

TOWN OF DALTON, MASSACHUSETTS
CONTRACT DOCUMENTS
FOR

**Drainage, Resurfacing, and
New Sidewalk Construction,
Orchard Road**

January, 2025

Town of Dalton, Massachusetts
(Owner)

(Contractor)

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General Requirements

SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing the following item will be received at the Office of the Town Manager until the time specified below at which time the proposals will be publicly opened and read:

<u>ITEM</u>	<u>BID OPENING</u>
Bid: Drainage, resurfacing, and new sidewalk construction Orchard Road	1:00 P.M. Thursday, February 27, 2025

Specifications and bid forms may be obtained at the office of the Town Manager after 9:00 A.M. on **Thursday, February 6, 2025** and thereafter between 9:00 A.M. and 4:00 P.M. Monday through Thursday.

Bids will be opened in the Callahan room of the Dalton Town Hall on **Thursday, February 27, 2025** at 1:00 P.M. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

A pre-Bid Conference will be held on **February 13, 2025** at the intersection of Orchard Road and Pease Avenue at **10:00 a.m.**

A performance bond in an amount equal to 100 percent of the total amount of the bid with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract as well as a labor and materials bond in an amount equal to 100 percent of the total bid amount.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including **G.L. c.30, §39M** as amended.

All materials and workmanship shall conform to the Commonwealth of Massachusetts Department of Public Works "Standard Specifications for Highways and Bridges" 1988 Edition as last revised.

All bidders must be OSHA-10 certified.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The Town of Dalton is an affirmative action/equal opportunity owner/purchaser. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

All bidders must be pre-qualified by the Massachusetts Department of Transportation in order to bid on this project.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Dalton, Massachusetts
Thomas Hutcheson,
Town Manager

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Dalton, Massachusetts, herein called the Owner, acting by and through its Town Manager, Thomas Hutcheson, will receive sealed Bids for resurfacing of approximately 1,615 feet of Housatonic Street. Such bids addressed to the Town of Dalton, and endorsed Bid for Housatonic Street resurfacing, will be received at the Office of the Town Manager until **1:00 P.M.** prevailing time, on **Thursday, February 27, 2025** at which time and place said bids will be publicly opened and read aloud.

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. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The Summary of Work may be found in the General Requirements of these Contract Documents and the accompanying plans.

The location, general characteristics, and principal details of the Work are indicated in these documents.

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 Owner or its Engineer, and shall then become a part of the Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, 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. Preparation of Bid

Each bid must be submitted on the prescribed form. 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, his 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.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

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

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, to all prospective bidders and the last of which will be mailed not later than five days prior to the date established for submission of bids. All bidders shall include with their bids the written acknowledgement form provided in Section 00300, FORM OF GENERAL BID.

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.

5. Telegraphic Modification

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

The telegraphic 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 telegraphic communication.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him 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.

The Owner may make such investigations as he 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.

7. Conditions of Work

Each bidder must familiarize himself fully with 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 his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. 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.

Every request for such interpretation should be in writing addressed to SK Design Group, Inc., 2 Federico Dr., Pittsfield, MA and to be given consideration must be received at least seven 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 mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), not later than five days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his 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. 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.

10. 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.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. Attention is directed to Section 00850 and to other applicable sections of this specification.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her 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, his/her bid deposit will be returned.

13. 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 his bid.

14. 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 him or obtained in any examination made by him in any manner as a basis of or ground 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 structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. 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 00020, INVITATION TO BID. Such checks 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 checks 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 the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to 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, or the Owner may waive such omissions, conditions or irregularities.

The Owner also reserves the right to reject the bid of any bidder that the Owner considers to be unqualified based on the criteria set forth in Article 6 herein.

17. Time for Completion

The bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

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

In the event that there is a discrepancy in Section 00300, 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 consideration of the qualifications of the bidder and the bidder's agreements, as hereinabove set forth and as set forth in Section 00300, FORM OF GENERAL BID.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law.

20. 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.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

State schedules of prevailing wage rates are included in Appendix A of the contract documents.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the Supplemental General Conditions and in such form as shall protect him performing work covered by this Contract, or the Town of Dalton and its employees, agents and officials, from all claims and liability for damages for bodily

injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

24. Affirmative Action/Equal Employment
Opportunity Laws and Regulations

The Town of Dalton is an affirmative action/equal opportunity owner/purchaser. The bidder's attention is directed to all applicable State Laws, Town Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of a bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the Town to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

SECTION 00300

FORM OF GENERAL BID

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 Dalton, Massachusetts (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for Drainage, resurfacing, and new sidewalk construction, Orchard Rd., 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 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 proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within thirty (30) consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of (\$500.00) Dollars for each consecutive calendar day thereafter as hereinafter provided in Section 00700 GENERAL CONDITIONS.

*Insert corporation, partnership or individual as applicable.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder agrees to perform the base bid work described in the specifications and shown on the plans for the following unit prices:

Item No.	Estimated Quantity	Brief Description of Item Unit Bid Price in Words	Unit Bid Price in Figures	Amount in Figures
----------	--------------------	--	------------------------------	----------------------

Bid items:

1.a.	1 LS	Mobilize		
		Per Lump Sum		

2.a	1 LS	General clearing (for drain outlet at river)		
		Per Lump Sum		

2.b	11,000 SY	Re-claim existing bituminous concrete pavement		
		Per Square Yard		

2.c	80 LF	Demolish existing bituminous concrete curb		
		Per Linear Foot		

Sub-Total Page 2 _____

2.d	15 EA	Remove and re-set sign or mailbox		
		Per Each		
2.e	5 EA	Demolish existing catch basin (or drop inlet structure)		
		Per Each		
2.f	1 EA	Demolish top portion of drain manhole & fill with gravel		
		Per Each		
2.g	1 EA	Demolish concrete steps		
		Per Each		
3.	100 LF	Silt Fence		
		Per Linear Foot		
4.a	11,000 SY	Fine grade and compact (roadway only)		
		Per Square Yard		
4.b	15 CY	Boulder excavation (1½ CY and greater)		
		Per Cubic Yard		
4.c	20 CY	Ledge (trench)		
		Per Cubic Yard		

Sub-Total Page 3

5.a.	10 GL	Asphalt Tack Coat			
		Per Gallon			
5.b.	30 LF	Remove and re-set vertical granite curb			
		Per Linear foot			
5.c.	2420 TON	New bituminous concrete pavement (road and driveways)			
		Per Ton			
5.d.	80 LF	New 6" extruded bituminous concrete curb (Type 2)			
		Per Linear Foot			
5.e.	20 LF	Paved Waterway (includes demolition of exist.)			
		Per Linear Foot			
6.a.	40 EA	Adjust water gates, service boxes to grade			
		Per Ea			
6.b.	5 EA	Adjust existing manholes/ catchbasins to remain to grade			
		Per Ea			
7.a.	45 LF	12" ADS drain			
		Per Linear Foot			

Sub-Total Page 4

7.b	375 LF	24" ADS drain			
		Per Linear foot			
7.c	985 LF	30" ADS drain			
		Per Linear foot			
7.d	1 EA	New catch basin			
		Per Each			
7.e	1 EA	New 4'-0" diameter drain manhole (DMH)			
		Per Each			
7.f	5 EA	New 5'-0" diameter drain manhole (DMH)			
		Per Each			
7.g	4 EA	New drop inlet			
		Per Each			
7.h	1 EA	New catch basin Frame and Grate			
		Per Each			
8.	7600 LF	Pavement striping – All			
		Per Linear foot			
			Sub-Total Page 5		

9.a	400 CY	Furnish and spread topsoil (from off-site sources)			
		<u>Per Cubic Yard</u>			
9.b	5000 SY	Seed and mulch			
		<u>Per Square Yard</u>			
10.	1 EA	Cement concrete steps			
		<u>Per Each</u>			
11.	10 EA	Riverfront Pantings			
		<u>Per Each</u>			
12.	540 SY	Bituminous concrete sidewalk (BASE BID ITEM)			
		<u>Per Square Yard</u>			
13.	100 SF	4-inch rigid insulation			
		<u>Per Square Feet</u>			
14.	300 Hours	Policing by Town of Dalton Police Dept. (Sixty dollars and no Cents per hour)			
		<u>Sixty Dollars and no Cents</u>	\$ <u>60.00</u>	\$ <u>18,000</u>	

Sub-Total Page 6 _____

Sub-Total Page 1 _____

Sub-Total Page 2 _____

Sub-Total Page 3 _____

Sub-Total Page 4 _____

Sub-Total Page 5 _____

Sub-Total Page 6 _____

TOTAL BASE BID PRICE _____

D. Alternate Bid Items:

A. 1277 SY New bituminous concrete sidewalk between Main Street and Housatonic River *and* between #250 Orchard Road and Route 8.

