from the base bid price.

(C) The use of options other than alternates in bid documents or bid forms subject to section forty-four A shall be prohibited under all circumstances.

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.”

Section 44J. Invitations to bid; notice; contents; violations; penalty.

“(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter

twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specification of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any office of honor, trust or profit under the commonwealth or under any county, district of municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority

subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 38A. Price adjustment clause in contracts for road, bridge, water and sewer projects awarded under Sec. 39M

"Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent."

Section 39F. Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit; reduction of disputed amounts.

"(1) Every contract awarded pursuant to sections forty-four A to L inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(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 (a) and (b), 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 demand 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 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 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 deductions 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 (e) 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 (f) 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 (f), 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 (a) 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 (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) 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 (f) of paragraph (1) 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 (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives 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 (a) 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 forty-four A to forty-four H, 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 deposited as provided in subparagraph (f) of paragraph 1 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 (f) of paragraph 1 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 (e) and in subparagraph (f) of paragraph (1).

(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 (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction."

Section 39G. Completion of public works; semi-final and final estimates; payments; extra work; disputed items.

"Upon substantial completion of the work required by a contract with the commonwealth, 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 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 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 on that work, including the quantity, price and all but one percent retainage for the 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 payment 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 therefor, 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 so 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 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. 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 its 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."

Section 39I. Deviations from plans and specifications.

"Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both."

Section 39J. Public construction contracts; effect of decisions of contracting body or administrative board.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district,

board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law.”

Section 39K. Public building construction contracts; payments.

"Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (thirty 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 a 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 changes 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 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 a column listing the amount paid to each subcontractor and sub-subcontractor as of the date 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 based on the 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 terminations 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."

Section 39L. Public construction work by foreign corporations; restrictions and reports.

“The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, request proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.”

Section 39M. Contracts for construction and materials; manner of awarding.

"(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

For projects estimated to cost more than \$10,000, the following provision, section 39M subsection c, applies:

“(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, 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; (3) who shall certify 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; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable."

Section 39N. Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions.

"Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

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."

Section 39O. Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim.

"Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.”

Section 39P. Contracts for construction and materials; awarding authority’s decisions on interpretation of specifications, etc.; time limit; notice.

"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."

Section 39Q. Contracts for capital facility construction; contents; annual claims report.

“(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(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 therefor, 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 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, 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.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of

all parties to each such claim; a brief description of the claim: the date of submission and of disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document.”

Section 39R. Definitions; contract provisions; management and financial statements; enforcement.

“(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit," when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing

of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) Until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) If the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) If the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) If the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and subsidiaries reasonably assures that:

(1) Transactions are executed in accordance with management's general and specific authorization;

(2) Transactions are recorded as necessary:

i. To permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. To maintain accountability for assets;

(3) Access to assets is permitted only in accordance with management's general or specific authorization; and

(4) The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he/she has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(1) Whether the representations of management in response to this paragraph, and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner for capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section

shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).”

Section 39S. Contracts for construction; requirements.

“(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(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.”

Section 40. Discharge or release of bonds.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and

provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

Attention is directed to the following sections of Chapter 82 of the General Laws of Massachusetts as amended to date.

Section 40. Definitions.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"Company", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"Description of excavation location", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"Emergency", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"Excavation", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures, excluding excavation by tools manipulated only by human power for gardening purposes and use of blasting for quarrying purposes.

"Excavator", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"Premark", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on nonpaved surfaces. No premarking shall be acceptable if such marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Premarking shall not be required of any continuous excavation that is over 500 feet in length.

"Safety zone", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"Standard color-coded markings", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white - premark of proposed excavation.

"System", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. Excavations; notice.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has premarked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be premarked. The excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged."

Section 40B. Designation of location of underground facilities.

"Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator shall identify for the company that portion of the excavation which is to be first made and the company shall

designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible.”

Section 40C. Excavator’s responsibility to maintain designation markings; damage caused by excavator.

“After a company has designated the location of its facilities at the location in accordance with section 40B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person.”

Section 40D. Local laws requiring excavation permits; public ways.

“Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A.”

Section 40E. Violations of Secs. 40A to 40E; punishment.

“Any person or company found by the department of telecommunications and energy, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$1000 for the first offense and not less than \$5,000 nor more than \$10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing

herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to premark for an excavation on such person's residential property.”

Attention is directed to the following sections of Chapter 30 of the Acts of 2009.

Section 33.

“(a) Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed \$1,000,000. For the purposes of this section, "public works" shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, "construction" shall have the meaning provided in section 27D of chapter 149 of the General Laws.

(b) For any public works project subject to subsection (a), the specifications set forth in any request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents

of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth.”

Section 39.

“Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement.”

Section 40.

“Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth’s job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement.”

END OF SECTION

SECTION 00890

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

- A. Attached Technical Specifications.

1.03 GENERAL REQUIREMENTS:

- A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS.

<u>Permits by Owner</u>	<u>Status</u>
Conservation Commission Order of Conditions (Ch. 131, s. 40)	(Attached)

1.04 CONSERVATION COMMISSION ORDERS:

The Conservation Commission has under the authority of Massachusetts General Laws Chapter 131, Section 40, issued an Order of Conditions on the work under this contract. This Order is to become a part of the Contract Documents and the Contractor shall perform all work in strict conformance with said Order. A copy of this Order is attached to this section.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.
- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION



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

September 24, 2025

Regulatory Division
File Number: NAE-2024-2852

Town of Savoy
Attn: Marie Saucier, Savoy Selectboard
Town Hall, 720 Main Street
Savoy, Massachusetts 01256
Sent by email: saucierm@savoymtn.com

Dear Ms. Saucier:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to discharge dredged and fill material into approximately 1,569 square feet of waters of the United States, associated with the Chickley River and adjacent wetlands, as part of the Chapel Road Culvert Replacement Project in Savoy, Massachusetts.

This project involves replacing the existing 72-inch steel pipe culvert with a 6-foot high by 6-foot-high four-sided reinforced concrete box culvert. Two feet of natural stream material and baffles will be installed within the replacement culvert. In addition, the alignment of the replacement culvert will be slightly changed. The Town proposes to install temporary cofferdams and bypass piping so that the in-stream work can be completed "in the dry". This work is shown on the enclosed plans titled "TOWN OF SAVOY HIGHWAY DEPARTMENT, CHAPEL ROAD CULVERT REPLACEMENT PROJECT", on a total of 9 sheets, and dated "OCTOBER 2024" and revised "APRIL 6, 2025".

Based on the information that you have provided, we verify that the activity is authorized under General Permit #23 (Linear Transportation Projects and Wetland/ Stream Crossings) of the June 2, 2023, federal permit known as the General Permits for the Commonwealth of Massachusetts (GP MA). The GP MA is available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Massachusetts-General-Permit>.

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

1. You must maintain the activity authorized herein in good condition and in conformance with the terms and conditions of this authorization. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition #39 on page 50 of the GP MA. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this authorization from this office, which may require restoration of the area.

2. The Town of Savoy (the permittee) must complete and return the enclosed Work Start Notification Form to this office at least two weeks prior to starting the authorized work.

3. All construction shall be completed in accordance with the limits of construction and the construction sequences detailed on the attached plan drawings, entitled "TOWN OF SAVOY HIGHWAY DEPARTMENT, CHAPEL ROAD CULVERT REPLACEMENT PROJECT", on a total of 9 sheets, and dated "OCTOBER 2024" and revised "APRIL 6, 2025". If you propose to change the plans or construction methods for work within the Chickley River or in adjacent wetlands, please contact us immediately to discuss modification of this authorization. The Corps must approve any changes before you undertake them.

4. No tree-clearing operations shall be conducted during the time-period between June 1st and July 31st of any year, to avoid impacts to bat pup roosting habitat areas.

5. Appropriate measures must be taken to maintain normal downriver flows and to minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must be placed in a manner that will not be eroded by expected high flows. See General Condition #22(f) of the GP MA for more details.

6. All temporary construction fills and non-biodegradable sedimentation/erosion controls installed during the construction phase of this project shall be removed promptly after the completion of construction, to minimize the potential entrapment of wildlife. Any plastic construction debris shall be completely removed from this site. See General Condition #25(e) of the GP MA for more details.

7. Except where stated otherwise, reports, drawings, correspondence, and any other submittals required by this permit shall be marked with the words "Permit #NAE-2024-2852" and submitted via: a) MAIL: Massachusetts Section - Regulatory Division, Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751; b) EMAIL: samuel.d.thompson@usace.army.mil and cenae-r@usace.army.mil; or c) FAX: (978) 318-8303. Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit. Requirements for immediate notification to the Corps shall be done by telephone to (978) 318-8338.

8. Within one month of completing the authorized construction associated with the Chapel Road – Chickley River Culvert Replacement Project, the Town of Savoy shall fill out and return the enclosed Compliance Certification Form verifying that that this project was completed in compliance with all the terms and conditions of this GP MA authorization. As part of this submission, the Town shall provide the Corps with post-construction photos of the culvert replacement.

This authorization presumes that the work as described above and as shown on your plans noted above is in waters of the U.S.

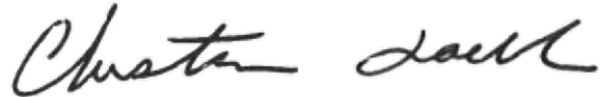
This authorization expires on June 1, 2028. You must commence or have under contract to commence the work authorized herein by June 1, 2028, and complete the work by June 1, 2029. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before*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

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

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

Please contact Mr. Samuel Thompson of my staff at 770-767-9098 or at samuel.d.thompson@usace.army.mil if you have any questions about this authorization letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Jacek", written in a cursive style.

Christine Jacek
Chief, Massachusetts Branch
Regulatory Division

Enclosures

Copies Furnished:

U.S. EPA, Region 1, Boston, Massachusetts, R1_CWA404_REG@epa.gov
David Simmons, USFWS, New England Field Office, Concord, New Hampshire,
david_simmons@fws.gov

Michael McHugh, Massachusetts DEP Western Regional Office, Wetlands and
Waterways, Springfield, MA; michael.mchugh@state.ma.us
(DEP File No. WE 279-0032)

Adam Kautza, MassWildlife – Coldwater Fisheries Project Leader, 1 Rabbit Hill Road,
Westborough, Massachusetts, adam.kautza@mass.gov

Catherine Lampiasi, Massachusetts Department of Conservation & Recreation –
Maintenance Construction Contracts, 164 Pond Street, Stoneham, Massachusetts,
catherine.a.lampiasi@mass.gov

Dan Harris, Savoy Conservation Commission, Town Hall, 720 Main Street, Savoy,
Massachusetts, savoyconcom@gmail.com

Conrad Nuthmann, Weston & Sampson Engineers, Inc., 427 Main Street, Suite 400,
Worcester, Massachusetts, nuthmann.conrad@wseinc.com

Permittee: saucierm@savoymtn.com

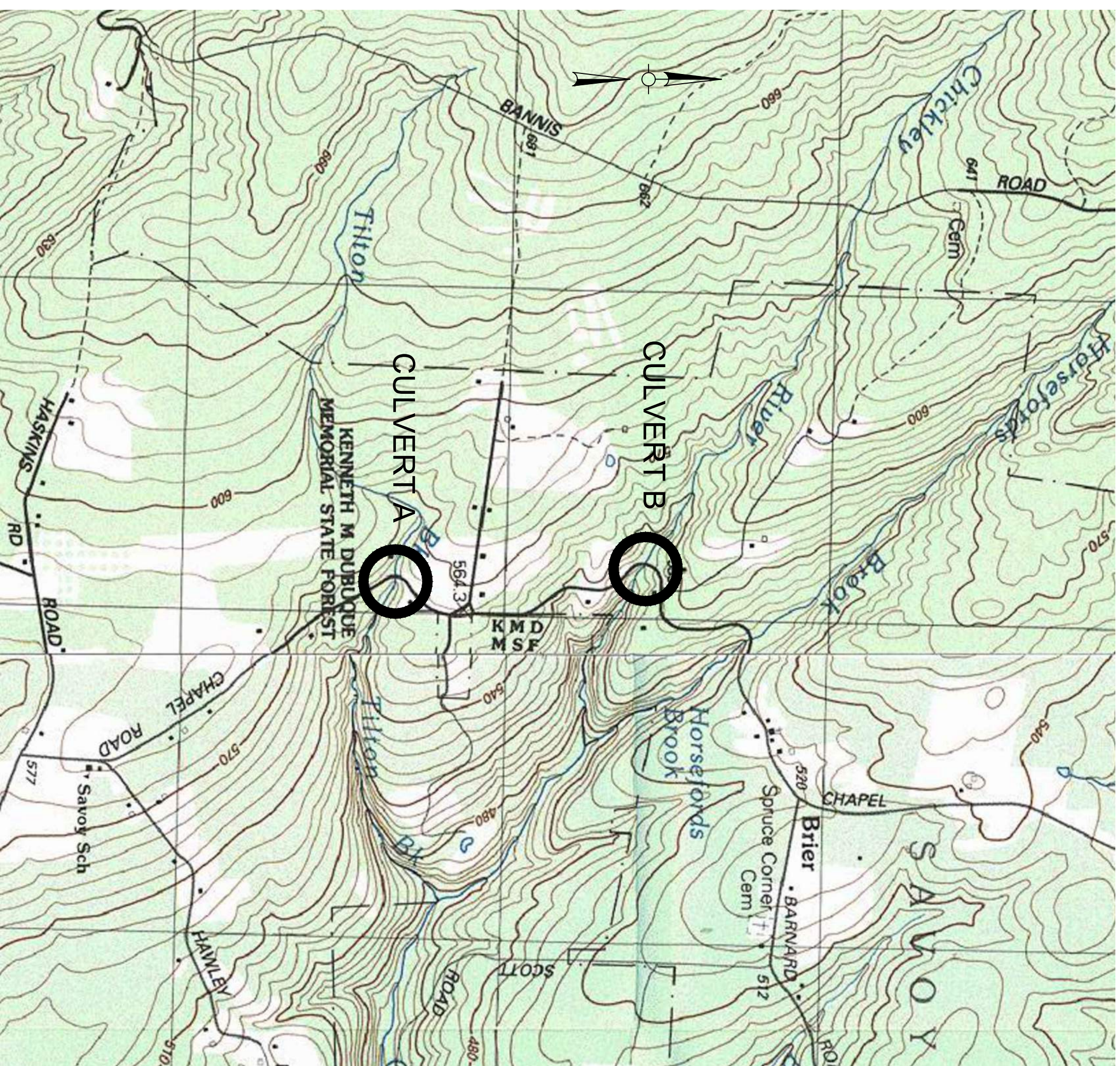


Data Source: Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts Executive Office of Environmental Affairs

Chapel Road
Savoy, MA
USGS Topographic

TOWN OF SAVOY HIGHWAY DEPARTMENT

CHAPEL ROAD CULVERT REPLACEMENTS PROJECT



LOCATION MAP
SCALE: 1"=1000'

<u>SHEET NO.</u>	<u>TITLE</u>
2	CULVERT A - CONSTRUCTION PLAN
3	CULVERT A - PROFILE
4	CULVERT B - CONSTRUCTION PLAN AND PROFILE
5	CULVERT A - CHICKLEY RIVER - PLAN, ELEVATION AND NOTES
6	CULVERT A - TYPICAL SECTIONS AND DETAILS
7	CULVERT A - WINGWALL ELEVATIONS
8	CULVERT A - WINGWALL SECTION AND DETAILS
9	CULVERT A - WATER HANDLING PLANS AND NOTES
10	CULVERT A - TRAFFIC CONTROL PLANS
11	CULVERT B - TILTON BROOK - PLAN, ELEVATION, SECTION AND NOTES
12	CULVERT B - WATER HANDLING PLAN
13	EROSION AND SEDIMENTATION CONTROL DETAILS

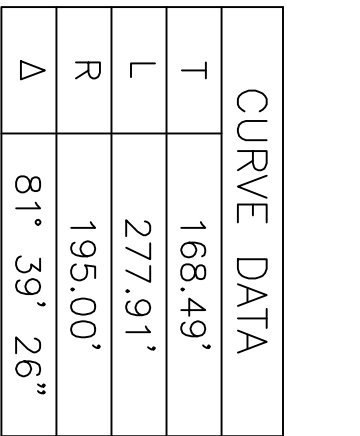
Weston & SampsonSM

Data Source: Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts Executive Office of Environmental Affairs

Copyright: © 2013 National Geographic Society, i-cubed

Investigation Area

Chapel Road
Savoy, MA
USGS Topographic Map



SAVOY, MA			
CHAPEL ROAD - CULVERT A			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	5	13
PROJECT FILE NO. ENG20-0203			
PLAN, ELEVATION AND NOTES			

IN ACCORDANCE WITH THE 2020 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS LRFD BRIDGE DESIGN SPECIFICATIONS, FOR HL-93 LOADING.

MEASUREMENTS ON THE ACTUAL STRUCTURE AND THE EXTENT OF THE PROPOSED WORKWAS BEEN APPROVED BY THE ENGINEER.

BENCHMARK "A": MAG NAIL IN UTILITY POLE, ELEV. 1731.25
BENCHMARK "B": FOUND NAIL IN 15" TREE, ELEV. 1728.93

TOPOGRAPHICAL INFORMATION BASED ON THE GROUND SURVEY PERFORMED BY SURVEYING AND MAPPING CONSULTANTS ON THE MONTH OF MAY 2020. COORDINATES, IN U.S. SURVEY FEET, ARE REFERENCED TO THE NORTH AMERICAN DATUM (NAD) 1983. OHW = ORDINARY HIGH WATER PER U.S. ARMY CORPS OF ENGINEERS

SCALES NOTED ON THE PLANS ARE NOT APPLICABLE TO REDUCED SIZE PRINTS. DIVIDE SCALES BY 2 FOR HALF-SIZE PRINTS.

FOUNDATIONS MAY BE ALTERED, IF NECESSARY, TO SUIT CONDITIONS ENCOUNTERED DURING CONSTRUCTION, WITH THE APPROVAL OF THE ENGINEER.

ALL UNSUITABLE MATERIAL SHALL BE REMOVED WITHIN THE LIMITS OF THE FOUNDATIONS OF THE STRUCTURE, AS DIRECTED BY THE ENGINEER.

REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M31 GRADE 60 UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS, ALL BARS SHALL BE LAPPED AS FOLLOWS:

1.	12" OF CONCRETE BELOW BAR	29"	36"
2.	COATED BARS, COVER < 3d _b OR	21"	39"
3.	CLEAR SPACING < 6d _b		
4.	COATED BARS, ALL OTHER CASES	25"	31"
5.	CONDITION 2. AND 3.	35"	44"
6.	CONDITION 2. AND 4.	34"	43"

IF THE ABOVE BARS ARE SPACED 6" OR MORE ON CENTER, THE LAP LENGTH SHALL BE 80% OF THE LAP LENGTH GIVEN ABOVE. ALL OTHER BARS SHALL BE LAPPED AS SHOWN ON THE CONSTRUCTION DRAWINGS.

EPOXY COATED BARS:

ALL REINFORCING BARS AND SUPPORTING DEVICES SHALL BE COATED UNLESS OTHERWISE NOTED.

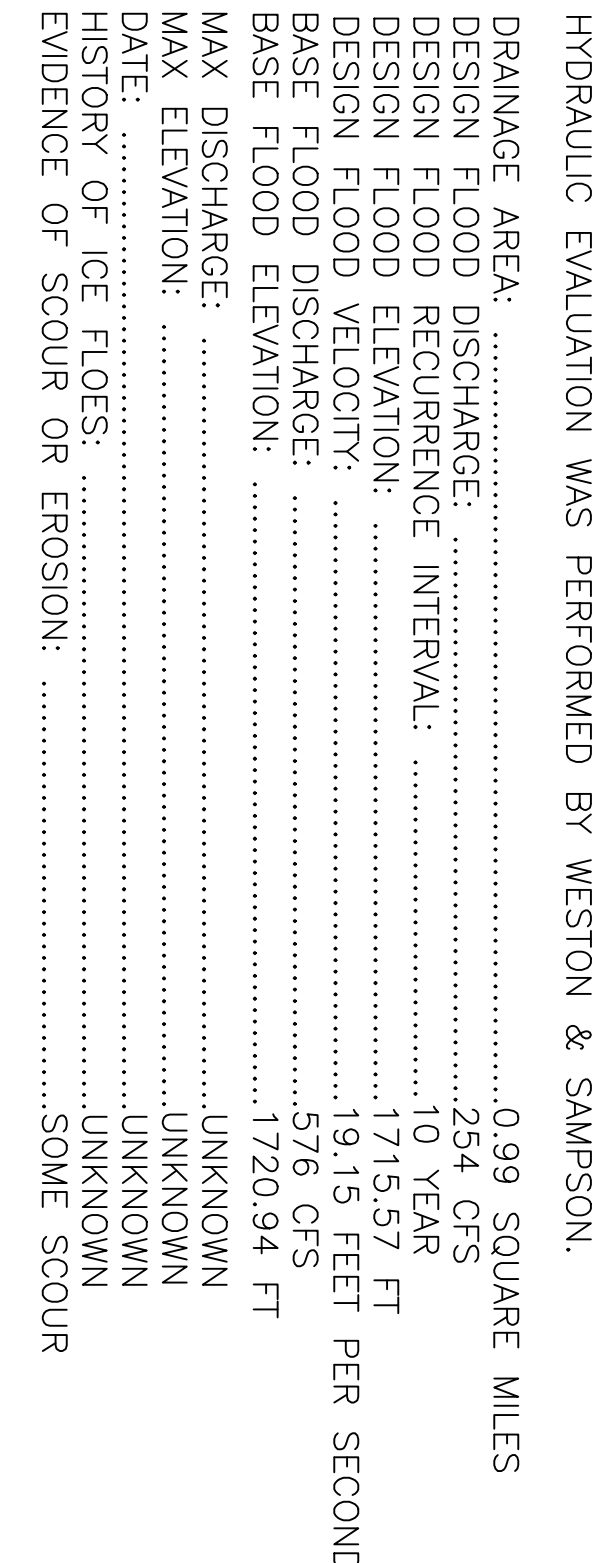
THE CEMENT CONCRETE SPECIFIED BELOW SHALL BE USED ON THE FOLLOWING BRIDGE COMPONENTS:

4000 PSI, 1 $\frac{1}{2}$ ", 565 CEMENT CONCRETE..... WINGWALLS, BOX CULVERT, BAFFLES

THE CONTRACTOR SHALL LOCATE AND PROTECT FROM DAMAGE ALL EXISTING UTILITIES

SERVICE LIMIT STATE:	PSF MAX
1.0	1.0
2.0	2.0
3.0	3.0
4.0	4.0
5.0	5.0
6.0	6.0
7.0	7.0
8.0	8.0
9.0	9.0
10.0	10.0
11.0	11.0
12.0	12.0
13.0	13.0
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89.0	89.0
90.0	90.0
91.0	91.0
92.0	92.0
93.0	93.0
94.0	94.0
95.0	95.0
96.0	96.0
97.0	97.0
98.0	98.0
99.0	99.0
100.0	100.0

EXTREME EVENT STATE: PSF MAX



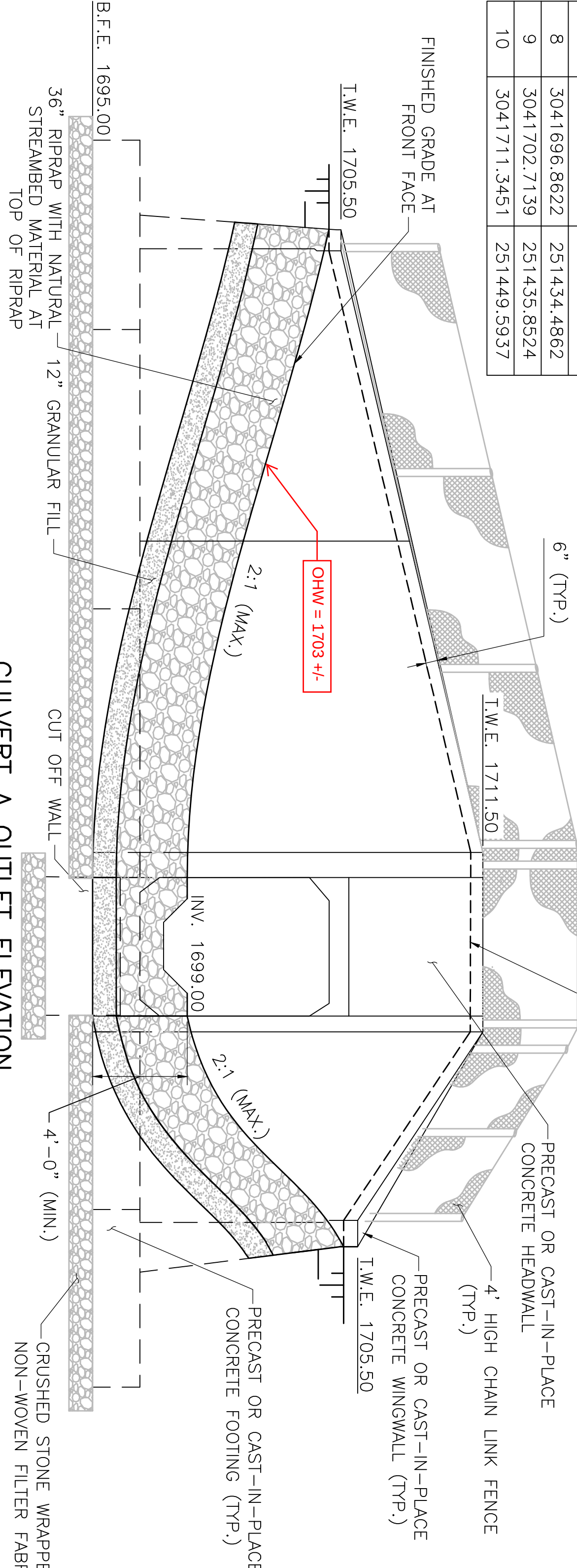
CULVERT A PLAN
SCALE: 1" = 10'

PRECAST BOX CULVERT:

1. THE SECTION IS A BOX CULVERT SECTION TO BE MONOLITHICALLY CAST OF REINFORCED CONCRETE. THE INSIDE SURFACE SHALL BE SMOOTH AS TO NOT RESTRICT FLOW
2. THE INTERNAL DIMENSIONS OF THE BOX CULVERT ARE 6' WIDE, 8' HIGH AND A MINIMUM 10" SLAB AND WALL THICKNESS.

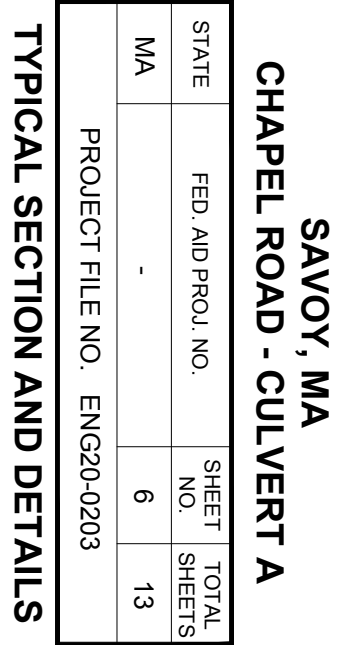
3. DESIGN CRITERIA:

- 3.1. DESIGN SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LRFD BRIDGE DESIGN SPECIFICATIONS (9TH EDITION) SUPPLEMENTED BY MASSACHUSETTS DEPARTMENT OF TRANSPORTATION 2013 LRFD BRIDGE MANUAL.
- 3.2. STEEL REINFORCEMENT SHALL BE GRADED CONFORMING TO AASHTO M31.
- 3.3. MINIMUM 4000 PSI CEMENT CONCRETE STRENGTH @ 28 DAYS.
- 3.4. CONCRETE COVER FOR REINFORCING STEEL BARS SHALL BE 2 INCHES.