Add: _____
Per Square Yard

B. 1277 SY New *cement* concrete sidewalk between Main Street and Housatonic River *and* between #250 Orchard Road and Route 8. (**cost-difference only** versus bituminous concrete)

Add: _____
Per Square Yard

C. 540 SY New cement concrete sidewalk between Housatonic River and #250 Orchard Road only (**cost-difference only** versus bituminous concrete)

Add: _____
Per Square Yard

TOTAL BID \$ _____

Material price adjustments:

This contract is subject to price adjustments for liquid asphalt and diesel fuel and gasoline.

- For liquid asphalt, the base for this project is **\$560.00** per ton;
- For diesel fuel the base price will be **\$TBD** per gallon;
- For gasoline the base price will be **\$TBD** per gallon;
- For Portland Cement the base price will be **\$425.53** per ton.

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 30 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 and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00610 PERFORMANCE BOND, 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).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
a.					
b.					
c.					
d.					
e.					
f.					

4. Bank reference _____
 _____ (Name)
 _____ (Bank)
 _____ (Address)
 _____ (Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes Required under law.

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 in the work.

The undersigned Bidder hereby certifies he/she will comply with the Commonwealth of Massachusetts' Modified Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program and the Special Provisions of Participation by Minority and Women Business Enterprises, as applicable, as well as with all other applicable Federal, State and Local equal employment opportunity, affirmative action, minority/women's business enterprise laws, rules, regulations and policies.

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.

Respectfully submitted:

Date: _____

By: _____
 (Signature)

 (Name of Bidder)

(SEAL - if bid is by
 a corporation)

 (Title)

 (Business Address)

 (City and State)

 (Telephone Number)

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____,

20____, by and between the party of the first part, the Town of Dalton, hereinafter called "OWNER," acting herein through its _____, and the party of the second part, _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation) located in the *(City) (Town) of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

Drainage, resurfacing, and new sidewalk construction, Orchard Road

hereinafter called the project, for the sum of:

_____ Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Owner.

*Strike out inapplicable term.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project within one-hundred fifty (150) consecutive calendar days of the date of the Notice to Proceed.

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$ 500.00 for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Section 00700 GENERAL CONDITIONS.

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals are applicable to the total dollars paid to the construction contract. The goal for this project is a minimum of 13.0 percent combined MBE/WBE by certified service providers. The Bidder shall submit completed forms (EEO-DEP-190 & EEO-DEP-191) with the bid. Failure to comply with the requirements of this paragraph may be deemed to render a proposal nonresponsive. No waiver of any provision of this section will be granted unless approved by the Executive Office of Housing and Economic Development (EOHED). This project is funded by the EOHED MassWorks Infrastructure Program.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL CONDITIONS, and to make payments on account thereof as provided in the Estimates and Payments Paragraph of Section 00700 GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of Dalton, Massachusetts
(Owner)

By _____

(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

Approved as to Form:

(City and State)

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am
(Secretary of the Corporation)

the duly qualified and acting Secretary of _____
(Name of Corporation)

and I further certify that a meeting of the Directors of said Company, duly called and held on
_____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that:

1. It intends to use the following listed construction trades in the work under the contract

2. Will comply with the minority workforce ratio and specific affirmative action steps contained herein; and
3. Will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized
Representative of Contractor

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that:

1. It intends to use the following listed construction trades in the work under contract

2. Will comply with the minority workforce ratio and specific affirmative action steps contained herein; and
3. Will obtain from each of its subcontractors prior to the award of any subcontract under this contract the subcontractor's certification required by these bid conditions.

Signature of Authorized
Representative of Subcontractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter
(City and State)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction described as follows:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal Secretary) By _____
Principal

(Address-Zip Code)

(SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

Surety
By _____
(Attorney-in-Fact)

(Address-Zip Code)

(SEAL)
Witness as to Surety

(Address-Zip Code)

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

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter
(City and State)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal Secretary) By _____

(Address-Zip Code)

Witness as to Principal (SEAL)

(Address-Zip Code)

ATTEST:

Surety

By _____
(Attorney-in-Fact)

(Address-Zip Code)

Witness as to Surety (SEAL)

(Address-Zip Code)

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

CERTIFICATE OF INSURANCE

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of _____ (OWNER) and

- 1. Name of Insured _____
- 2. Address of Insured _____
- 3. Location and Description of Work _____
 _____ Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

Policy Number	Effective Date	Expiration Date	Each Occurrence		Aggregate	
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)						
			\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

B. Comprehensive General Liability

_____ \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations
 4. Contractual as Below 5. Independent Contractors
 6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability

	Each	Each	Each
Including: 1. All Owned	Person	Accident	Accident
2. Hired	\$1,000,000	\$1,000,000	\$1,000,000
3. Non-owned			

D. Worker's Compensation

Compensation Statutory State(s)
 Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability

_____ \$ _____ Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form

_____ \$ _____
As Specified in Contract or Agreement

CONTRACTUAL LIABILITY

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, and hold harmless OWNER and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense(s) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or any of its consultants, agents or employees by any employee of CONTRACTOR, and subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Policies B, C, D, and E shall remain in effect during the one year correction period.

Such insurance as is herein certified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor cancelled without 30 days advance notice by registered mail to OWNER. _____

Authorized Representative Signature
(Include Evidence of Authorization)

Address

SECTION 00700

GENERAL CONDITIONS

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Section 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplemental and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all applicable laws, ordinances and regulations. A Modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Owner or (4) a written order for a minor change in the Work issued by the Owner pursuant to Paragraph 12.3. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The

Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 "OR EQUAL"

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the Owner, are equal in quality, durability, appearance, strength, design and performance to the articles or materials named or described and will perform adequately in providing a first-class facility.

When submitting shop drawing information on articles or materials which are being proposed as substitutes for specified items, the Contractor shall clearly identify them as such. If the articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified shall be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings shall be subject to the approval of the Owner and the installation of the article shall not proceed without first obtaining said approval.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than quadruplicate by the Owner and Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2

2.1 ADMINISTRATION OF THE CONTRACT

2.1.1 The designated representative of the Owner or its Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Owner's Representative or Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.1.2 The Owner shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Owner may perform its functions under the Contract Documents.

2.1.3 Based on the Owner's observations and an evaluation of the Contractor's Applications for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.1.4 The Owner will render information necessary for the proper execution or progress of the Work within twenty (20) days of any request by the contractor or in accordance with any time limit agreed upon.

2.1.5 The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. Any such rejection of work shall not relieve the Contractor of the responsibility for maintaining protection of the Work and the Owner's property.

2.1.6 The Owner or its Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.1.7 The Owner will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

2.1.8 The Owner will conduct inspections to determine the date of Substantial Completion and Final Completion, will review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative, which for this Project shall be the Town of Dalton.

3.1.2 The Engineer for the Project shall be SK Design Group, Inc.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the time of execution of the Agreement and any subsequent Change Orders, certify for the Contractor that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

3.2.2 The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.2.3 Except as provided in Subparagraph 4.7.1. Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5 The Owner will furnish the Contractor with 2 copies of all Drawings and Specifications and revisions issued during the progress of the Work; all additional copies will be furnished upon request at the cost of reproduction.

3.2.6 The Owner, through its designated agent or Engineer, shall forward all instructions directly to the Contractor.

3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or fails to carry out the Work in accordance with the Contract Documents or if the Owner shall for

any other reason so require, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or until further written notice from the Owner; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner. If such stoppage is required through no fault of the Contractor, the Contract Time (and the dates for achieving Substantial Completion and Final Completion) shall be extended by a period equal to the period of the stoppage, and the Contractor shall be compensated for its reasonable and justifiable costs incurred as a result of such stoppage.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, perform such work or cause such work to be performed and/or make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of

correcting such deficiencies, including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover the amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner for any damage resulting from errors, inconsistencies or omissions in the Contract Documents which he discovers but shall be liable for damage to the extent he reasonably should have but failed to discover such errors, inconsistencies or omissions. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the Premises during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, or by inspection, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor,

materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and service necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him including all persons on the Site controlled directly or indirectly by the Contractor.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new and of recent manufacture unless otherwise permitted in writing by the Owner and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 The Contractor shall pay all applicable sales,

consumer, use and other similar taxes for the Work or portion thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise expressly provided in the Supplemental General Conditions, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

4.7.2 The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Contract.

4.7.3 If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work which he knows

or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 SUPERINTENDENT

4.8.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9 PROGRESS SCHEDULE

4.9.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.10 DOCUMENTS AND SAMPLES AT THE SITE

4.10.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings,

Product Data and Samples. These shall be available to the Owner upon completion of the Work.

4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

4.11.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.11.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.11.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples or the Engineer's approval of the same unless the Contractor has specifically informed the Owner or Engineer in writing of such deviation at the time of submission and the Owner or Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility from errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

4.11.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner or its Engineer on previous submittals.

4.11.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner or Engineer. All such portions of the Work shall be in accordance with approved submittals.

4.12 USE OF SITE

4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.13 CUTTING AND PATCHING OF WORK

4.13.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.13.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

4.14 CLEANING UP

4.14.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project in full compliance with all applicable laws and regulations as well as all his tools, construction equipment, machinery and surplus materials and the Project shall be thoroughly cleaned and ready for immediate occupancy by the Owner.

4.14.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.15 COMMUNICATIONS

4.15.1 The Contractor shall forward all communications to the Owner through its Project Manager.

4.16 ROYALTIES AND PATENTS

4.16.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

4.17 INDEMNIFICATION

4.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and

(2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.17.

4.17.2 In any and all claims against the Owner the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.17 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.17.3 The obligations of the Contractor under this paragraph 4.17 shall not extend to the liability of the Owner, the Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) written directions or instructions given by the Owner, the Engineer, their agents or employees, provided they are the sole cause of the injury or damage.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representatives. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will reply to the Contractor in writing within twenty (20) days stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed

person or entity.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make availability to each proposed Subcontractor,

prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors. The Contractor shall be fully responsible to the Owner for the acts and omissions of all Subcontractors and other entities or persons directly or indirectly employed by him to perform the Work. If requested by the Owner, the form and substance of any Subcontract with the Contractor shall be subject to the prior written consent of the Owner, which consent shall not be unreasonably withheld or delayed.

ARTICLE 6

6.1 WORK BY OWNER OR BY SEPARATE CONTRACTORS OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term

Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor cause damage to the work or property of the Owner, or to other work on the site, the

Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitrations costs which the Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up and charge the cost thereof to the contractors responsible therefor.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts. All applicable provisions of Federal, state, or local laws, by-laws, rules, or regulations are incorporated into the Contract as if fully set forth herein,

and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. Written Notice to the Owner shall be delivered to the Superintendent of Public Works, Town Hall, 465 Main St., Dalton, MA 01226.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such

other party within a reasonable time after the first observance of such injury or damage. The reasonable time shall not exceed fourteen days.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Contractor shall furnish a Performance Bond in an amount at least equal to fifty percent (100 %) of the Contract price as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than fifty percent (100%) of the Contract price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law, and in a form acceptable to the Owner, and shall remain in effect through the one-year warranty period.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, except as otherwise set forth therein.

7.6.2 No action or failure to act by the Owner, the Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence

in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner and Engineer timely notice of its readiness so the Owner and Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities which are normal and customary for the type of work required by the Contract. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. All testing methods, organizations, and personnel shall be approved by the Owner or Engineer before the start of testing Work, without regard to what party will ultimately pay for such Work.

7.7.2 If the Owner or Engineer determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, it will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Owner's additional services made necessary by such failure;

otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Owner and Engineer.

7.7.4 If the Owner or Engineer is to observe the inspections, tests or approvals, he will do so promptly and, where practicable, at the source of supply.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto. Time is of the essence with regard to completion of the Work required by the Contract.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is substantially complete, in accordance with the Contract Documents, other than only custom punch list items, the lack of or completion of which will not interfere with the Owner's use, so the Owner can lawfully occupy and utilize the Work or

designated portion thereof for the use for which it is intended. The Date of Final Completion of the Work is the date on which the Owner issues its final Certificate for Payment in accordance with Paragraph 9.9.1 hereof.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, and Final Completion thereafter in accordance with the provisions of the Contract Documents.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or Engineer or by any employee of the Owner or Engineer, or by any separate contractor employed by the Owner or Engineer, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's or its Subcontractor's control, or by delay authorized by the Owner, then, provided such delay in no way results from the act or neglect of the Contractor or any of its Subcontractors, the

Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Owner not more than seven (7) days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretation until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.4 LIQUIDATED DAMAGES

8.4.1 If the 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 part 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 Contract shall be in default after the time stipulated in the Contract for completing the work.

The said amount 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 in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

8.4.2 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if 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.

8.4.3 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:

1. to any preference, priority or allocation order duly issued by the Government;
2. 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; and
3. to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (1.) and (2.) of this article:

8.4.4 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.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used only as a basis for the Contractor's Application for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 The Contractor shall submit to the Owner an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as provided elsewhere in the Contract

Documents for the period ending the 25th day of each month within the Contract period.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall assume responsibility to protect all such materials from loss or damage at no cost to the Owner, until they are finally incorporated into the Work, whether or not they have been paid for by the Owner.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any

other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES OF PAYMENT

9.4.1 The Owner will, within ten days after the receipt of the Contractor's Application for Payment, issue a Certificate for Payment to the Contractor for such amount as the Owner determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on its observations at the site as provided in Subparagraph 3.2.7 and the data comprising the application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Document upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Owner shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the

construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents. The Owner reserves the right to a 5% general retainage from each progress payment, which retainage shall be released to the Contractor upon substantial completion.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.

9.5.4 The Owner shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any

progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Owner shall decline to certify payment and withhold its Certificate in whole or in part, to the extent necessary reasonably to protect itself. If the Owner is unable to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which it determines is properly due. The Owner may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in its opinion to protect itself from loss because of:

- .1 defective work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- .5 damage to the Owner or another Contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or

.7 material failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not issue a Certificate for Payment, through no fault of the Contractor, within ten days after receipt of the Contractor's Application for Payment, then the Contractor may, upon ten additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable and justifiable costs of shut-down, delay and start-up, which shall be effected by appropriate Change order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Owner a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Owner on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare for a Certificate of Substantial Completion which shall establish the Date of Substantial

Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibility assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and Certification by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, it will promptly issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and

noted in said final Certificate, is due and payable. The Owner's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been fully paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as the written document described in Paragraph 13.2.2, receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is delayed for more than ninety (90) days through no fault of the Contractor or by the issuance of Change

Orders affecting final completion, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted, provided that the remaining balance for Work not fully completed or corrected shall not be less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special warranties required by the Contract Documents.
- .5 obligations under the Performance and Payment Bonds.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled prior to the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- .1 all employees on the Work and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3., except damage or loss solely attributable to the acts or omissions of the Owner, the Engineer or anyone directly or indirectly employed by the Owner or Engineer, or by anyone for whose acts the Owner or Engineer may be liable, and not attributable to the acts or omissions of the Owner, the Engineer or anyone directly or indirectly employed by them, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligation under Paragraph 4.13.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employees benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Owner. Certificates of renewal shall be delivered to the Owner at least fifteen (15) days prior to the expiration date of any insurance policy. The Contractor shall not commence the Work until all insurance required hereunder shall have been obtained and approved by the Owner, and the Contractor shall not permit any Subcontractor or Sub-subcontractor to commence work until all insurance required of them shall have been similarly obtained and approved.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Owner may, at its option, purchase and/or maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner does not intend to purchase or maintain such insurance for the full insurable value of the entire Work, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2. This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging towers, and other property

owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

11.3.2 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require of separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.2.

11.3.3 The Owner as trustee shall have power to adjust and settle any loss with the insurers.

11.3.4 The construction site may be occupied by the Owner during the Work. Insurance shall not lapse or be cancelled on account of this occupancy. The insurance certificates required under this contract shall include this requirement.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDER

12.1.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

12.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: actual cost of materials, including sales tax and cost of delivery; labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums, rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Owner's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost. When both additions and credits covering related Work or

substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 Unit prices are stated in the Bid Form and the Contract shall include all costs of the Contractor to the Owner as listed in Paragraph 12.1.4. No additional charges shall be allowed for these items under any circumstances.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in his Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in

an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation by the Owner or Engineer, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Owner and Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order, and shall be binding on the Owner, Engineer and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the work should be covered contrary to the request of the Owner or to requirements

specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Owner or Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Owner's additional services made necessary thereby.