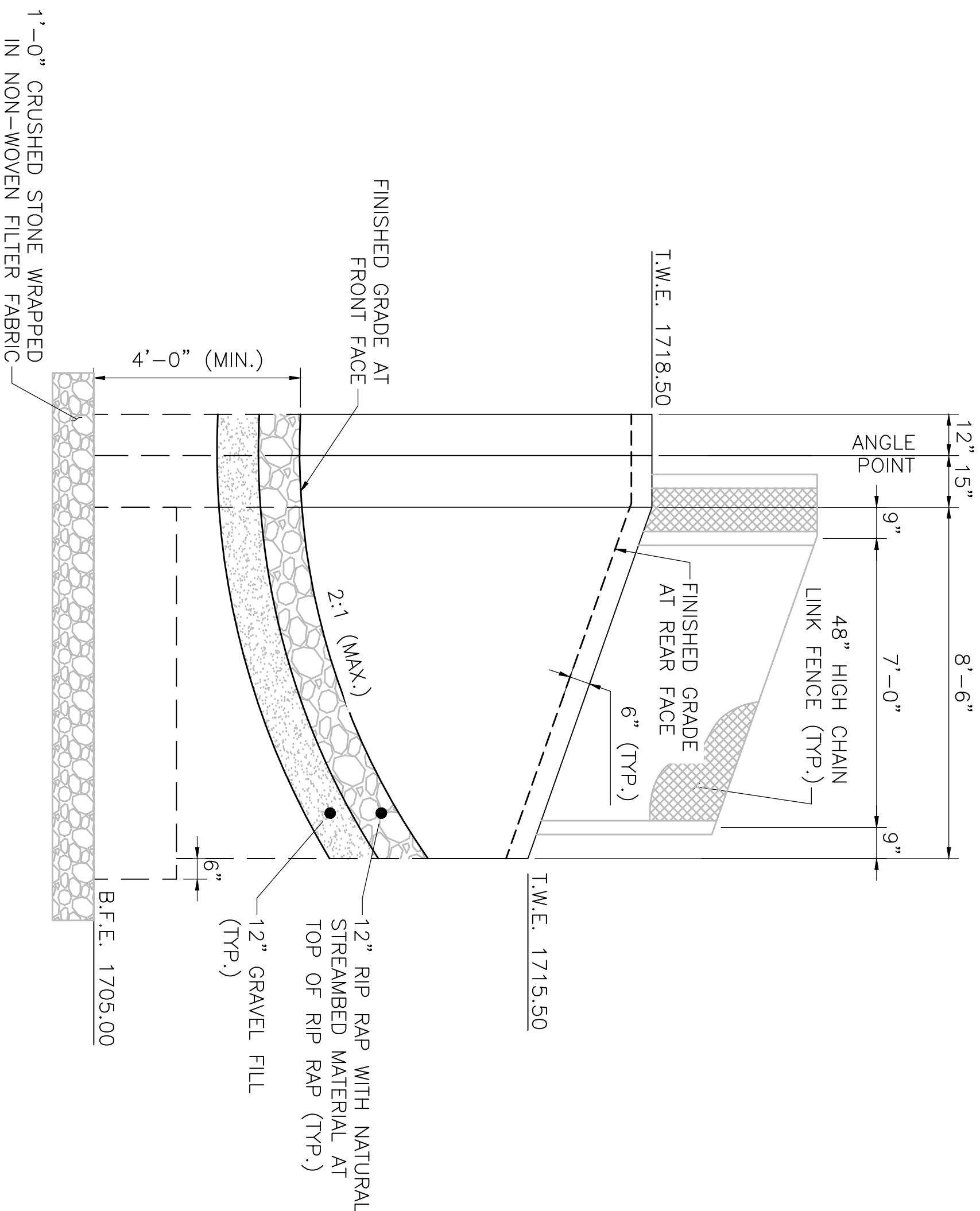
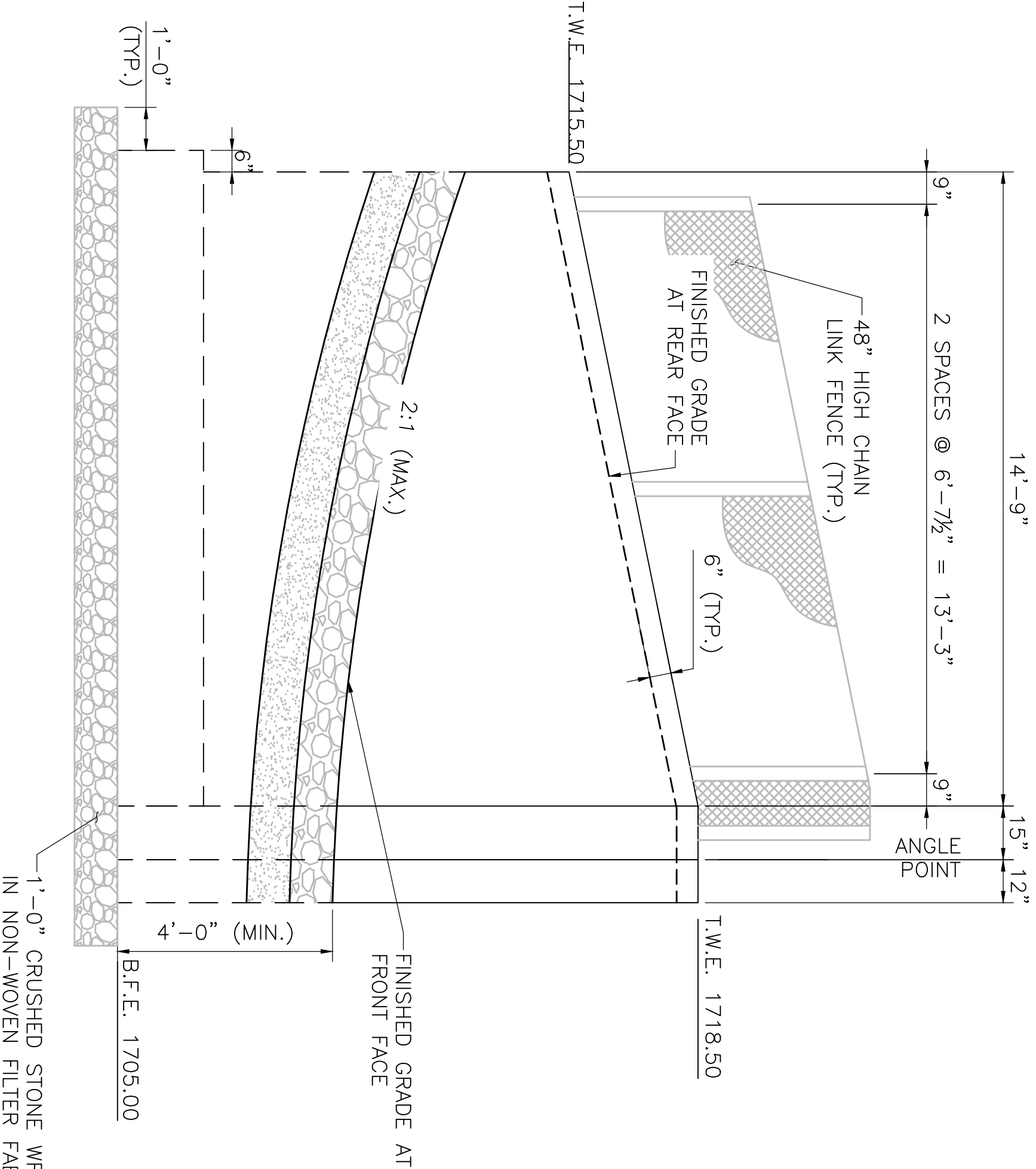
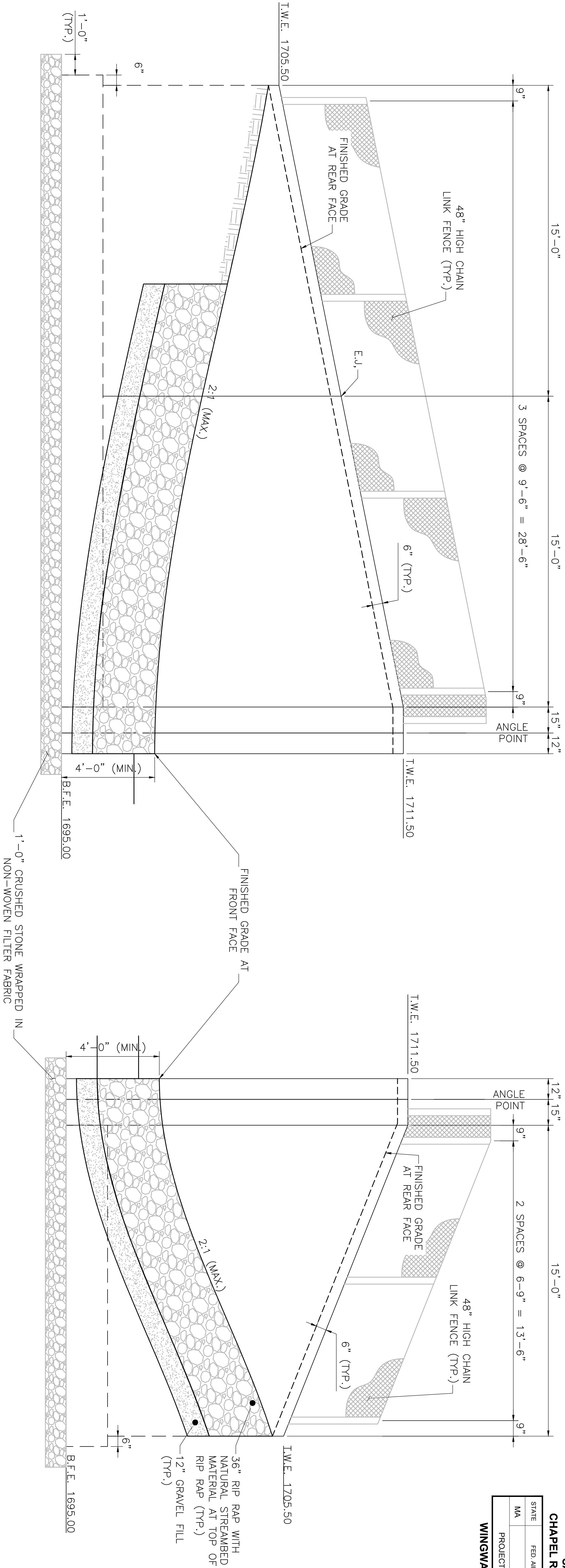
CULVERT A OUTLET ELEVATION

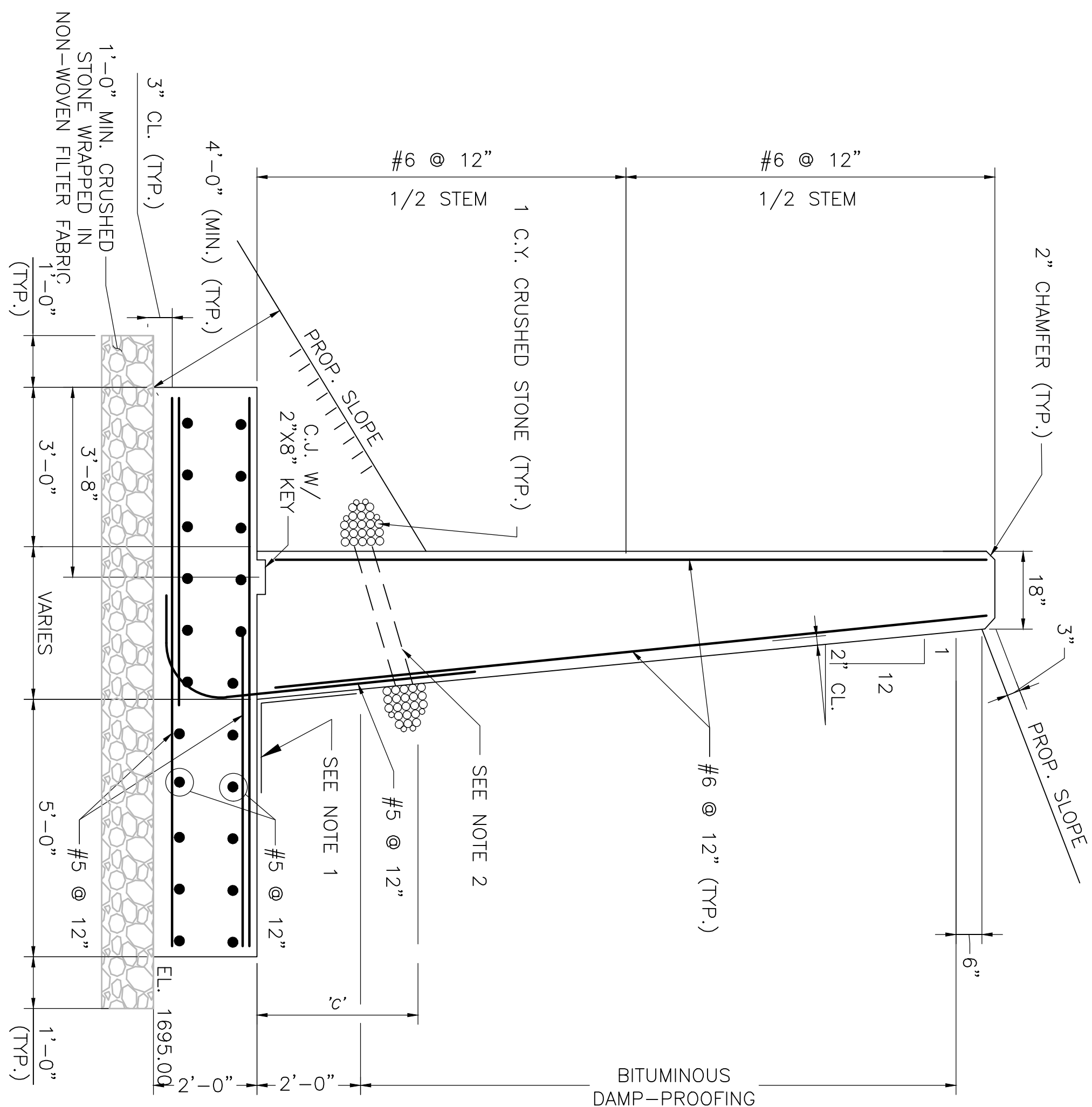
SCALE: 1/4" = 10'



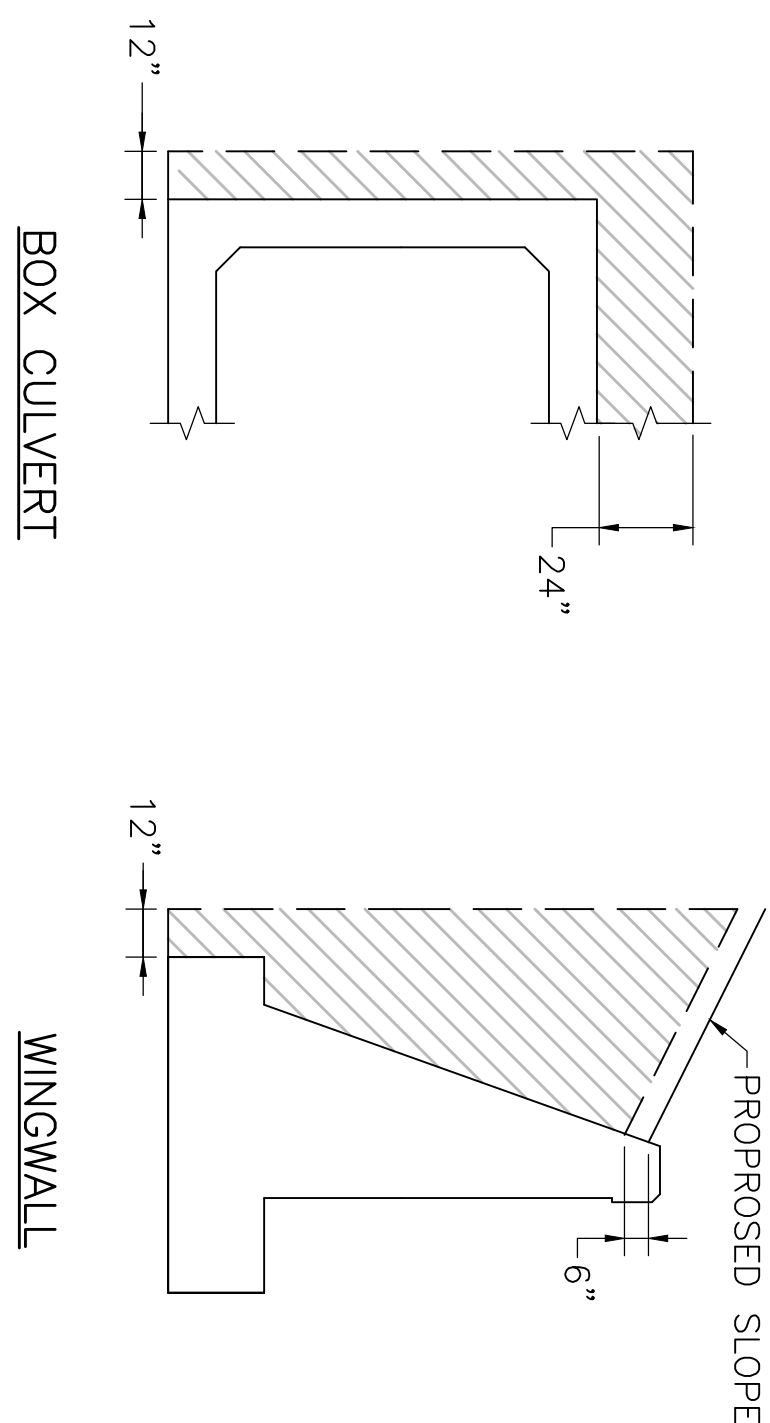
SAVOY, MA CHAPEL ROAD - CULVERT A			
STATE	FED AID PROJ NO.	SHEET NO.	TOTAL SHEETS
MA	-	7	13
PROJECT FILE NO. ENG20-0203			

WINGWALL ELEVATIONS





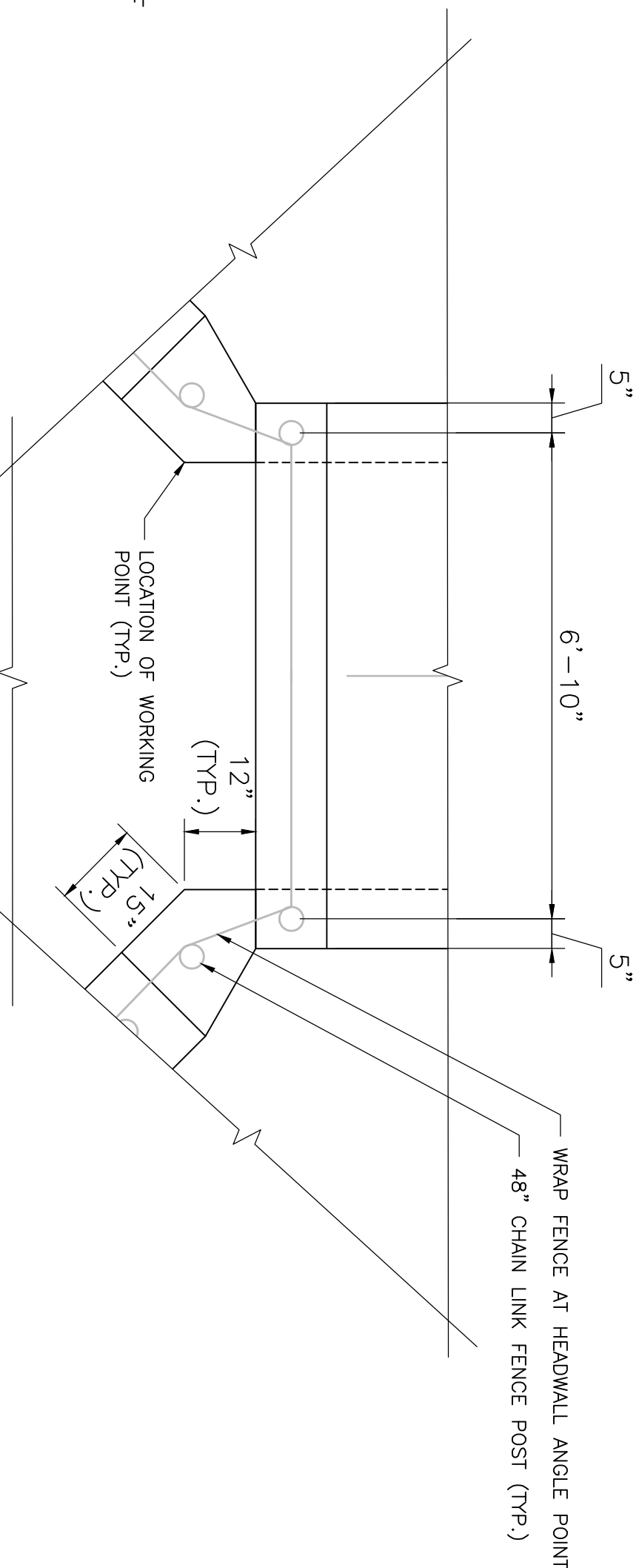
- NOTES
1. MEMBRANE WATERPROOFING AND 8"x16"x2", 4000 PSI, $\frac{3}{4}$ IN. 610 CEMENT CONCRETE BLOCKS LAID IN MORTAR OR OTHER WATERPROOFING PROTECTIVE COURSE, MIN. 2" THICK AS SPECIFIED IN MHD STANDARD SPECIFICATIONS.
 2. 4" ϕ WEEP HOLES 7'-0" O.C. (JUST ABOVE PROTECTIVE COURSE). PROVIDED 1 CUBIC YARD OF CRUSHED STONE AT EACH END OF WEEP HOLE.
 3. ALL CONCRETE SHALL BE 4000 PSI, $1\frac{1}{2}$ IN, 565 CEMENT CONCRETE.



NOTE:
HATCHED AREA INDICATES LIMITS OF GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES.

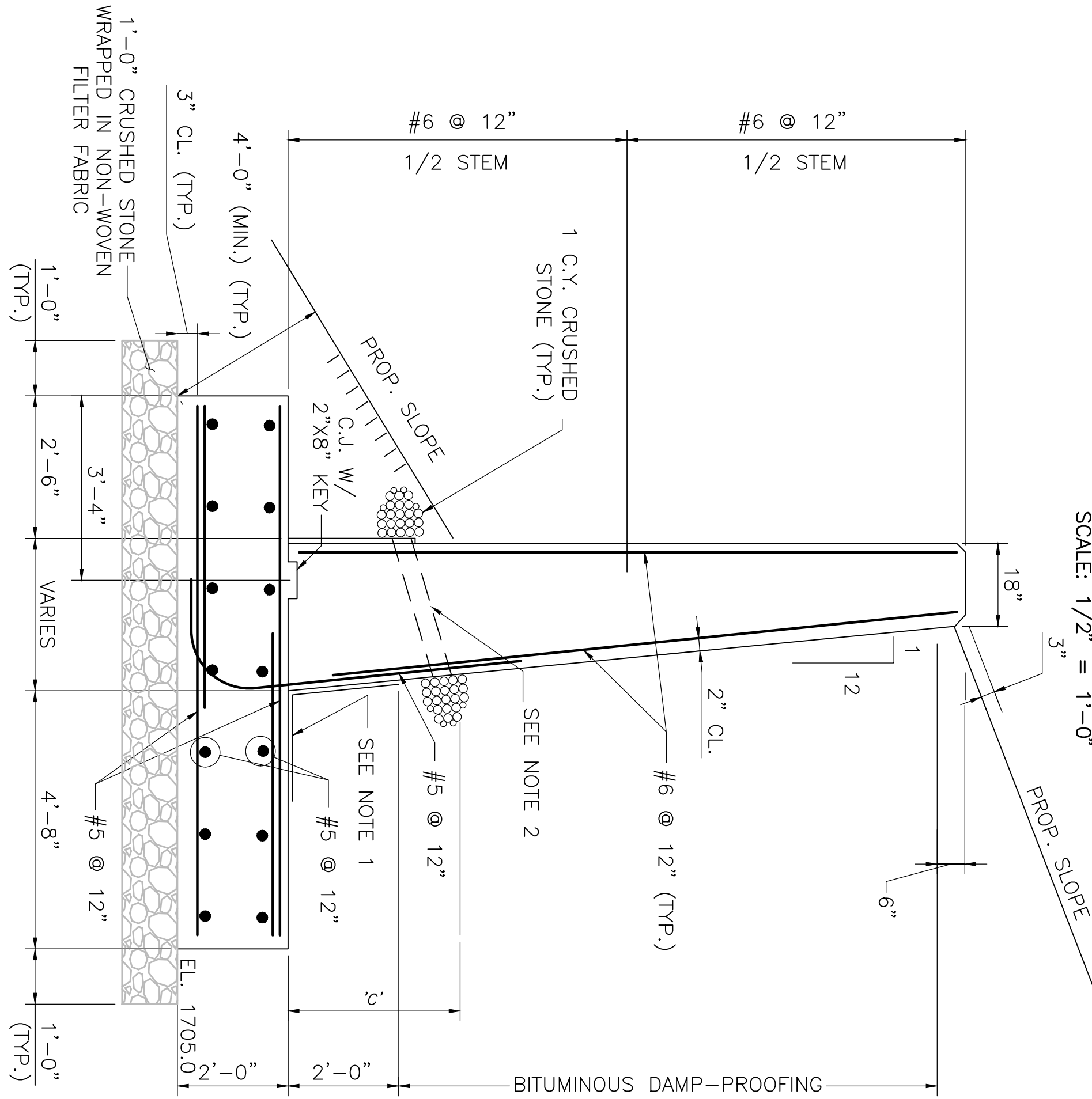
LIMITS OF GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES

SCALE: $\frac{1}{4}'' = 1'-0''$



OUTLET WINGWALL SECTION

SCALE: 1/2" = 1'-0"

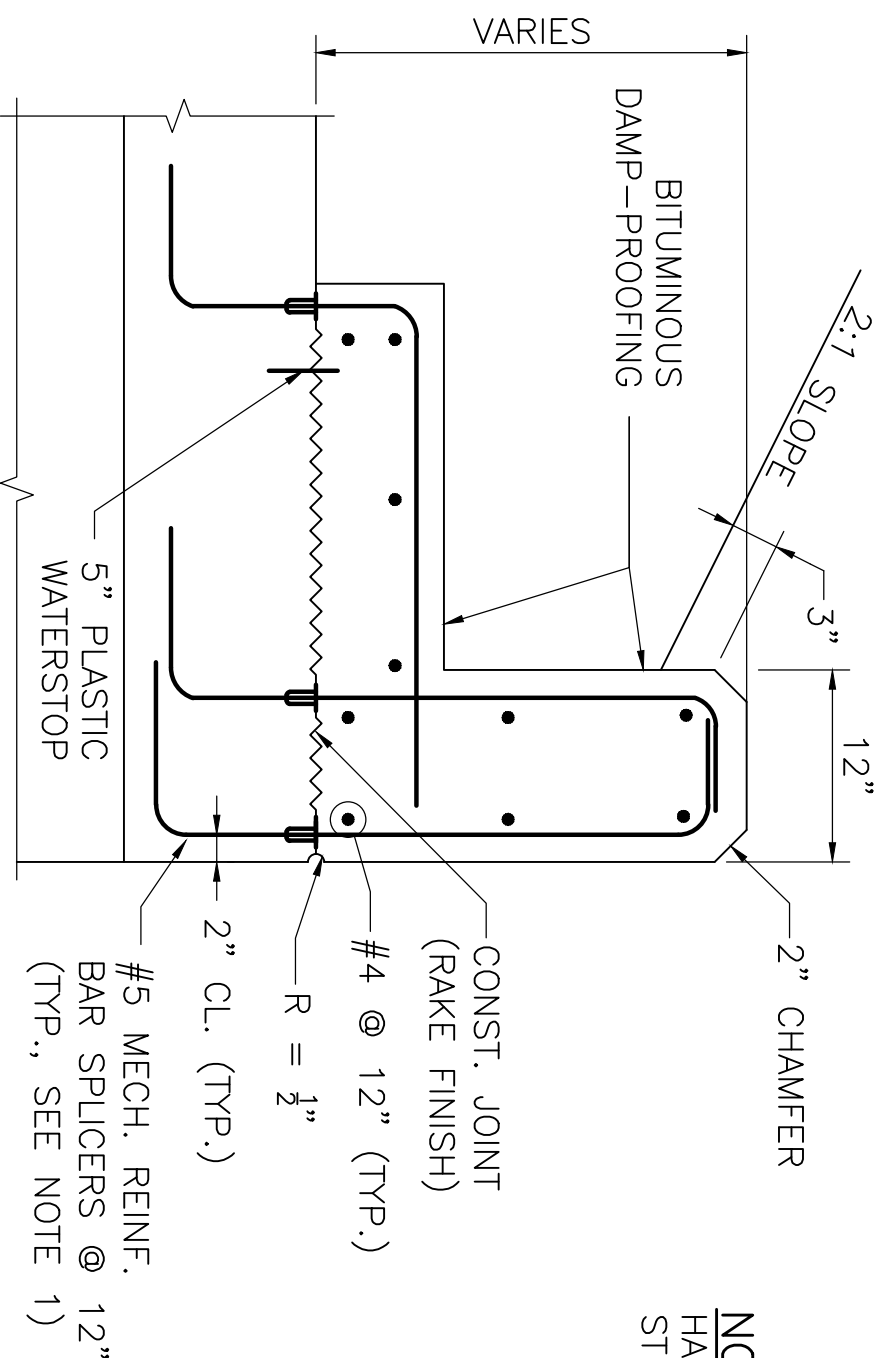


INLET WINGWALL SECTION

SCALE: 1/2" = 1'-0"

NOTES:

1. THE CONTRACTOR MAY SUBSTITUTE MECHANICAL REINFORCING BAR SPLICERS AND THREADED REARS FOR #5 J DOWELS
2. CULVERT REINFORCEMENT IS NOT SHOWN FOR CLARITY.
3. COST OF #5 MECHANICAL REINF. BAR SPLICER TO BE INCLUDED IN COST OF 8'x6' PRECAST CONCRETE BOX CULVERT.

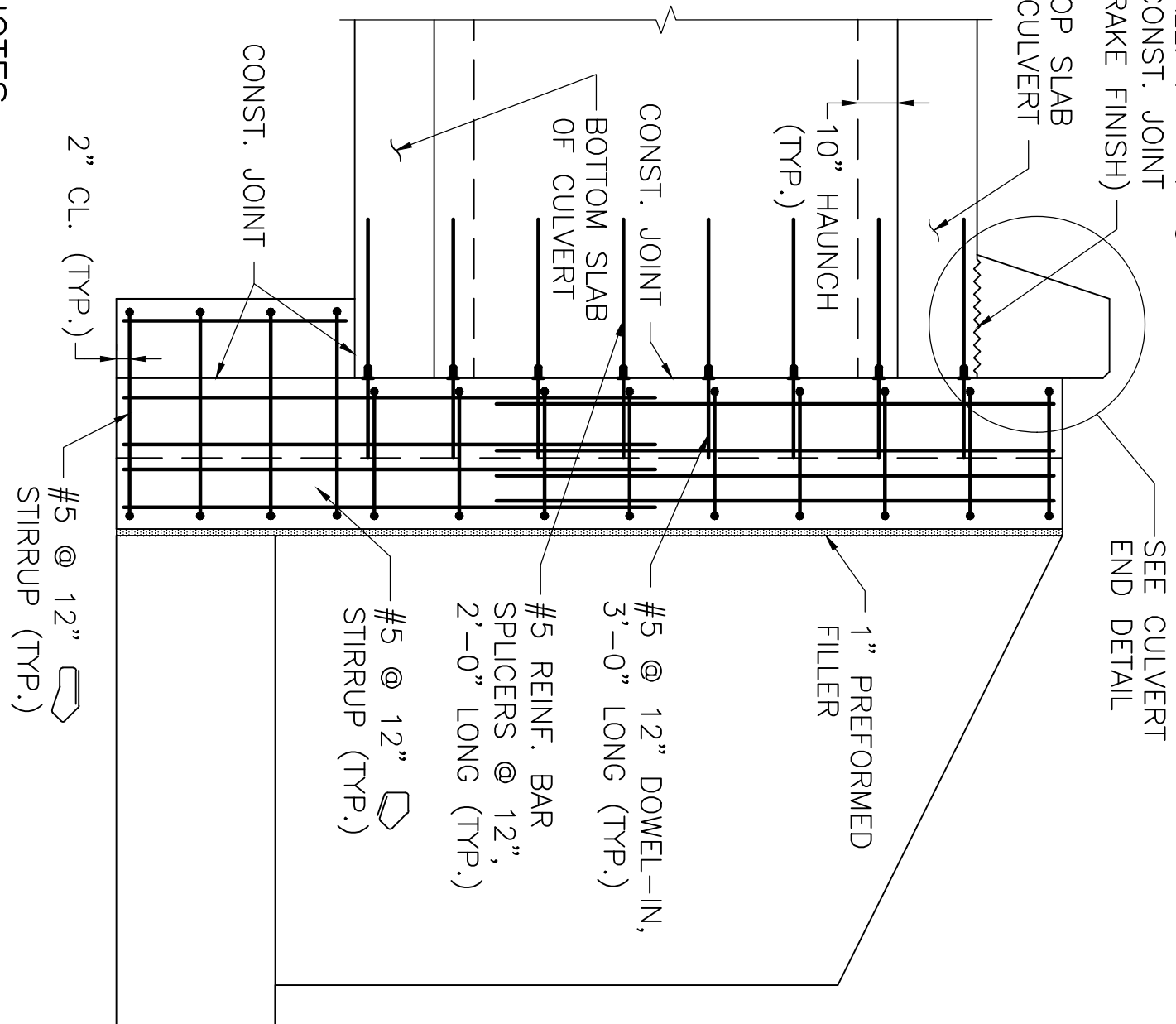


NOTE:
HATCHED AREA INDICATES LIMITS OF GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES.