13.2.2 The Contractor shall provide a document to the Owner certifying that if within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or

within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or requiring excessive service or maintenance or not in accordance with the Contract Documents, the Contractor shall correct it within seven (7) days after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such approval, which written acceptance shall specifically refer to such defect. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition. The provisions of this paragraph are in addition to, and not in limitation of, the Owner's other rights and remedies hereunder and in law and equity.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraph 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Owner in writing.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.3.1, 12.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost

of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Owner's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect

to his obligation other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a decision of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Owner has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner unjustifiably has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery,

including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 To the extent permitted by law, if the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he refuses or fails, repeatedly except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt proper payment to Subcontractors for materials or labor, or disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction, or otherwise fails to comply with any provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Owner's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation to pay said amount to the Contractor or to the Owner, as the case may be, shall survive the termination of the Contract.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

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1. INTRODUCTION

The following supplements modify, change, delete from or add to Section 00700 GENERAL CONDITIONS. Where any Subsection of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

2. In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commission of the Department of Labor and Industries for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.
3. The Insurance provisions of Article II of The General Conditions are amended by adding the following requirements:

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Dalton and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- (A) For liability for bodily injury, including accidental death, \$1,000,000 for any one person and \$1,000,000 on account of one occurrence and \$3,000,000 Aggregate Limit.
 - (B) For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 Aggregate Limit. Extra-territorial clause shall be included.
- 1.) Worker's Compensation insurance as required by the General Laws of the Commonwealth of Massachusetts.

- 2.) Bodily Injury Premise-Operations, Contractor's Protective and Completed Operations Public Liability Insurance in the amounts required in (A) above.
- 3.) Property Damage Premises-Operations, Contractor's Protective and Completed Operations Public Liability Insurance in the amounts required in (B) above.
- 4.) Bodily Injury Liability Insurance covering the operation of all motor vehicles owned by the Contractor and vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work under this Contract, in the amounts required in (A) above.
- 5.) Property Damage Liability Insurance covering the operation of all motor vehicles owned by the Contractor and vehicles not owned by the Contractor while such vehicles are being operated in connection with prosecution of the work under this Contract, in the amounts required in (B) above.
- 6.) Contractual Liability Insurance covering the liability assumed by the Contractor in the amounts required under (A) and (B) above.
- 7.) Owner's Protective Insurance secured by the Contractor on behalf of the Town of Dalton which will directly protect the Town and/or its employees, agents and officers from liability for bodily injuries, including accident death, in the amounts required in (A) above, and for property damage in the amounts required in (B) above.

All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Dalton or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract.

4. Modified Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program and the Special Provisions for Participation by Minority and Women Business Enterprises.

The Contractor shall abide by the Commonwealth of Massachusetts' Modified Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program and the Special Provisions of Participation by Minority and Women Business Enterprises, as applicable, as well as with all other applicable Federal, State and Local equal employment opportunity, affirmative action, minority/women's business enterprise laws, rules, regulations and policies.

SECTION 00850
**Excerpts from Chapter 149 and Chapter 30 of the
Massachusetts General 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. "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. "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 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 male veterans as defined in clause Forty-third of section seven of chapter four, 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, and every contract for such work shall contain a provisions to this effect..."

Section 34. "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. "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. "Every contract for the construction, alteration, maintenance, repair of 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 employed by him in such city or town."

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

Section 39F. "(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 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 replay 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)."

Section 39G. "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 even 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 certificate 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 provisions authorizing the awarding

authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or other.

"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 hereinabove 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 not 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 periodic, 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. In the case of periodic payment, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claim 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 percent of the approved amount of any periodic payments, 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 percent 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 39K. "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 public body, shall contain the following paragraph: Within

fifteen-days (twenty-four-days in the case of the commonwealth) 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, 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 less (2) a retention for direct payments to subcontractors based on demand 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 corrected 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 subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each filed 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."

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 any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with

sections three and five of chapter one hundred and eighty-one and the date of such compliance, 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(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 (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 or 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."

Section 39N. "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 390. "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....

"(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. "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, or 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 39R(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 section thirty-nine M of chapter thirty, sections forty-four A through H, inclusive, of chapter one hundred and forty-nine and sections thirty B through thirty P, inclusive, of chapter seven.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven and any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine, which is for an 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/her 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/she has made and sets forth his/her 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 officer, 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 B through thirty P, inclusive, of chapter seven, and pursuant to section thirty-nine M of chapter thirty or to section forth-five 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 awarding authority, office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his/her subcontractors that directly pertain to, and involve transactions relating to, the contractor or his/her 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/her description the date of the change and reasons therefor, and shall accompany said descriptions 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 field 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 awarding authority and the deputy commissioner of capital planning and operations 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 deputy commissioner for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The deputy commissioner of capital planning and operations 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 40. "Bonds give 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.

EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor and each Subcontractor shall comply with the provisions of the Governor's "Executive Order No. 74", dated July 20, 1970, entitled the "Governor's Code of Fair Practices", as amended by the Governor's "Executive Order No. 116", dated May 1, 1975; with the Fair Employment Practices Law of Massachusetts, as amended; with the Rules and Regulations of the Massachusetts Commission Against Discrimination, as in force at the date hereof; and with all other applicable municipal, state and federal laws and regulation regarding equal employment opportunity.

APPENDIX A

Specifications

SECTION 01010

SUMMARY OF WORK

1. GENERAL SCOPE OF WORK

A. The Work under the Base Bid of the Contract consists of:

1. Erect DEP File number sign at wetland area.
2. Install and maintain erosion-controls throughout construction.
3. Clear and grub areas to be occupied by new roadway, sidewalks, and utilities. Note: Some selective clearing shall be performed (wherever possible) to preserve existing vegetation.
4. Reclaim or demolish existing bituminous concrete (where shown) and other items as necessary to complete the work of this contract.
5. All earthwork, including excavation, filling, and grading as necessary to construct the roadways, sidewalks, etc.
6. Install a complete drainage system, including catch basins, manholes, drop inlets, piping, outlet protection, etc.
7. Construct bituminous concrete roadway including gravel, sidewalk, striping, etc.
8. Remove and re-set existing signs as required.
9. Install concrete stairs to house where noted.
10. Install new sidewalks where indicated.
11. Paint all roadway centerlines, crosswalks, and stop lines.
12. Screen and place loam in all disturbed areas.
13. Perform miscellaneous clean up work.
14. All work either shown on the Drawings or included in the specifications is to be performed unless specifically indicated as not to be done.

B. In addition, the Work under the Contract includes:

1. Work outside the limit of work as called for in the Contract Documents and as required for the performance of the Work.

2. The restoration of any items damaged or destroyed by encroaching upon areas outside the limit of work.
3. Providing and restoring, where appropriate, all temporary facilities.

2. TIME OF COMPLETION

- A. In accordance with Article 14 of the General Conditions, the Work shall start at the date stated in the Notice to Proceed and shall be substantially complete within 155 consecutive calendar days (see Contract).

END OF SECTION

SUMMARY OF WORK
01010-2

SECTION 01040
EXISTING CONDITIONS

1. GENERAL PROVISIONS

A. The Conditions of the Contract and other Sections of Division I, General Requirements apply to this section.

2. EXISTING CONDITIONS

A. Before submitting a bid, the Contractor shall make a thorough examination of the conditions at the site, checking the requirements of the Plans and Specifications with the existing conditions.

B. No claim for extra compensation or extension of time will be allowed on account of the Contractor's failure to estimate properly the quantities, locations, and measurements of all items required to complete the work which could be discerned from visiting the site.

C. The Contractor shall report any discrepancies to the Engineer and request an interpretation.

3. SUBSURFACE DATA

A. No test pits were performed for this project.

END OF SECTION

EXISTING CONDITIONS
01040-1

SECTION 01050
CONDUCT OF THE WORK

1. GENERAL PROVISIONS

- A. The Conditions of the Contract and other Sections of Division I, General Requirements apply to this section.