LIMITS OF GRAVEL BORROW FOR

PRECAST CULVERT END DETAIL

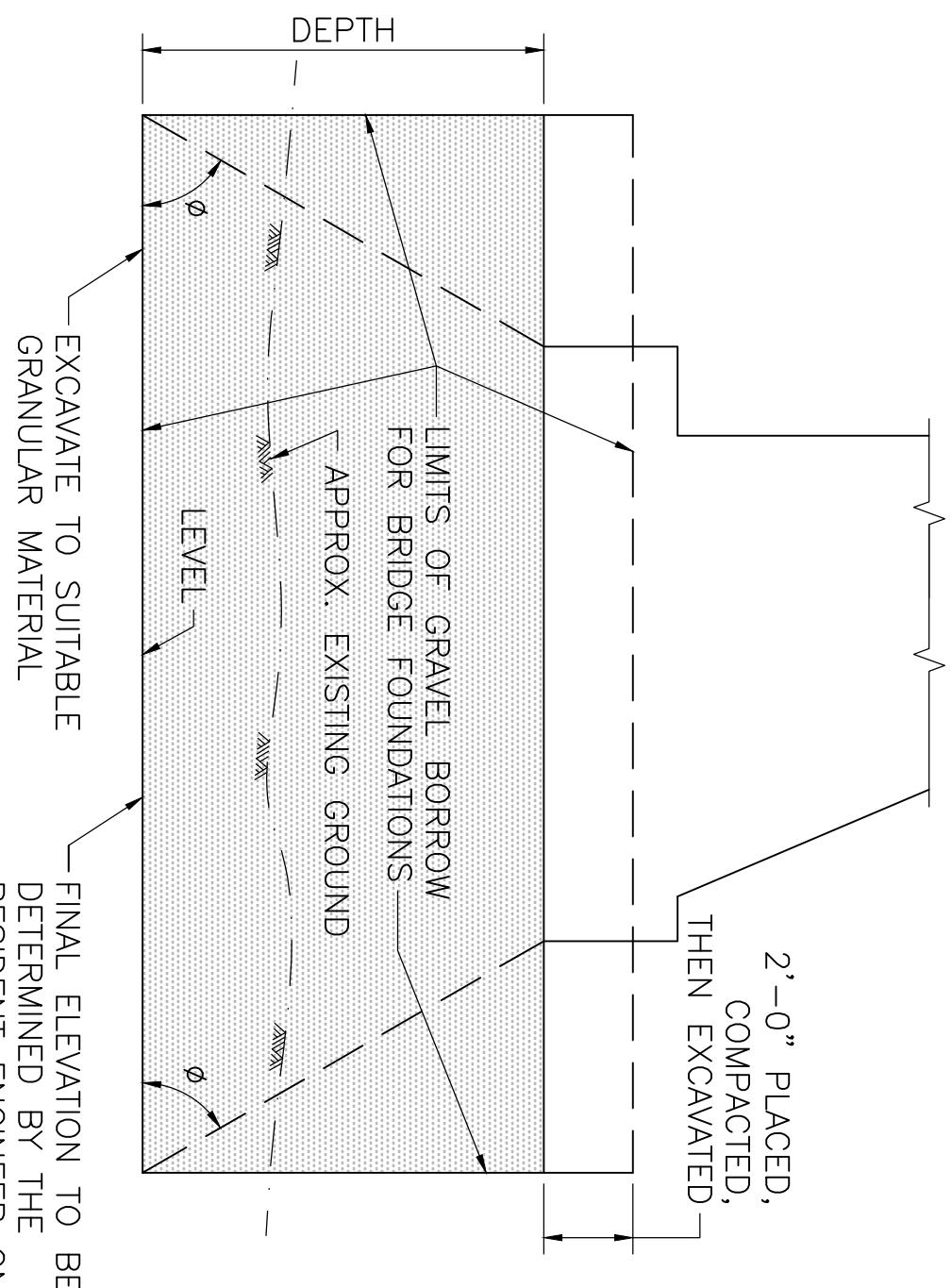
SCALE: 1" = 1'-0"



- NOTES:
1. THE CONTRACTOR MAY SUBSTITUTE #5 DOWELS, 3'-0" LONG FOR MECHANICAL REINFORCING BAR SPLICERS AND THREADED REBARS.
 2. CULVERT REINFORCEMENT IS NOT SHOWN FOR CLARITY.

SECTION AT WINGWALL

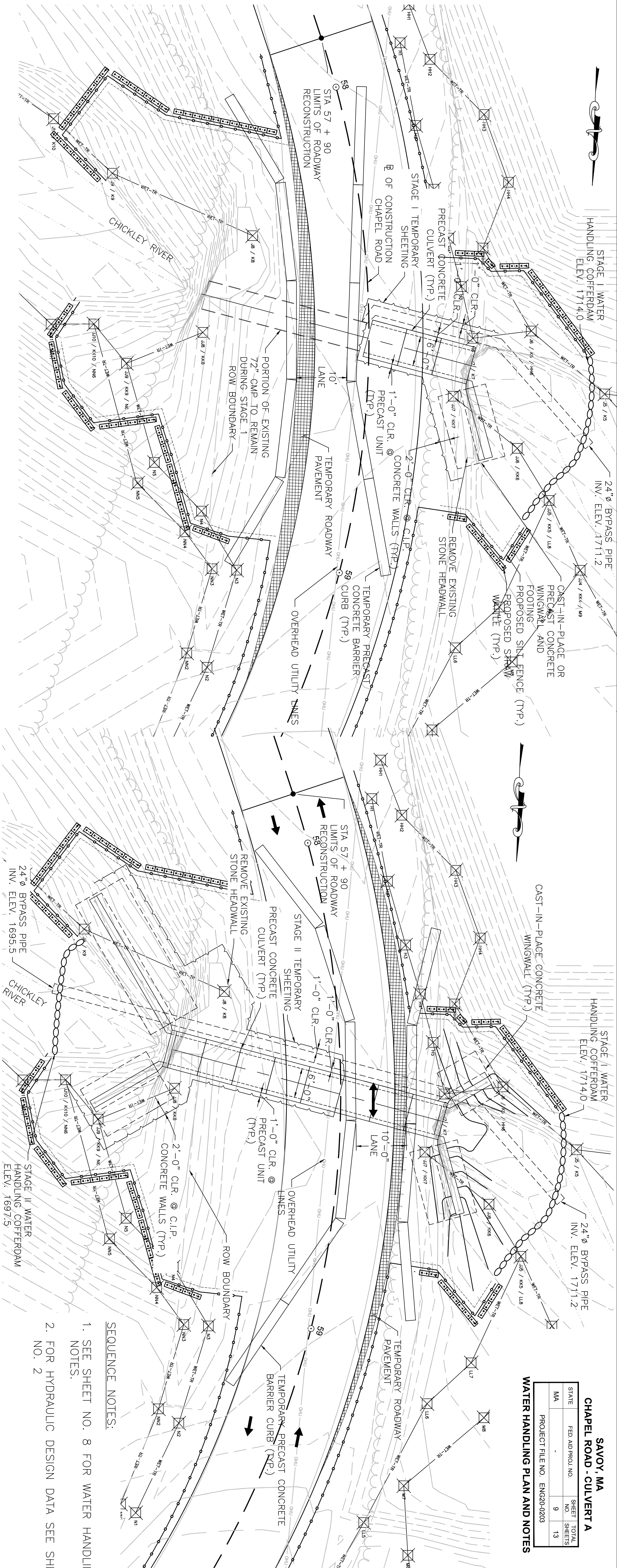
SCALE: $\frac{1}{2}'' = 1'-0''$



- NOTES:** THE PROPOSED
1. $\emptyset = 45^\circ$ FOR DEPTH OF 5'-0" OR LESS.
 $\emptyset = 60^\circ$ FOR DEPTH OVER 5'-0".

LIMITS OF GRAVEL BORROW FOR BRIDGE FOUNDATIONS

NOT TO SCALE



SAVOY, MA CHAPEL ROAD - CULVERT A			
STATE	FED AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	9	13
PROJECT FILE NO. ENG20-0203			

WATER HANDLING PLAN AND NOTES

STAGE I PLAN
SCALE: 1" = 10'

SUGGESTED SEQUENCE OF CONSTRUCTION

STAGE 1:

1. INSTALL EROSION CONTROL MEASURES ON THE INLET SIDE OF EXISTING PIPE. INSTALL TEMPORARY SANDBAGS UPSTREAM OF PIPE.
2. RELOCATE OVERHEAD UTILITIES TO ALLOW FOR STAGE I EXCAVATION.
3. PLACE TEMPORARY PAVEMENT IN SHOULDER, INSTALL TEMPORARY PRECAST CONCRETE BARRIER CURB AND ESTABLISH ALTERNATING ONE WAY TRAFFIC AT BRIDGE SITE.
4. INSTALL SHEETING AS SHOWN TO ALLOW FOR STAGE I EXCAVATION AND CONSTRUCTION.
5. EXCAVATE WITHIN LIMITS OF SHEETING, PLACE 24" TEMPORARY BYPASS PIPE AND COFFERDAM AT REMAINING EXISTING 72"Ø PIPE.
6. PLACE GRANULAR FILL AS SHOWN FOR CAST-IN-PLACE WALL AND PRECAST BOX UNITS.
7. INSTALL PRECAST BOX UNITS AS SHOWN, FORM AND POUR CAST-IN-PLACE NORTHWEST WINGWALL AND HEADWALL ON INLET SIDE.
8. FURNISH AND COMPACT GRAVEL BORROW FOR BACKFILLING STRUCTURES, INCLUDING BACKFILLING STAGE I HEADWALL TO FINISHED GRADE.
9. INSTALL UPSTREAM RIP RAP AND COMPLETE UPSTREAM GRADING.
10. REMOVE STAGE I TEMPORARY SHEETING, INSTALL AND COMPACT TEMPORARY FILL ABOVE PRECAST UNITS TO ALLOW FOR STAGE 2 TRAFFIC INCLUDING TEMPORARY PAVEMENT IN SHOULDER.

STAGE II PLAN
SCALE: 1" = 10'

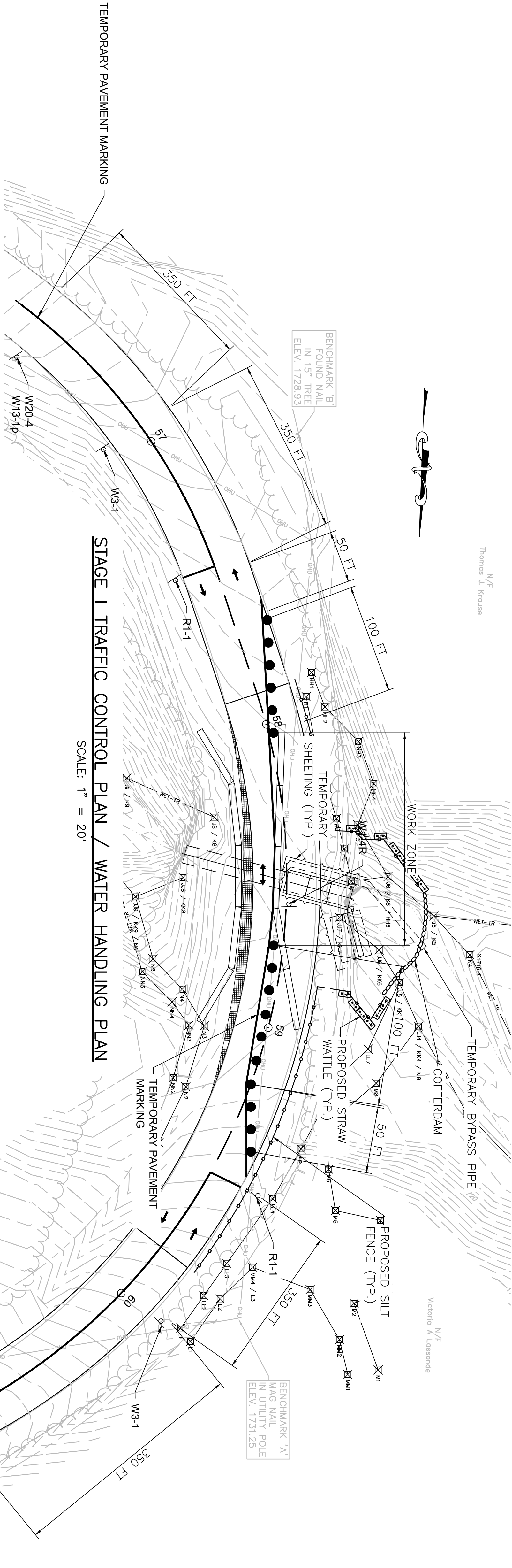
STAGE 2:

1. RELOCATE TEMPORARY PRECAST CONCRETE BARRIER CURB FOR STAGE II TRAFFIC PATTERN. INSTALL STAGE II TEMPORARY SHEETING AS SHOWN.
2. INSTALL EROSION CONTROL MEASURES ON OUTLET SIDE OF EXISTING PIPE, INSTALL STAGE II WATER HANDLING SAND BAGS AND ADDITIONAL 24"Ø TEMPORARY BYPASS PIPE.
3. EXCAVATE WITHIN LIMITS OF SHEETING, PLACE GRANULAR FILL AS SHOWN FOR CAST-IN-PLACE WALL AND PRECAST BOX UNITS.
4. INSTALL PRECAST CONCRETE BOX UNITS AS SHOWN, FORM AND POUR CAST-IN-PLACE OR PRECAST WINGWALLS AND HEADWALLS.
5. FURNISH AND COMPACT GRAVEL BORROW FOR BACKFILLING STRUCTURES, INCLUDING BACKFILLING STAGE II HEADWALL TO FINISHED GRADE.
6. INSTALL AND COMPACT TEMPORARY FILL TO ALLOW FOR TRAFFIC BEFORE PLACEMENT OF FINAL ROADWAY STRUCTURE.
7. INSTALL DOWN STREAM RIP RAP AND COMPLETE DOWNSTREAM GRADING.
8. REMOVE STAGE II TEMPORARY SHEETING AND WATER HANDLING SAND BAGS. REMOVE OR CAP EXISTING TEMPORARY BYPASS PIPE.
9. RECONSTRUCT ROADWAY STRUCTURE AS PROPOSED IN HIGHWAY PLANS. INSTALL HIGHWAY GUIDERAIL AND ROADWAY MARKINGS.
10. REMOVE ALL SEDIMENTATION CONTROL SYSTEMS AND ESTABLISH VEGETATION IN DISTURBED AREAS AS SHOWN ON PLANS.
11. REMOVE OVERALL EROSION AND SEDIMENTATION CONTROL UPON PERMANENT STABILIZATION.