2. PROJECT MANAGEMENT

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. Unless specifically authorized by the Owner, in writing, the work must be conducted between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 4:30 p.m. on Saturday. No work is to be done on holidays or Sundays other than for emergencies.
- C. The Contractor is responsible for the security of partially completed work until the project is accepted by the Owner.

3. COORDINATION

- A. The Contractor must retain on the Work during its progress a competent full time representative, satisfactory to the Owner. This representative shall not be changed, except with the consent of the Owner. The representative shall be in full charge of the work and all instructions given to this person by the Engineer shall be binding.
- B. The Contractor must supply to the Owner the home (or cellular) telephone number of a responsible person or persons who may be contacted during non-work hours for emergencies on the Project.

4. OWNER'S COOPERATION

- A. The Owner shall assist the Contractor to perform the Work by removing obstructions that may be in the Contractor's way, upon proper notice from the Contractor.

5. COMPLIANCE WITH ORDER OF CONDITIONS

- A. The Contractor shall be responsible for complying with certain other environmental "conditions" as specified in the Order of Conditions (appended herewith).

END OF SECTION

CONDUCT OF WORK
01050-1

SECTION 01300

SUBMITTALS - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

1. RELATED DOCUMENTS

- A. This Section supplements Article 6 of the General Conditions.
- B. Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.

2. GENERAL PROCEDURES FOR SUBMITTALS

- A. **Timeliness** - The Contractor shall transmit each submittal to the Engineer sufficiently in advance of performing related Work or other applicable activities so that the installation is not delayed by processing times, including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Engineer in advance of the Work.
- B. **Sequence** - The Contractor shall transmit each submittal in a sequence which will not result in the Engineer's approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.
- C. **Contractor's Review and Approval** - Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Engineer. Submittals shall be accompanied by a transmittal notice stating name of Project, date of submittal, "To", "From" (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section, or Drawing No. to which the submittal refers, purpose (first submittal, resubmittal), description, remarks, distribution record, and signature of transmitter.
- D. **Engineer's Action** - The Engineer will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:
 - 1. **Final Unrestricted Release:** Where marked "Approved" the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
 - 2. **Final-But-Restricted Release:** When marked "Approved as Noted" the Work may proceed provided it complies with the Engineer's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend on these compliance's.
 - 3. **Returned for Resubmittal:** When marked "Revise and Resubmit" or "Disapproved" the Work covered by the submittal (such as purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay, in accordance with the Engineer's notations stating the reasons for returning the submittal.
- E. **Processing** - All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract shall be included in the Contract Sum.

SUBMITTALS
01300-1

3. OR EQUALS

- A. Definition - Whenever a specification section names one or more brands for a given item, and the Contractor wishes to submit, for consideration, another brand, the submission shall be considered an "or-equal" or a "material substitution". For the purposes of this Contract, the terms "or-equal" and "material substitution" shall be considered synonymous.
- B. In no case may an item be furnished on the Work other than the item named or described, unless the Engineer, with the Administrator's written concurrence, shall consider the item equal to the item so named or described.
- C. The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Engineer at the expense of the Contractor submitting the substitution.
- D. The Engineer and/or the Department may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor shall bear full cost for providing, delivering, and disposal of all such samples.
- E. The Contractor shall assume full responsibility for the performance of any item submitted as an "Or-Equal" and assume the costs of any changes in any Work, which may be caused by such substitution.
- F. Or Equal Approval Process - On the transmittal, or on a separate sheet attached to the submission, the Contractor shall direct attention to any deviations, including minor limitations and variations, from the Contract Documents.
 - 1. The Contractor shall submit to the Engineer for consideration of any or-equal substitution a written point-by-point comparison containing the name and full particulars of the proposed product and the product named or described in the Contract Documents.
 - 2. Such submittal shall in no event be made later than 120 calendar days prior to the incorporation of the item into the Work. In any case in which the time period specified in the Contract Documents from the Notice to Proceed to Substantial Completion is less than 120 days, this requirement can be waived by the Engineer.
 - 3. Upon receipt of a written request for approval of an or-equal substitution, the Engineer shall investigate whether the proposed item shall be considered equal to the item named or described in the Contract Documents. Upon conclusion of the investigation, the Engineer shall promptly advise the Contractor that the item is, or is not, considered acceptable as on Or-Equal substitution. Such written notice must have the concurrence of the Administrator.
 - 4. SUBMISSION OF SHOP DRAWINGS
 - A. Shop Drawings shall be complete, giving all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.
 - B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.

- C. The Engineer reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Engineer's stamp.
- E. The Contractor shall submit to the Engineer one legible, reproducible transparency and two black line prints of each shop drawing. Transparency and prints shall be mailed or delivered in roll form. Each submittal shall be accompanied by a transmittal notice.
- F. When the transparency is returned by the Engineer with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit a transparency and two prints thereof to the Engineer for approval. This procedure shall be repeated until the Engineer's approval is obtained.
- G. When the transparency is returned by the Engineer with the stamp "Approved" or "Approved as Corrected", the Contractor shall provide and distribute the prints for all Contractor and Subcontractors use, and in addition submit, within 10 calendar days after approval, 4 prints to the Engineer.
- H. The Contractor shall maintain one full set of approved shop drawings at the site.

5. SUBMISSION OF PRODUCT DATA

- A. The Contractor shall submit 3 copies of Product Data to the Engineer. All such data shall be specific, and identification of material or equipment submitted shall be clearly marked in ink. Data of general nature will not be accepted.
- B. Product Data shall be accompanied by a transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself, in a location, which will not impair legibility.
- C. Product Data returned by the Engineer as "Disapproved" shall be resubmitted in 3 copies until the Engineers approval is obtained.
- D. When the Product Data are acceptable, the Engineer will stamp them "Approved" or "Approved as Corrected", retain 1 copy, and return 2 copies to the Contractor. The Contractor shall provide and distribute additional copies as may be required to complete the Work.
- E. The Contractor shall maintain one full set of approved, original, Product Data at the site.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

1. GENERAL REQUIREMENTS

- A. The Contractor shall be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such prior to Substantial Completion must be with the concurrence of the Engineer. The Contractor bears full responsibility for re-providing any facility removed prior to Substantial Completion
- B. Removal of all temporary facilities shall be a condition precedent to Substantial Completion unless directed otherwise by the Engineer or specifically noted in the specifications.
- C. The Contractor must comply with all safety laws and regulations of the Commonwealth of Massachusetts, the United States Government, and local government agencies applicable to Work under this contract.

2. FIELD OFFICES

- A. The Contractor is *not* required to provide an office trailer at the site.

3. TEMPORARY TOILETS

- A. The Contractor shall provide and service an adequate number of toilet booths with chemical type toilets.
- B. The toilets shall be erected in a location approved by the Owner and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and state health requirements.
- C. Under no circumstances will the Contractor's personnel be allowed to use on-premise toilets.

4. TEMPORARY CONSTRUCTION FENCE

- A. The Contractor shall be responsible for providing and maintaining temporary fencing or barricades around the construction as may be necessary to assure the safety of all persons authorized or unauthorized. Such protective measures shall be located and constructed as required by local, state, and federal ordinances, laws, codes, or regulations.

5. TEMPORARY STRUCTURES AND MATERIAL HANDLING

- A. The Contractor shall provide such storage sheds, temporary buildings, or trailers as required for the performance of the Contract.

TEMPORARY FACILITIES

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- B. Materials shall be handled, stored, installed, cleaned, and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with manufacturer's specifications and directions.
- C. The Contractor must obtain the permission of the Owner for the use of any storage facilities available on site, but the Owner assumes no responsibility for articles stored.

6. TEMPORARY ELECTRICITY

- A. The Contractor may make use of the electricity available at the site, metered and paid for by the Owner, provided that the Contractor shall supply proper adapters and extension cords.
 - 1. Where heavy duty electric equipment drawing current in excess of 15 amperes is involved, the Contractor shall provide temporary service to supply the power.
 - 2. The temporary electric service shall include, but not be limited to labor, materials, and equipment necessary to supply temporary power of adequate capacity for the project.
 - 3. Transformers and meters, when required by the power company, will be furnished by the power company and the contractor shall pay the costs therefore.

7. WEATHER PROTECTION

- A. The Contractor shall assume the entire responsibility for weather protection during construction (until Substantial Completion), and shall be liable for any damage to any Work caused by failure to supply proper weather protection and proper ventilation.
- B. Work damaged by frost shall be removed and replaced by and at the Contractor's expense and as directed by the Engineer.
- C. It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the Contractor to the execution of the Work. This provision shall not constitute any waiver, release, or lessening of the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.