SEQUENCE NOTES:

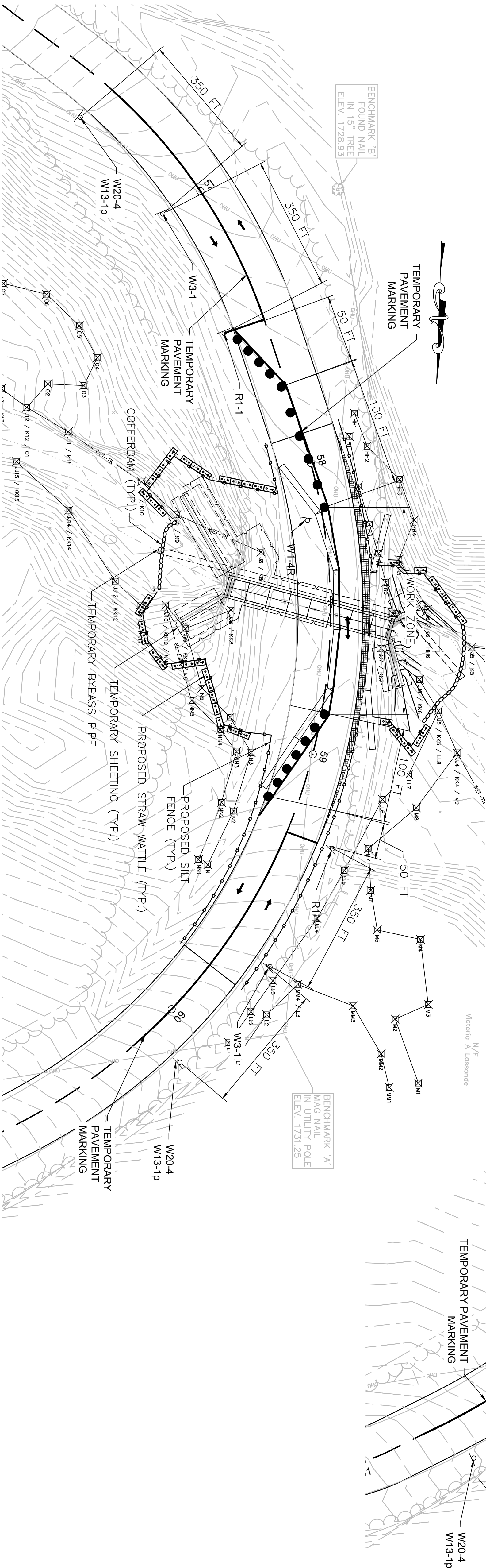
1. SEE SHEET NO. 8 FOR WATER HANDLING NOTES.
2. FOR HYDRAULIC DESIGN DATA SEE SHEET NO. 2

N/F
Thomas J. Krause



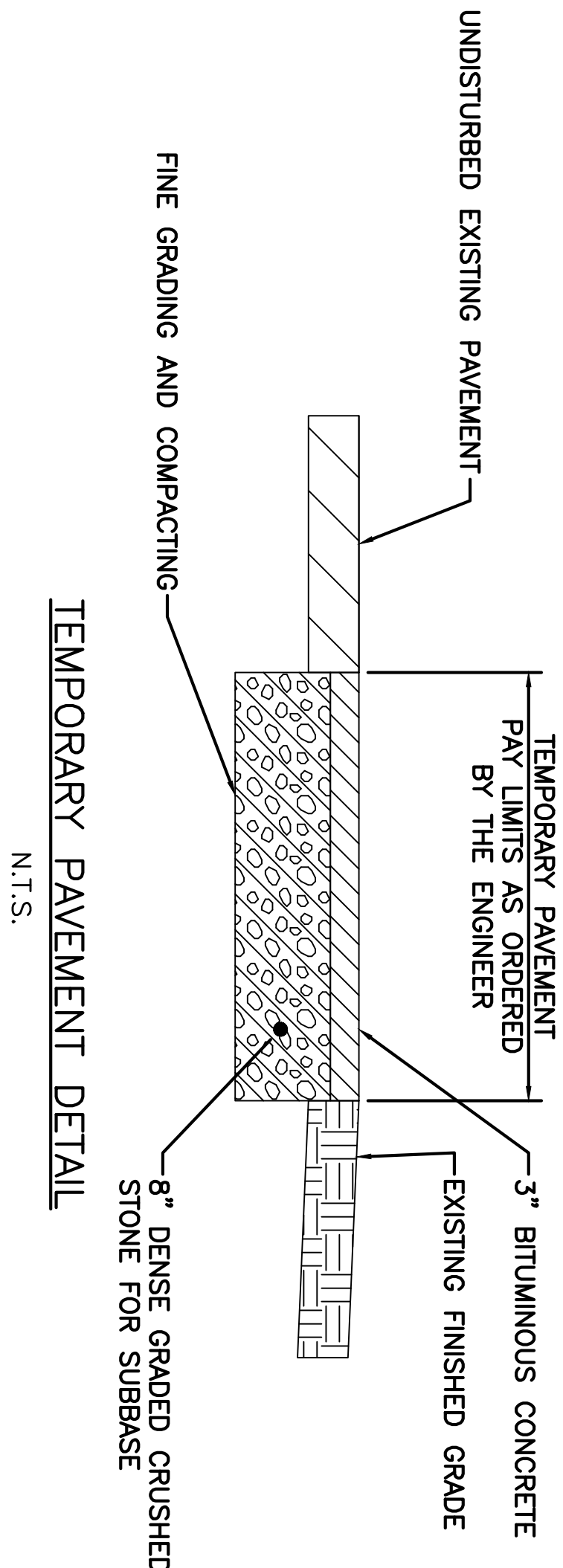
STAGE I TRAFFIC CONTROL PLAN / WATER HANDLING PLAN

SCALE: 1" = 20'



STAGE II TRAFFIC CONTROL PLAN / WATER HANDLING PLAN

SCALE: 1" = 20'



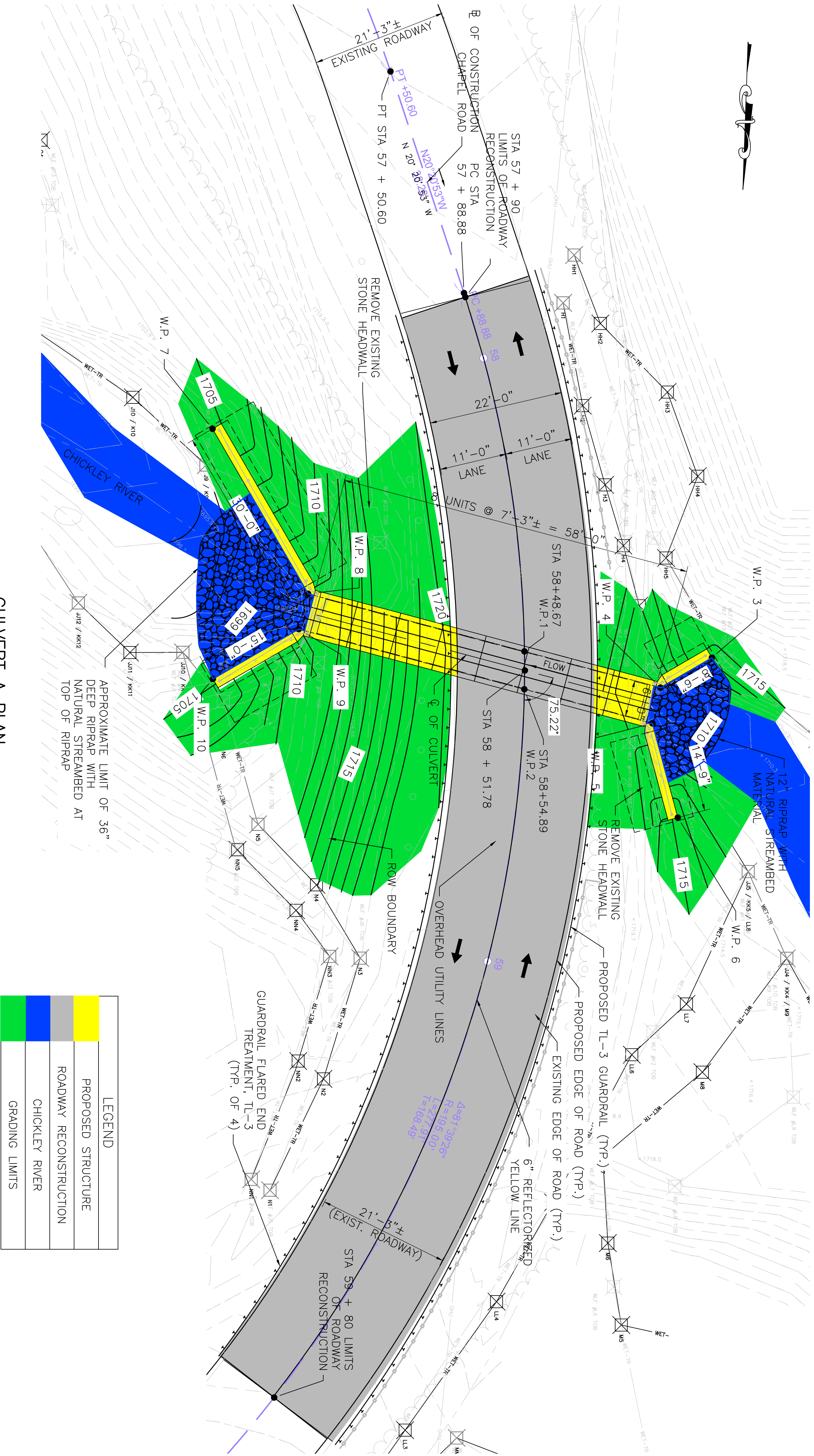
SAVOY, MA
CHAPEL ROAD - CULVERT A

STATE	FED AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	10	13

PROJECT FILE NO. ENG20-0203

TRAFFIC CONTROL PLANS

LEGEND	
	R1-1
	W3-1
	W20-4
	W13-1p
	W1-4R



CULVERT A PLAN
SCALE: 1" = 10'



US Army Corps
of Engineers®
New England District

General Permits for the Commonwealth of Massachusetts

WORK-START NOTIFICATION FORM

(Minimum Notice: Two weeks before work begins)

EMAIL TO: samuel.d.thompson@usace.army.mil and cenae-r-ma@usace.army.mil; or

MAIL TO: **Samuel Thompson**
Regulatory Division
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, Massachusetts 01742-2751

A verification from the U.S. Army Corps of Engineers, file #NAE-2024-2852 was issued to the Town of Savoy Selectboard (the permittee) on September 24, 2025. This work permit authorized the discharge dredged and fill material into approximately 1,569 square feet of waters of the United States, associated with the Chickley River and adjacent wetlands, as part of the Chapel Road Culvert Replacement Project in Savoy, Massachusetts.

This project involves replacing the existing 72-inch steel pipe culvert with a 6-foot high by 6-foot-high four-sided reinforced concrete box culvert. Two feet of natural stream material and baffles will be installed within the replacement culvert. In addition, the alignment of the replacement culvert will be slightly changed. The Town proposes to install temporary cofferdams and bypass piping so that the in-stream work can be completed "in the dry". This work is shown on the enclosed plans titled "TOWN OF SAVOY HIGHWAY DEPARTMENT, CHAPEL ROAD CULVERT REPLACEMENT PROJECT", on a total of 9 sheets, and dated "OCTOBER 2024" and revised "APRIL 6, 2025".

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Phone & email: () _____ () _____

Proposed Work Dates: Start: _____ Finish: _____

Permittee/Agent Signature: _____ Date: _____

Printed Name: _____ Title: _____

Date Permit Issued: September 24 2025 Date Permit Expires: June 1, 2028

FOR USE BY THE CORPS OF ENGINEERS

PM: Samuel Thompson **Submittals Required:** Yes

Inspection Recommendation: Yes

SECTION 1

TECHNICAL SPECIFICATIONS

All work associated with this project shall be performed in accordance with the requirements of the applicable provisions of the Commonwealth of Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and bridges 2025 Edition herein after referred to as MHSS, and the Project Special Provisions and Technical Specifications. In instances where requirements within these contract documents and special provisions are in conflict with the MHSS, these contract documents and special provisions shall take precedence.

Throughout MHSS make the following substitutions, as applicable:

Substitute “Owner/Town of Savoy” for “Commissioner”, Commonwealth of Massachusetts Department of Highway, Commonwealth, Department, Engineer

The term “Engineer” shall refer to the Town Manager acting directly or through his duly authorized representative.

All Contract Pay Items reference the Standard Specification, MHSS. Those items that have requirements different than those contained in MHSS have an associated Technical Provision. The following list cross references the pay item with the appropriate section of MHSS.

Item No.	MHSS Section	Item Description	Technical Provision
1	102.01	Selective Clearing and Grubbing	No
2	120.	Earth Excavation	Yes
3	140.	Bridge Excavation	No
4	141	Class “A” Trench Excavation	No
5	144	Class “B” Rock Excavation	No
6	151.2	Gravel Borrow for Backfilling Structures and Pipes Gravel	No
7	151.21	Gravel Borrow for Riprap	Yes
8	156.1	Crushed Stone for Bridge Foundations	No
9	150.67	Fine Grading and Compacting	No
10	402	Dense Graded Crushed Stone for Subbase	No
11	440	Calcium Chloride for Roadway Dust Control	No
12	443	Water for Roadway Dust Control	No
13	450.220	Superpave Surface Course 9.5 (SSC-9.5)	No
14	450.32	Superpave Intermediate Course 19.0 (SIC-19.0)	No
15	452	Asphalt Emulsion Tack Coat	No
16	482.30	Sawing Asphalt Pavement	No
17	601.13	Guardrail, TL-3 (Single Faced)	No
18	627.93	Guardrail Flared End Treatment, TL-3	No
19	697	Sedimentation Fence	No
20	698.3	Geotextile For Separation	Yes
21	748	Mobilization	No

Item No.	MHSS Section	Item Description	Technical Provision
22	751	Loam for Roadside	No
23	765	Seeding	No
24	767.121	Sediment Control Barrier	Yes
25	852	Safety Signing for Traffic Management	No
26	853.2	Temporary Barrier (TL-2)	No
27	853.21	Temporary Barrier Removed and Reset	No
28	854.016	Temporary Paving Markings – 6 inch (Painted)	No
29	860.40	6 inch Reflectorized Yellow Line (Painted)	No
30	901	4000psi, 1 1/2in., 565 Cement Concrete	No
31	910.1	Steel Reinforcement for Structures – Epoxy Coated	No
32	970	Dampproofing	No
33	983.2	Riprap	No
34		Temporary Paving	Yes
35	644	48 Inch Chain link Fence (Spring Tension Wire) (Line Post Option)	Yes
36	983.522	Natural Streambed Material	Yes
37	991.1	Control of Water, Structure No. 1	Yes
38	953.1	Temporary Support of Excavation	Yes
39	995.01	6'-0" X 8'-0" Precast Concrete Box Culvert	Yes

HSS SECTION 6 – CONTROL OF MATERIALS

Article 6.02 Sample and Tests

Change second paragraph to read:

All Sampling and Testing of materials will be made by the Contractor in accordance with the Standards of the test designated. The Contractor shall submit a minimum of four (4) copies of all test results to the Engineer for his review. The Contractor or suppliers shall furnish such facilities that the Contractor may require for collecting and forwarding samples, and shall not make use of, nor incorporate in work any material representing by the samples until the required tests have been made and material accepted, unless otherwise directed. The Contractor in all cases shall furnish the required samples, tests and test results without charge to the town.

ITEM 120.	EARTH EXCAVATION	CUBIC YARDS
------------------	-------------------------	--------------------

Work under this item shall conform to Section 100 of the Standard Specification and the following:

Earth Excavation shall also include the removal of tree pits and stumps, drain pipe, and any other items to be removed not covered under other items of work. This item shall also include the removal of existing posts and foundations of existing signal equipment to be removed.

ITEM 151.21	GRAVEL BORROW FOR RIPRAP	CUBIC YARDS
--------------------	---------------------------------	--------------------

Work under this item shall conform to Section 100 of the Standard Specification and the following:

Gravel Borrow for riprap and roadway work shall be Type B in close conformance with section M1.03.0 Type B as described in the Standard Specifications.

Item 151. And Item 151.21 will be measured and paid for at the contract unit price per Cubic Yard, which price shall include all labor, materials, compaction and finishing, along with all incidental costs required to complete the work.

ITEM 698.3 GEOTEXTILE FABRIC FOR SEPARATION SY

This work will consist of furnishing and placing geotextile fabric for separation between aggregate materials at the locations shown on the Construction Details or as directed by the Engineer.

MATERIALS

The geotextile fabric shall conform to the requirements of AASHTO M 288, Class 2, for fabric used for separation and must be on the MassDOT QCML. Construction and installation shall be in accordance with AASHTO M 288 (including the Appendix) and the following.

CONSTRUCTION

Atmospheric exposure of the geotextile fabric to the elements following lay down shall be a maximum of 14 days.

For seams that are sewn in the field, the Contractor shall provide at least a six-foot length of sample sewn seam for the approval of the Engineer before the geotextile fabric is installed. The seams sewn for sampling shall be sewn using the same type of equipment and procedures as will be used for the production seams. If seams are sewn in both the machine and cross machine direction, samples of seams for both directions shall be provided. The seam assembly description shall be submitted by the Contractor along with the seam samples. This description shall include the seam type, stitch type, sewing thread, and stitch density. If the Contractor elects to sew seams instead of overlap, colored thread must be used.

Geotextile shall be placed in intimate contact with soils without wrinkles or folds, and shall be anchored on a smooth graded surface approved by the Engineer. The geotextile shall be placed in such a manner that placement of the overlaying materials will not excessively stretch or tear it.

Adjacent geotextile sheets shall be joined by either sewing or overlapping. At roll ends, overlapped seams shall overlap a minimum of 12 inches, except when placed under water, where they shall overlap a minimum of 3 feet. Adjacent rolls shall overlap a minimum of 12 inches.

Care shall be taken during installation to prevent damage to the geotextile as a result of the installation process. Should the geotextile be damaged, a geotextile patch shall be placed over the damaged area extending a minimum of 3 feet beyond the limits of the damage.

Any section of fabric that is damaged shall be repaired in accordance with the manufacturer's requirements and AASHTO M 288 and to the satisfaction of the Engineer or it shall be replaced at no cost to the state.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 698.3 will be measured for payment by the number of Square Yards actually installed at the locations shown on the plans, in accordance with these specifications, or as directed by the Engineer. Overlapping for seams and joints shall be measured as one layer of fabric. Any embedment or wrapping at the toe or top of the slope, applied per manufacturer's installation recommendations or the Engineer's direction shall be measured for payment.

Item shall be paid for at the contract bid price per Square Yard of fabric as listed in the proposal. The price so shall constitute full compensation for furnishing and installing geotextile fabric, all miscellaneous associated assembly material, and all other labor, equipment, material, and incidentals necessary to complete the work as specified and as directed by the Engineer.

ITEM 767.121**SEDIMENT CONTROL BARRIER****FOOT**

The purpose of this item is to provide a linear, compost-filled tube for filtering suspended sediments from storm water flow. This item shall conform to the requirements of Section 751 and 767 of the Standard Specifications and the following.

MATERIALS

Material for the filter tubes shall be compost meeting M1.06.0, except that no manure or bio-solids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Particle size analysis: 98% shall pass through a 3 inch (75mm) sieve; 30-50% shall pass 3/8 inches (10mm) sieve.

Tubes for compost filters shall be a minimum of 12 inches (300 mm), a maximum of 18" (450mm) in diameter. Tube material shall be a knitted mesh with 1/8" - 3/8" (3-10 mm) openings, and made of biodegradable (cotton or jute) materials. **Photodegradable fabric may be used; however, photodegradable fabric must be removed and disposed of by the contractor, at his expense, at the end of the contract.** Additional tubes shall be used at the direction of the Engineer.

As shown in the detail, the 1 foot (0.2 meters) wide by 2 inch (50 mm) deep wedge of compost spread along the top of the filter tube shall be incidental to this item.

Stakes for anchors, if required, shall be nominal 2 x 2 stakes.

METHODS

Tubes of compost may be filled on site or shipped. Tubes shall be placed, filled and staked in place as required to ensure stability against water flows. All tubes shall be tamped to ensure good contact with soil.

The Contractor shall ensure that the filter tubes function as intended at all times. Tubes shall be inspected after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct all deficiencies, including, but not limited, to washout, overtopping, clogging due to sediment, and erosion. The contractor shall review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or compost material shall be installed as directed by the Engineer. Contractor shall remove sediment deposits as necessary to maintain the filters in working condition. The functional integrity of filter tubes shall be maintained in sound condition at all times. Filter tubes that are decomposing, cut, or otherwise compromised shall be repaired or replaced as directed by the Engineer and be incidental to this item.

Filter tube fabric and stakes shall be removed by the Contractor when site conditions are sufficiently stable to prevent surface erosion, and after receiving permission to do so from the Engineer. All biodegradable tube fabric shall be cut and laid flat in place to decompose on-site.

at the direction of the Engineer. Tube fabric that is not decomposing satisfactorily shall be removed and disposed off-site by the Contractor. At the direction of the Engineer, the Contractor may rake out and seed compost so that it is no greater than 2 inches (50 mm) in depth on soil substrate.

COMPENSATION

Measurement for this item shall be by the FOOT of Compost Filter Tube installed, approved, and maintained in place. Payment shall be the bid price and shall be compensation for all labor equipment and materials necessary to complete the work specified above, including, but not limited to, stakes and tube fabric, compost mulch wedge along top of tubes, removal and disposal of fabric and stakes, raking and seeding of compost.

ITEM 953.1**TEMPORARY SUPPORT OF EXCAVATION****SQUARE YARD**

Work under this Item shall conform to the relevant provisions of Sections 140 and 950, of the Standard Specifications for Highways and Bridges and the following:

Temporary Steel Sheeting shall be used as called for on the Construction Drawings. It shall be removed in its entirety.

Sheeting shall be an inter-locking type. Where steel H-piles (soldier) are shown to inter-connect with steel sheeting an appropriate connection shall be utilized as recommended by the sheeting manufacturer. Contractor may also use steel H-pile (soldier) and timber (lagging) as an option.

Temporary Steel Sheeting shall be designed by the Contractor.

SUBMITTALS

Both the Temporary and Interim Steel Sheeting design and plans shall be completed and stamped by a Professional Structural Engineer registered in Massachusetts. Prior to the installation, the plans and calculations shall be submitted to the Engineer for his information, acceptance, and as evidence that the requirements of these provisions have been fulfilled. Furnishing such plans and calculations shall not relieve the Contractor of the sole responsibility for safety of the public, personnel, equipment, and structures, as well as successful project completion.

The design documents prepared by the Contractor shall show the horizontal and vertical extents of the Temporary and Interim Steel Sheeting, the sizes and dimensions of the components of the system, its proposed method of bracing, construction notes, and any other necessary measures required to allow for the proposed construction. The Temporary and Interim Steel Sheeting shall not be installed until the Contractor's design has been reviewed and accepted by the Engineer. Any work done or materials ordered for the work involved prior to acceptance of the design calculations, plans, and detailed drawings shall be at the Contractor's own risk.

MEASUREMENT AND PAYMENT

The quantity of Temporary Steel Sheeting to be paid for shall be the number of square yards obtained by multiplying the vertical length of sheeting by the horizontal length of sheeting. Steel sheeting shall include all H-piles (soldier) and associated hardware to install the sheeting as shown on the contract drawings. The vertical length of sheeting is measured from the bottom of excavation to the top of existing grade. The horizontal length is shown in the Plans.

Payment under this item will be based on the following percentages: Approved design 10%, installation 60%, and removal 30%.

ITEM 995.01 6'-0" X 8'-0" PRECAST CONCRETE BOX CULVERT LUMP SUM**PRECAST CONCRETE BOX CULVERT (6 FT. SPAN – 8 FT. HEIGHT)**

This work shall consist of designing, fabricating, furnishing, and installing a precast concrete box culvert, precast cut-off and return walls as shown on the Plans.

The culvert sections shall be manufactured in accordance with the applicable requirements of Section 901 of the Standard Specifications, Supplemental Specifications, the Plans, and this Special Provision.

MATERIALS

The following materials shall meet the requirements specified in the following Subsection of Division III, Materials, unless indicated otherwise on the Construction Drawings:

Precast Concrete Box Culvert	M4.02.14
Reinforcing Bars	M8.01.0
Welded Steel Wire Fabric	M8.01.2

Preformed flexible joint sealants between precast units shall be in accordance with AASHTO M 198-B.

Bituminous Damp-proofing shall be in accordance with Section 970 of the Standard Specifications.

The work shall also include the designing, detailing, fabricating and installing of a precast concrete box culvert at the locations indicated on the Contract Plans by the Contractor.

Manufacturers offering prefabricated precast concrete box culvert which meet the basic geometric requirements indicated on the Contract Plans include, but are not limited to, the following:

Old Castle Infrastructure
41 Almeida Road
Rehoboth, MA 02769

Concrete Systems, Inc.
14 Park Avenue
Hudson, NH 03051

Precast concrete box culvert design shall conform to the AASHTO LRFD Bridge Design Specifications 9th edition 2020 and the MassDOT Bridge Design Manual. The design and fabrication shall comply with the following material standards:

- Epoxy coated reinforcing steel bars shall meet the requirements of AASHTO M 31 and AASHTO M 284.

- Cement shall meet the requirements of AASHTO M 85.
- Aggregates shall meet the requirements AASHTO M 6/M 80.
- Air-entraining admixtures shall meet the requirements of AASHTO M 154.
- Admixtures other than the air-entraining shall meet the requirements of AASHTO M 194.
- Concrete minimum compressive strength at 28 days shall be 5000 psi, Type III standard gray cement with local sand and aggregates unless otherwise directed by the Engineer.
- Bituminous damp-proofing shall be Sonneborn Hydrocide 700B and shall meet the requirements of ASTM D1227, Type 2, Class 1, and ASTM D1187 Type 1.

All steel components and fasteners shall be galvanized in accordance with Subsection M7.10.0 of Division III, Materials.

DESIGN

The Contractor shall submit design computations for the culvert units to the Engineer for review and approval. The computations shall be prepared in accordance with the AASHTO LRFD Bridge Design Specifications and the latest MassDOT LRFD Bridge Manual and HL-93 live loading. The calculations shall include load ratings prepared in accordance with the MassDOT Bridge Manual. To expedite the review and approval process, submissions containing computer computations shall include electronic copies of the actual input and output files. The design computations shall consider all loadings as are appropriate for each stage of fabrication, shipment, construction, and upon completion. Design computations and shop drawings shall be prepared and stamped by a Structural Professional Engineer with experience in culvert design and licensed to practice in the Commonwealth of Massachusetts.

Prior to fabrication, eight sets of complete shop drawings showing, as a minimum, the following information shall be submitted to the Engineer for approval:

1. Professional Engineer stamp licensed to practice in the Commonwealth of Massachusetts.
2. Plan layout of the structure indicating the piece mark of each unit.
3. Complete details of all precast units, including all dimensions and tolerances, locations and types of reinforcement, finish treatments, and concrete strengths at lifting and at 28 days.
4. Joint dimensions and details including type and brand of joint sealing materials.
5. Locations and methods of forming lifting holes, type and location of lifting devices, and the method of handling and transporting all precast units to the job site.

The minimum cover of concrete over the reinforcement shall be 2 inches or as indicated on the plans.

MANUFACTURE

Slump and air content tests shall be taken and recorded for every manufactured culvert section along with four (4) test cylinders.

Any of the methods of curing as stipulated in Section M4.02.14 of the Standard Specifications shall be used and the preferred method of curing shall be submitted to the Engineer for approval.

Handling devices shall be permitted in each unit for the purposes of handling and placing. Each culvert cell section shall contain the necessary temporary hardware so it may be connected and drawn and held to the adjacent culvert section. Bolts shall conform to ASTM Designation A307. After the full length of culvert for each stage of construction has been connected and drawn tight as approved by the Engineer, all temporary hardware and bolts shall be removed.

Any inserts on the inside surface of the culvert shall be recessed into the wall and grouted over after assembly in order to maintain a smooth, unbroken inside wall surface. Each culvert section shall contain a suitable number of reinforced lifting fixtures to insure safe and level handling and to prevent any damage during fabrication, handling, transportation and installation.

Unless otherwise shown on the plans, each separate culvert cell section shall have a male and female ship-lap joint with not less than 1-1/2 in. of concrete overlap. Each section shall have one pre-placed 1 in. preformed flexible joint sealant cemented to the joint surface.

Repairs

Culvert sections shall be repaired because of occasional imperfections in manufacture or handling damage and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired sections conform to the requirements of this specification.

Inspection

Inspection shall be performed in accordance with Section M4.02.14 Paragraph G.

Rejection

Culvert sections shall be subject to rejection due to the failure to conform to any of the specification requirements. Individual sections may be rejected because of any of the following:

1. Fractures or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint;
2. Defects that indicate imperfect proportioning, mixing and molding;
3. Excessive honeycombed or open texture;
4. Damaged ends at time of delivery, where such damage would prevent making a satisfactory joint.

Marking

The following information shall be clearly marked on the interior of each section by indentation, waterproof paint, or other approved means:

1. Date of manufacture and lot number;
2. Name and trademark of the manufacturer.

Installation

The precast concrete culvert system shall be installed in a workmanlike manner in accordance with the lines and grades indicated on the Plans and the requirements described in the Plans and specification. The contractor shall supply competent workmen and equipment sufficient to install the sections in a safe, accurate, workmanlike manner.

The Contractor shall ensure the stability of the precast box culvert units during transportation and construction.

Backfilling operations shall not begin until the following check(s) have been made:

1. All joint seals are properly placed.

Backfill shall be paid for under separate items. The backfilling procedures shall be in accordance with Sections 120, 150, and 170 of the Standards.

ITEM 983.522**NATURAL STREAMBED MATERIAL****CUBIC YARD****DESCRIPTION**

The purpose of this item is to provide natural streambed material to naturalize the channel within in limits of the proposed concrete frame, and in the channel where finer sediment is encountered.

The work to be done under this item shall conform to the relevant provisions of Section 983 of the Standard Specifications and the following:

This work shall consist of furnishing and placing streambed material inside, upstream and downstream of a culvert to set the desired channel profile, establish a natural bed, and maintain aquatic organism passage.

The ultimate product will to the extent possible replicate the function and appearance of natural areas of the existing stream adjacent to the culvert.

The streambed material is an important element to comply with environmental permits issued for the project. In order to satisfy those requirements and ensure the restoration is constructed as designed, MassDOT Environmental Services will be providing a Fluvial Geomorphologist (Geomorphologist) to provide on-site oversight and assistance during streambed restoration.

At least 30 days prior to the commencement of construction, the Contractor or Resident Engineer shall coordinate with MassDOT's Geomorphologist. At this meeting, the Geomorphologist will provide an overview of the channel restoration work, and will discuss the Contractor's proposed streambed restoration material source, anticipated means, methods, and schedule.

Related Items:

Stone for Pipe Ends. Shall conform to the requirements of Item M2.02.3 Stone for Pipe Ends and shall be paid for under item 258.

The Geomorphologist will be on site periodically during construction to assist the Contractor and Resident Engineer on installation of the streambed material in accordance with the environmental permits.

MATERIAL

The streambed material is to be installed as depicted on the plans.