END OF SECTION

TEMPORARY FACILITIES
01500-2

SECTION 01510

PROTECTION

1. PROTECTION OF PERSONS & PROPERTIES

- A. The existing roads will be in use during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the users during construction.
- B. Any damage to buildings, roads, (public and private), fences, lawn areas, trees, shrubbery, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.
- C. The Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work at no expense to the Owner. All repair and replacement work shall match the existing in kind and appearance.
- D. When practical, the Contractor shall section off the work area with orange construction fence (or barrels).

2. TEMPORARY PROTECTION

- A. The Contractor shall protect excavations, trenches, buildings, and materials at all times from rain water, ground water, backing-up, or leakage of sewers, drains, or other piping, or from water damage of any origin. Provide all pumps, piping, coverings, and other materials and equipment as required by job conditions to accomplish this requirement.

3. ACCESS

- A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored, or work is in progress. In situations where only one (1) lane of travel is provided, the Contractor shall provide flagmen to direct local traffic.

4. SECURITY

- A. The Contractor shall be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.
- B. Where excavation is involved, the Contractor shall be responsible for providing continuous watchmen service as necessary, to insure adequate protection of the general public.

5. POLICING

- A. When so directed, the contractor shall make arrangements in obtaining police assistance and shall pay all expenses incurred, including the salaries of police officers. The police shall at all times be subject to the direction and control of the contractor.

PROTECTION
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- B. The following construction activities shall require mandatory police control:
 - a. Placement of bituminous concrete pavement on roads and driveways
 - b. Installation of drain lines
 - c. Reclaiming operations
- C. The intent is to insure public safety by police direction of traffic. Police are not to serve as watchmen to protect the contractor's equipment and material.
- D. Nothing contained herein shall be construed as relieving the contractor of any of his responsibility for protection of persons and property under the terms of the contract.
- E. All payments to police for work under this contract shall be in accordance with section 34B of Chapter 149 of the General Laws of the Commonwealth of Mass.

5. NOISE AND DUST CONTROL

- A. The Contractor shall take special measures to protect the residents, neighbors, and general public from noise, dust, and other disturbances by keeping common pedestrian and vehicular circulation areas clean and unobstructed. Sodium chloride shall be applied to all exposed surfaces of the roadway and building pads if these surfaces are expected to be left for more than five (5) days during dry or windy periods. This procedure shall be repeated during prolonged periods of dry or windy conditions.

6. WIND PROTECTION

- A. Should high wind warnings be issued by the U.S. Weather Bureau, the Contractor shall take every precaution to minimize danger to persons, to the Work, and to the adjacent property.

7. WEATHER PROTECTION

- A. The Contractor shall provide Weather Protection as required by Specification Section 01500 Temporary Facilities and any other specific requirements of the Contract Documents.

END OF SECTION

PROTECTION
01510-2

SECTION 01520

CLEANING UP

1. RELATED DOCUMENTS

- A. This section supplements Article 6.17 of the General Conditions.
- B. Consult the individual sections of the specifications for cleaning of Work installed under those sections.

2. CLEANING DURING CONSTRUCTION

- A. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- B. Do not burn or bury rubbish and waste materials on the site.
- C. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- D. Do not dispose of wastes into streams or waterways.
- E. Maintain the Site free from accumulations of waste, debris, and rubbish.
- F. Provide on-site containers for collection of waste materials and rubbish.
- G. At the end of each day, remove and legally dispose waste materials and rubbish from site.
- H. Disposal of materials shall be in compliance with all applicable laws, ordinances, codes, and by-laws.

3. FINAL CLEANING

- A. Prior to submitting a request to the Engineer to certify Substantial Completion of the Work, the Contractor shall inspect all areas and verify that all waste materials, rubbish, tools, equipment, machinery, and surplus materials have been removed, and that all sight-exposed surfaces are clean. Leave the Project clean and ready for use.
- B. All catch basins, culverts, etc., that contain more than 3" of silt or debris shall be cleaned prior to acceptance of the work.

END OF SECTION

CLEANING UP
01520-1

SECTION 01700

PROJECT CLOSEOUT

1. RELATED DOCUMENTS

- A. This section supplements the General Conditions.
- B. Consult the individual sections of the specifications for specific items required under those sections.

2. SUBSTANTIAL COMPLETION

- A. Prior to requesting Substantial Completion as provided in the General Conditions the Contractor shall make a thorough inspection of the Work. During this inspection the Contractor shall prepare a comprehensive list of all items remaining to be completed or corrected. This list shall include all remaining Contractor and Subcontractor items to be provided under the Contract Documents.
- B. Upon completion of the items noted on the Contractor's list the Contractor shall notify the Engineer that the Work is Substantially Complete. The Engineer shall then conduct a similar thorough inspection. If the Engineer agrees that the Work is Substantially Complete, the Engineer will promptly make a thorough inspection and prepare a punch list, setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable or incomplete. The Contractor shall coordinate all Subcontractors to achieve prompt completion of the punch list.
- C. The Contractor shall not be relieved of the responsibility to provide Contract items left off of the Engineer's punch list.
- D. If the Engineer determines that the Work is not Substantially Complete, the Engineer shall inform the Contractor of those items that must be completed before the Engineer will prepare a punch list. Upon completion of those items, the Contractor shall again request the Engineer to prepare a punch list.
- E. When the punch list has been prepared, the Engineer will arrange a meeting with the Contractor and Subcontractors to identify and explain all punch list items and answer questions on work that must be done before final acceptance.
- F. The Engineer may revise the punch list, from time to time, to ensure that all items of Work are properly completed.

3. RECORD DRAWINGS

- A. Consult the individual sections of the Specifications for the specific requirements of those sections. In cases of inconsistency the more stringent requirement, as directed by the Engineer, shall be required.

PROJECT CLOSEOUT
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- B. Prior to final payment and completion, the Contractor shall provide all marked up As Built Drawings as required under other sections of the Specifications.
- C. As-Built Drawings shall contain, at a minimum, an exact location of any water mains and drain lines not otherwise visible. The plans shall be neat and legible with distances marked in red. Any changes made to the Drawings during construction shall also be noted.

4. FINAL CLEANING

- A. Remove all silt from all new catch basins, manholes, detention basins and drainpipes.
- B. Remove all silt fence, orange construction fence and temporary anti-siltation structures.

5. FINAL COMPLETION

A. Related Requirements:

- 1. The Contractor's attention is directed to Article 14.13 of the General Conditions.

B. Full Release of Retainage:

- 1. Upon completion of all work, and after receipt of all appropriate marked up As Built Drawings, Operating Manuals, Warranties, Guarantees, and Spare Parts required by the Contract Documents, the Engineer shall prepare the Certificate of Final Completion.
- 2. The Contractor shall provide a final Application for Payment to complement the close-out process.

END OF SECTION

PROJECT CLOSEOUT
01700-2

SECTION 01720

SURVEYS AND RECORD DRAWINGS

1. STAKEOUT

- A. All bench marks were established from the USGS Mean Sea Level Datum of 1929 and are indicated on the plans. The bench marks shall be used to maintain vertical control and the accuracy of the work shall be the sole responsibility of the Contractor.
- B. Stakeout will be the responsibility of the Contractor. The Engineer will provide a CAD file of the project for use by the contractor.
- C. The Contractor shall be required to maintain sufficient checks of all staking to eliminate misalignment either horizontally or vertically, whether through error in original staking or subsequent staking.
- D. All pipes and structures shall be set using appropriate batter boards and lines or other acceptable means. Elevations of inverts of existing manholes and inlets shall be checked prior to beginning an excavation and any discrepancies from those shown on the Drawings shall be immediately called to the attention of the Engineer.
- E. All manhole covers shall be set parallel to and exactly flush with the adjacent surface.
- F. Tolerances for all construction from established lines or grades shall be as follows:

Manholes:	Top	+0.0 - 0.0
	Inverts	±0.04 Feet
Street Grades:		±0.08 Feet (finish)