Any stone excavated from the existing streambed during the project shall be stockpiled and reused for streambed restoration, provided the excavated stone is characteristic of the existing stream material upstream and downstream of the work area, or meets the below criteria.

If the excavated material is not suitable or there is not enough material, the streambed material shall be locally sourced, rounded river stone, that matches the composition of the native riverbed. The following gradation may be used as a guide.

ITEM 983.522 (Continued)**Streambed Material Gradation**

Stone/Sieve Size % Finer

900 mm (36 inches) 90-100

300 mm (12 inches) 75-90

150 mm (6 inches) 30-75

4.75 mm (No. 4) 4-30

75 µm (No. 200) 0-4

The streambed material shall be well graded and shall be approved by the Resident Engineer and Geomorphologist prior to use.

Stone placed inside of the culvert shall be placed such that the structure is not damaged. Care shall be taken to limit segregation of the materials. Add sand borrow item as needed to seal the bed and prevent subsurface flow. There shall be no subsurface flow upon final inspection.

Larger material will project up through the bed to create habitat and hydraulic roughness.

CONSTRUCTION METHODS

See the plans for construction details for the natural streambed material over the riprap in the culvert, and for the natural material in the channel, as needed.

The streambed material shall fill / choke the voids in the underlying riprap. The riprap shall be choked with finer streambed material and shall consist of a well-graded mix of cobble, gravel, sand and silt that represents the local streambed. Fill voids by hand tamping with metal tamping rods, by shaking stone with the teeth of an excavator bucket, and/or by spraying water to settle fines between large stones. Plate compactors shall not be used. The purpose for filling the voids is to prevent subsurface flow where water disappears into the large voids in the stone fill below the channel bed surface.

The material shall be installed during dewatered conditions in accordance with the environmental permits. Boulders that are part of the natural streambed material shall project above the bed to maintain a natural level of hydraulic roughness and to re-establish fish habitat.

Once all material has been placed in the culvert and approved by the Geomorphologist and Resident Engineer, the Contractor shall restore flow in such a way to slowly wet the stream to minimize the initial sediment pulse. Every attempt shall be made to minimize the downstream movement of sediment.

ITEM 983.522 (Continued)

The final streambed in the culvert and approaches shall look like a natural riverbed, shall match nearby river reaches, and there shall be minimal subsurface flow upon final inspection by the Project Engineer and Geomorphologist.

The Contractor shall submit to the Resident Engineer for approval prior to the start of operations, a placement plan and method of placement.

METHOD OF MEASUREMENT

The quantity of streambed material to be measured for payment will be the number of cubic yards streambed material imported to the site and installed in the complete and accepted work, measured within the limits shown on the Plans or as directed by the Engineer.

BASIS OF PAYMENT

The accepted quantity streambed material will be paid for at the Contract unit price per cubic yard.

Payment will be full compensation for furnishing, transporting, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Measurement and Payment for streambed material will be measured for payment by the cubic yard, complete in place. Streambed material will be paid for at the Contract unit price per cubic yard, which price shall include all labor, materials, equipment, transportation and incidental costs required to complete the work.

Excavation required for the streambed material, including stockpiling of on-site materials, shall be considered as included under the work for this item.

The Geomorphologist will be provided by MassDOT at no cost to the Contractor.

ITEM NO. 991.1 - CONTROL WATER AT STRUCTURE NO. 1

Work under this item shall conform to the applicable requirements of Section 140 of MHSS, amended as follows:

140 - Description: Add the following paragraph:

140.27 – Control Water

The handling of water shall be in accordance with the requirements of Section 140, Article 140.6 E of MHSS.

For the purposes of this specification, such work shall be understood to mean any temporary type of approved protective facility which the Contractor elects to build or use to satisfy, and which does satisfy, the condition that the permanent structures be placed and built in the dry. The handling of flood flows, the protection of existing structures and any or all of the finished construction during high water, as well as the protection of the stream environment and wildlife habitat, are included in the scope of the work under this item.

140 - Construction Methods: Add the following paragraph:

104.64 – Control Water

The Contractor shall investigate and verify existing stream conditions and evaluate the need for and the type of protection and facilities required. All facilities shall be in accordance with the local Inland Wetlands permit, ACOE permit, DEP Flood Management Certification, and any other applicable permits. Before commencing construction, the Contractor shall furnish the Engineer with details of the plan and methods he proposes to use for handling water and accomplishing the work. The furnishing of such plans and methods shall not relieve the Contractor of any of his responsibility for the safety of the work, effectiveness of the temporary protective structures and dewatering facilities, or for the successful completion of the project. In addition, the Contractor may be required to submit and present his plan to the local Inland Wetlands Commission and make any revisions as may be required to comply with the associated permits.

Temporary cofferdams shall be placed within the brook and along the banks to the height and in the approximate locations shown on the plans, as necessary to maintain a dry work zone.

The Contractor shall routinely and after every storm inspect and clean debris and sediment from the channel, as necessary.

Following completion of the precast concrete arch and after stream flow has been returned to its permanent course under the arch, disturbed areas of the roadway embankment and stream banks shall be restored with backfill and vegetation establishment as directed by the Engineer in the field.

Method of Measurement: This work being paid for on a lump sum basis will not be measured for payment.

Basis of Payment: This work will be paid for at the contract lump sum price for "Control Water at Structure" which price shall include all costs of: design, materials, equipment, labor, work, and any related environmental controls used in dewatering operations, which are required for the construction of cofferdams and any repair, correction, adjustment or reconstruction of such cofferdams; removal of obstructions; pumping and dewatering; removal of such cofferdams and related environmental controls used in dewatering operations.

APPENDIX A - BORING LOGS

START 200
END 245

Weston & Sampson
ENGINEERS, INC.

PROJECT
Chapel Road Drainage
Savoy, MA

REPORT OF BORING No. A-1A
SHEET 1 OF 1
Project No. 204206.A
CHKD BY _____

BORING Co. New England Borings

BORING LOCATION _____

See attached plan

FOREMAN TRENT

GROUND SURFACE ELEV. _____

DATUM _____

WSE FIELD REP: WGS

DATE START 7/22/2004

DATE END 7/22/2004

SAMPLER: UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF 2" SPLIT SPOON
DRIVEN USING A 140 lb. HAMMER FALLING 30 in.

CASING: UNLESS OTHERWISE NOTED, DRIVEN USING 300 lb. HAMMER FALLING 24 in.

CASING SIZE: _____ OTHER: _____

GROUNDWATER READINGS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME

DEPTH (feet)	CASING (lb/ft)	SAMPLE				PID (ppm)	SAMPLE DESCRIPTION Burmister Classification	NOTES	STRATUM DESCRIPTION
		No.	PEN/REC (in)	DEPTH (ft)	BLOWS/6"				
5					6/5		BROWN SILT TRACE F SAND 9" PAVEMENT		
			26		3/2				
10			26 1/2		2/11		BROWN SILTY TILL (FILL)		COBBLE @ 7' " @ 8" ← SAME
					4/14				
15			6 1/8"		100/24		BROWN SILT AND BROWN STONE		REFUSAL 10'-8"
20									
25									
30									

GRANULAR SOILS

COHESIVE SOILS

REMARKS:

BLOWS/FT	DENSITY	BLOWS/FT	DENSITY
0-4	V. LOOSE	0-2	V. SOFT
4-10	LOOSE	2-4	SOFT
10-30	M. DENSE	4-8	M. STIFF
30-50	DENSE	8-15	STIFF
> 50	V. DENSE	15-30	V. STIFF
		> 30	HARD

NOTES:

- 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.
- 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG.
FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No. _____

Weston & Sampson
ENGINEERS, INC.

PROJECT
Chapel Road Drainage
Savoy, MA

REPORT OF BORING No. A-18
SHEET 1 OF 1
Project No. 204206.A
CHKD BY _____

BORING Co. New England Borings

BORING LOCATION

See attached plan

FOREMAN DEFT

GROUND SURFACE ELEV.

DATUM

WSE FIELD REP: WGS

DATE START 7/22/2004

DATE END 7/22/2004

SAMPLER: UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF 2" SPLIT SPOON
DRIVEN USING A 140 lb. HAMMER FALLING 30 in.

CASING: UNLESS OTHERWISE NOTED, DRIVEN USING 300 lb. HAMMER FALLING 24 in.

CASING SIZE: _____ OTHER: _____

GROUNDWATER READINGS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME

[illegible]

GRANULAR SOILS		COHESIVE SOILS	
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY
0-4	V. LOOSE	0-2	V. SOFT
4-10	LOOSE	2-4	SOFT
10-30	M. DENSE	4-8	M. STIFF
30-50	DENSE	8-15	STIFF
> 50	V. DENSE	15-30	V. STIFF
		> 30	HARD

REMARKS:

NOTES:

- 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.
- 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No.

START 1230
END 145

Weston & Sampson
ENGINEERS, INC.

PROJECT
Chapel Road Drainage
Savoy, MA

REPORT OF BORING No. A-2

SHEET 1 OF 1
Project No. 204206.A
CHKD BY _____

BORING Co. New England Borings

BORING LOCATION _____

See attached plan

FOREMAN _____

GROUND SURFACE ELEV. _____

DATUM _____

WSE FIELD REP: WGS

DATE START 7/22/2004

DATE END 7/22/2004

SAMPLER: UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF 2" SPLIT SPOON
DRIVEN USING A 140 lb. HAMMER FALLING 30 in.

CASING: UNLESS OTHERWISE NOTED, DRIVEN USING 300 lb. HAMMER FALLING 24 in.

CASING SIZE: _____ OTHER: _____

GROUNDWATER READINGS

DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME

DEPTH (feet)	CASING (lb/ft)	SAMPLE				PID (ppm)	SAMPLE DESCRIPTION Burmister Classification	NOTES	STRATUM DESCRIPTION
		No.	PEN/REC (in)	DEPTH (ft)	BLOWS/6"				
5		24/18			11/16		BROWN SAND		
					11/12				
10		24/18			2/2		BROWN SILTY CLAY		
					5/6				
15		24/0			3/1		MAY BE SILT SOME FINE SAND		LOBBER @ 12'
					2/1				
20		24/9"			14/19		LT BR SAVOY TILL SOME GRAVEL		
					18/17				
25		24			16/16		COMPACT GRAY. F SAND		
					15/21				
30					15/25		COMPACT GREY F. SAND		
					21/27				

GRANULAR SOILS

COHESIVE SOILS

REMARKS:

BLOWS/FT	DENSITY	BLOWS/FT	DENSITY
0-4	V. LOOSE	0-2	V. SOFT
4-10	LOOSE	2-4	SOFT
10-30	M. DENSE	4-8	M. STIFF
30-50	DENSE	8-15	STIFF
> 50	V. DENSE	15-30	V. STIFF
		> 30	HARD

WATER SEAM @ 15' E
DRY AT

NOTES:

- 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL.
- 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG.
FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.

BORING No. _____

ST 9⁰⁰
END 10²⁰

Weston & Sampson ENGINEERS, INC.				PROJECT Chapel Road Drainage Savoy, MA		REPORT OF BORING No. <u>B-1</u> SHEET <u>1</u> OF <u>1</u> Project No. <u>204206.A</u> CHKD BY _____																							
BORING Co. <u>New England Borings</u>				BORING LOCATION <u>See attached plan</u>		GROUND SURFACE ELEV. <u>100 ±</u> DATUM _____																							
FOREMAN <u>TRENT</u>				DATE START <u>7/23/2004</u>		DATE END <u>7/23/2004</u>																							
WSE FIELD REP: <u>WGS</u>																													
SAMPLER: UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF 2" SPLIT SPOON DRIVEN USING A 140 lb. HAMMER FALLING 30 in.						GROUNDWATER READINGS																							
CASING: UNLESS OTHERWISE NOTED, DRIVEN USING 300 lb. HAMMER FALLING 24 in.						<table border="1"><tr><th>DATE</th><th>TIME</th><th>WATER AT</th><th>CASING AT</th><th>STABILIZATION TIME</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>				DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME															
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CASING SIZE: _____ OTHER: _____																													
DEPTH (feet)	CASING (lb/ft)	SAMPLE				PID (ppm)	SAMPLE DESCRIPTION Burmister Classification	NOTES	STRATUM DESCRIPTION																				
		No.	PEN/REC (in)	DEPTH (ft)	BLOWS/6"																								
5							5" PAVEMENT		COBBLE @ 8'																				
			24/18	6"	17/18		BR SAND FOR TR SILT																						
					17/21																								
10			24/15"		3/4		BR SILTY SAND TR GRAVEL																						
					4/4																								
15			24/6"		85/27		BR SAND AND SILT																						
					20/10		AND BROKEN STWRL																						
20			24/9"		55/31		COMPACT GRAY V SAND																						
					24/13																								
25			24/18"		9/13		COMPACT VF SAND																						
					17/16		GRAY																						
30			24/1		12/15		COMPACT VF SAND																						
					16/20		GRAY																						
		GRANULAR SOILS		COHESIVE SOILS		REMARKS:																							
BLOWS/FT		DENSITY		BLOWS/FT						DENSITY																			
0-4		V. LOOSE		0-2						V. SOFT																			
4-10		LOOSE		2-4						SOFT																			
10-30		M. DENSE		4-8						M. STIFF																			
30-50		DENSE		8-15						STIFF																			
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								BORING No. _____																					

Last Modified: 10/23/2025 at 10:00AM EDT

START 9¹⁵
End 10⁰⁰

[illegible]

Weston & Sampson ENGINEERS, INC.						PROJECT Chapel Road Drainage Savoy, MA		REPORT OF BORING No. C1-B SHEET _____ OF _____ Project No. 204206.A CHKD BY _____							
BORING Co. New England Borings							BORING LOCATION See attached plan								
FOREMAN _____							GROUND SURFACE ELEV. _____				DATUM _____				
WSE FIELD REP: WGS							DATE START 7/23/2004				DATE END 7/23/2004				
SAMPLER: UNLESS OTHERWISE NOTED, SAMPLER CONSISTS OF 2" SPLIT SPOON DRIVEN USING A 140 lb. HAMMER FALLING 30 in. CASING: UNLESS OTHERWISE NOTED, DRIVEN USING 300 lb. HAMMER FALLING 24 in.							GROUNDWATER READINGS								
							DATE	TIME	WATER AT	CASING AT	STABILIZATION TIME				
CASING SIZE: _____ OTHER: _____															
DEPTH (feet)	CASING (lb/ft)	No.	PEN/REC (in)	DEPTH (ft)	BLOWS/6"	PID (ppm)	SAMPLE DESCRIPTION Burmister Classification			NOTES	STRATUM DESCRIPTION				
5							WEATHER ROCK @ 13.5' ANMR REFUSAL @ 16.5'								
10															
15															
20															
25															
30															
GRANULAR SOILS			COHESIVE SOILS			REMARKS:									
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY												
0-4	V. LOOSE	0-2	V. SOFT												
4-10	LOOSE	2-4	SOFT												
10-30	M. DENSE	4-8	M. STIFF												
30-50	DENSE	8-15	STIFF												
> 50	V. DENSE	15-30	V. STIFF												
		> 30	HARD												
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START 1030
END 1140

Weston & Sampson ENGINEERS, INC.				PROJECT Chapel Road Drainage Savoy, MA		REPORT OF BORING No. <u>C-2</u>																																																																																																																																																																															
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NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES. TRANSITIONS MAY BE GRADUAL. 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THIS BORING LOG. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS ARE MADE.																																																																																																																																																																																					
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Last Modified: 10/23/2025 at 10:00AM EDT