2. RECORD DRAWINGS

- A. Record Drawings shall consist of all the Contract Drawings.
- B. From the sets of drawings furnished by the Owner, the Contractor shall reserve one set for record purposes.
- C. The Contractor shall keep his marked-up As-built set on the site at all times and note on it in colored ink or pencil, neatly and accurately, at the end of each working day, the exact location of their work as actually installed. This shall include the location and dimensions of underground and concealed Work, and any engineering variations from the Contract Drawings. All changes, including those issued by Addendum, Change Order, or instructions by the Engineer shall be recorded. Marked-up As-built drawings shall be prepared for the entire project and include all Work, including but not limited to:

SURVEYS AND RECORD DRAWINGS

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1. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at one-hundred (100) foot intervals and at all changes of direction.
 2. The tolerance for the actual location of these items on the marked-up As-built Drawings shall be plus or minus two (2) feet.
- D. The Owner or Engineer may periodically inspect the marked-up As-built drawings at the site. The proper and current maintenance of the information required on these drawings shall be a condition precedent to approval of the monthly applications for payment.
- E. At Substantial Completion the Contractor shall submit the complete set of marked-up As-built drawings to the Owner or Engineer. The Contractor shall check all marked-up As-builts prepared by subcontractors and certify in writing on the title sheet of the drawings that they are complete and correct, prior to submission to the Engineer or Owner.
- F. The Engineer or Owner shall review the marked-up As-built drawings and verify by letter that the Work is complete. The Engineer or Owner shall incorporate all changes onto the original drawings.
- G. Submission of accurate marked-up As-built drawings and their approval by the Engineer or Owner shall be a condition precedent to final payment.

END OF SECTION

SURVEYS AND RECORD DRAWINGS
01720-2

SECTION 02100

SITE PREPARATION

PART 1 GENERAL

1.1 CONTRACT REFERENCE

- A. Attention is directed to the Contract and General Conditions and all Sections within Division 1 - General Requirements that are hereby made a part of this Section of the Specifications.

1.2 RELATED SECTIONS

- A. Documents affecting the work of this Section include but are not necessarily limited to the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications.

1.3 SUBMITTALS

- A. No submittals are required for this Section.

1.4 CONSTRUCTION AREA DEFINED

- A. The Work of this Section shall include the area contained by "Limit of Work" boundaries established by drawings, plus such additional areas as are damaged by construction-related activities, including construction access and storage, and installation of utilities.

PART 2 PRODUCTS

2.1 FENCING

- A. Orange construction fence or barrels.

2.2 PROTECTIVE DEVICES

- A. Barricades, signs, light and other devices used for protection and warning shall conform to governing codes and regulations.

PART 3 EXECUTION

3.1 PROTECTION

- A. Install and maintain through the duration of this contract barricades, guards, warning lights, fences, signs and other protection devices as required by state and local authorities.
- B. Protect overhead and underground utilities, sidewalks, drains, curbs, trees (including roots), shrubs, ground cover, benchmarks, monuments, other reference points, adjacent buildings, materials, property owned by others that are to remain.

SITE PREPARATION

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- C. Protected items and areas, if disturbed or destroyed, shall be replaced as directed. Contractor shall bear responsibility for, and replacement cost of, damage arising from all operations connected with work.
- D. Demolish existing site improvements as shown on drawings, including pavement, curb, and any other existing improvements in the areas where construction will occur or as directed by the Engineer or Owner.
- E. Execute work in a cautious manner. Maintain barriers, fences and lights as conditions require.
- F. Dispose of material removed off site in a legal manner.
- G. Remove and dispose of snow fence used for tree protection, off site, only after authorization from the Engineer at the end of this contract.

3.2 REMOVAL OF EXISTING SITE IMPROVEMENTS

- A. WARNING: Call Dig-Safe 72 hours before digging 1-800-922-4455.
- B. Prior to removal or demolition, notify appropriate utility companies to disconnect, cap and plug utility services.

END OF SECTION

SITE PREPARATION
02100-2

SECTION 02226

BORROW MATERIALS

PART 1 GENERAL

1.1 CONTRACT REFERENCE

- A. Attention is directed to the Contract and General Conditions and all Sections within Division 1 - General Requirements, which are hereby made a part of this Section of the Specifications.

1.2 SECTION INCLUDES

- A. Gravel borrow used as sidewalk base.
- B. Ordinary borrow used as trench backfill.
- C. Crushed stone used for pipe bedding and manhole base.

1.3 RELATED SECTIONS

- A. Section 02220 - Excavation, Backfilling and Compacting
- B. Section 02740 - Storm Sewer Collection System

1.4 REFERENCES

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. Commonwealth of Massachusetts Department of Public Works "Standard Specifications for Highways and Bridges", 1988 Edition.
- C. American Association of State Highway Transportation Officials (AASHTO) - Soil Classification and Gradation.

1.5 SUBMITTALS

- A. Provide representative samples of borrow material taken from the source. Tag, label and package the sample as requested by the Engineer. Provide access to the borrow site for field evaluation and inspection.
- B. Provide sieve analysis of all borrow material taken from the source. Provide standard Proctor Density analysis for all borrow material taken from the source. Analysis is to be done by certified laboratory and is subject to verification by the Engineer. Laboratory costs for the analysis shall be the responsibility of the Contractor. One copy of the results is to be sent to the Engineer and one copy to the Contractor.

BORROW MATERIALS

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PART 2 PRODUCTS

2.1 GRAVEL BORROW FOR SIDEWALK BASE

- A. Gravel borrow shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings, and deleterious materials. Gravel borrow shall meet the requirements of Section M1.03.0 (as listed below) of the Commonwealth of Massachusetts "Standard Specifications for Highways and Bridges", 1988 Edition and any revisions thereto. Gravel borrow may come from roadway reclaiming process.
- B. Gradation requirements for gravel shall be determined by AASHTO-T11 and T27 and shall conform to the following:

<u>Sieve</u>	<u>Percent Passing</u>
1/2 inch	50-85
No. 4	40-75
No. 50	8-28
No. 200	0-10

Maximum size of stone in gravel shall be as follows:

Type a	6" largest dimension
Type b	3" largest dimension
*Type c	2" largest dimension

*Type c shall be required for all new paved areas and sidewalk base.

2.2 ORDINARY BORROW

- A. Ordinary borrow for trench backfill shall consist of a material satisfactory to the Engineer and not specified as gravel borrow or other particular kind of borrow. This material shall have the physical characteristics of soils designated as group A-1, A-2-4 or A-3 under AASHTO-M145 as outlined in Tables 1 and 2. It shall have properties such that it may be readily spread and compacted for the formation of embankments. The borrow shall not include rocks with a major dimension greater than 8".

<u>TABLE 1</u> Classification of Soils and Soil-Aggregate Mixtures	
General Classification	Granular Material (35% or less passing 0.075 mm)
Group Classification	A-1
Sieve Analysis. Percent Passing:	
2.00 mm (No. 10)	---
0.425 mm (No. 40)	50 max.
0.075 mm (No. 200)	25 max.
Characteristics of Fraction passing 0.425 mm (No. 40)	
Liquid Limit	---
Plasticity Index	6 max.
General Rating as Subgrade	Excellent to Good

TABLE 2
CLASSIFICATION OF SOILS AND SOIL AGGREGATE MIXTURES

General Classification	Granular Material (35% or less passing 0.075 mm)	
Group Classification	A-3	A-2 A-2-4
Sieve Analysis. Percent Passing:		
2.00 mm (No. 10)	---	---
0.425 mm (No. 40)	51 min.	---
0.075 mm (No. 200)	10 max.	35 max.
Characteristics of Fraction passing 0.425 mm (No. 40)		
Liquid Limit	---	40 max.
Plasticity Index	N.P.	10 max.
Usual Types of Significant Constituent Materials	Fine Sand	
General Rating as Subgrade	Excellent to Good	

2.3 CRUSHED STONE FOR PIPE BEDDING, MANHOLE BASE AND OTHER AREAS

- A. Crushed stone for pipe bedding shall meet the requirements of Article M2.01.4 of the "Massachusetts Specifications for Highways and Bridges" 1988 Edition and any revisions thereto including Table 3 - Grading Requirements. Crushed stone for manhole bases shall meet the requirements of Article M2.01.1.

TABLE 3
GRADING REQUIREMENTS
(M2.01.1 to M2.01.6)

Tabulation of Stone Sizes
Percent by Weight Passing Through

Square Opening Sieve	M2.01.1 and M2.01.2	M2.01.3	M2.01.4	M2.01.5	M2.01.6
	1½ in.	1¼ in.	¾ in.	½ in.	¼ in.
2½ in.					
2 in.	100				
1½ in.	95-100	100			
1¼ in.		85-100			
1 in.	35-70		100		
¾ in.	0-25	10-40	90-100		
5/8 in.				100	
1/2 in.		0-8	10-50	85-100	100
3/8 in.			0-20	15-45	85-100
No. 4			0-5	0-15	20-50
No. 8				0-5	0-15
No.16					0-5

PART 3 EXECUTION

3.1 INSTALLATION

- A. Gravel borrow is intended to be used under all pavements and sidewalks (to supplement reclaimed materials).
- B. Ordinary borrow backfill is intended to be used in trench backfill areas.
- C. Crushed stone for pipe bedding and manhole bases.
 1. Crushed stone for pipe bedding shall be laid to 6-inches above the pipe. Ordinary borrow may be used for the remaining trench depth.
 2. Crushed stone for manhole bases shall be laid so as to have a final minimum thickness of 12-inches (6-inches within rock excavation).

END OF SECTION

BORROW MATERIALS
02226-4

SECTION 02500

PAVING AND SURFACING

PART 1 GENERAL

1.1 CONTRACT REFERENCE

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 SECTION INCLUDES

- A. The scope of work consists of all materials, labor and services required for all Paving and Surfacing work, including all items incidental thereto, as specified herein and as shown on the Drawings.
- B. Include the following:
 - 1. Bituminous concrete roadway pavement.
 - 2. Bituminous concrete driveway pavement.
 - 3. Traffic marking paint.

1.3 RELATED SECTIONS

- A. Section 02100 - Site Preparation
- B. Section 02220 - Excavating, Backfilling and Compaction
- C. Section 02226 - Borrow Materials

1.4 REFERENCES

- A. A.S.T.M. - American Society for Testing and Materials
- B. A.A.S.H.T.O. - American Association of State Highway and Transportation Officials
- C. S.S.H.B. - Standard Specifications for Highways and Bridges, the Commonwealth of Massachusetts, Department of Public Works, latest edition

1.5 SUBMITTALS

- A. Comply with pertinent provisions of Section 01300.

1.6 WARRANTY

- A. One-Year Guarantee - Any failure of the newly paved (and patched) surfaces that occurs during the life of this Contract, and for a period of one year after final acceptance of the work, shall be repaired and/or replaced at the expense of the Contractor provided such failure is related to a defect in material installed and/or workmanship performed by the Contractor.

PART 2 PRODUCTS

2.1 GRAVEL BASES

- A. Reference to gravel base material for all paving and surfacing shall conform to the gradation requirements specified in Section 02226, BORROW MATERIALS.

2.2 ASPHALT TACK COAT

- A. Asphalt tack coat (if required) shall conform to the MHD Standard Specifications for Highways and Bridges (S.S.H.B.), Section M3 for Asphalt Tack Coat.

2.3 BITUMINOUS CONCRETE

- A. Bituminous concrete shall be Hot Mix Asphalt Pavement, conforming to description of Massachusetts Standard Specifications for Highways and Bridges (S.S.H.B.), Section 460 for Binder Course and Top Course and in accordance with Division III, Section M, Materials.

2.4 TRAFFIC MARKING PAINT

- A. Parking stripes for parking areas shall be fast drying white, yellow, and/or blue traffic paint conforming to S.S.H.B., Division III, Sections M7.01.07, M7.01.10, and M7.01.11.

PART 3 EXECUTION

3.1 RECLAIMED BASE COURSE

- A. Prior to scarifying and pulverizing the existing pavement, the Contractor shall locate and protect exiting drainage and utility structures and underground pipes, culverts, conduits and other appurtenances. Upon removal of the frame or top section, the remaining part of the structure shall be immediately covered with a steel plate.
- B. The Contractor shall submit to the Owner/Engineer for approval, a description of equipment and the process to be used for scarifying and pulverizing the existing pavement. The pulverizing operation shall be controlled in such a manner that the resultant material will be free from excessive fine material (material passing the No. 200 sieve). The Owner/Engineer will determine the acceptable level of fine material.
- C. The use of a power grader for scarifying the existing pavement and underlying material shall be acceptable. The existing surface and underlying material shall be scarified to a minimum depth of 12-inches or as otherwise established by the Owner/Engineer in the field and pulverized and mixed to produce a consistent homogenous material, 100 percent passing the 3-inch sieve and without an excess of material passing the No. 200 sieve.

If the Owner/Engineer directs, Gravel Borrow (Type b) shall be blended with the pulverized material in quantities to be established by the Owner/Engineer to produce a uniform blend suitable for use as base course. It is intended that all surplus material, as may be generated during the reclaiming process, be removed from the site.

- D. Unsuitable material, if encountered in the subgrade, shall be removed to the lines and depths established by the Owner/Engineer and replaced with Gravel Borrow conforming to the requirements of Subsection M1.03.0, Type b.
- E. The mixed and/or blended base course material shall be spread and compacted in accordance with the requirements of paragraph 2 below to the widths, depths and crowns established by the Owner/Engineer.

3.2 FINE GRADING AND COMPACTING

- A. The use of a power grader for spreading the mixed and/or blended base course material shall be acceptable. Compaction shall be obtained using a vibratory drum roller with a minimum weight at the drum of 10,000 pounds and a minimum dynamic force of 5,000 pounds. The maximum thickness of layers after compaction shall be 12-inches. The mixed and/or blended base course material shall be placed to the lines and grades established by the Owner/Engineer in the field within a tolerance of 3/8 inch above or below the established cross-sectional elevations and to a maximum irregularity not exceeding 3/8 inch under a 10-foot line longitudinally. Suitable watering devices shall be available at the source of supply and on the project for use as directed by the Owner/Engineer to provident segregation in transit during spreading and to obtain proper density and stability of the mixture. Each layer of reclaimed base course material shall be compacted to not less than 95 percent of the maximum dry density of the material as determined by AASHTO Test Designation T99 compaction test method at optimum moisture content.

3.3 BITUMINOUS CONCRETE PAVING FOR PARKING AREAS AND ROADWAY

- A. General - This work shall consist of constructing two (2) courses of bituminous concrete on an approximate sixteen (16) inch graded gravel base. The gravel base shall be created by reclaiming the existing surface to a depth of 12-inches (min.).
- B. Roadway and driveway paving shall consist of two (2) courses Class I, Type I-1, bituminous concrete pavement constructed on the prepared and approved base. The binder course shall be mixed with coarse aggregate and have a minimum compacted thickness of two and one half (2 ½) inches. The wearing course shall be "Top Course" as specified in M3.11.03 of the S.S.H.B. and have a compacted minimum thickness of one and one-half (1½) inch. The methods of construction shall conform to the applicable requirements of Section 460 of S.S.H.B.
- C. The contact surfaces of curbing, castings, and other structure surfaces shall be painted with a tack coat.
- D. Mechanical, self-powered pavers shall meet the requirements of Subsection 460.63 of the Standard Specifications of the Mass Highway.
- E. After the paving mixture has been properly spread, initial compaction shall be obtained by the use of power rollers weighing not less than 240 pounds per inch width of tread.

- F. Final compaction of the surface shall be accomplished by rollers weighing not less than 285 pounds per inch width of tread. Along curbs, structures and all places not accessible with a roller, the mixture shall be thoroughly compacted with tampers. Such tampers shall not weigh less than 25 pounds and shall have a tamping face of not more than 50 square inches. The surface of the mixture after compaction shall be smooth and true to the established line and grade.
- G. When the air temperature falls below 50 degrees F., extra precautions shall be taken in drying the aggregates, controlling the temperatures of the materials and placing and compacting the mixtures.
- H. No mixtures shall be placed when the air temperature is below 40 degrees F or when the material on which the mixtures are to be placed contains frost or has a surface temperature not suitable.
- I. No vehicular traffic or loads shall be permitted on the newly compacted pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. If the climatic or other conditions warrant it, the period of time before opening to traffic may be extended.

Pavement thickness shall be as measured after compaction.

3.3 TRAFFIC MARKING PAINT

- A. Traffic marking paint shall be applied to the completed surface of the roadway surface designating lane lines, legends, parking cells or crosswalks complete as specified and in strict compliance with manufacturer's recommendations and as directed by the Engineer.

END OF SECTION

SECTION 02720
PRECAST CONCRETE STRUCTURES, FRAMES AND COVERS

PART 1 GENERAL

1.1 CONTRACT REFERENCE

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby, made a part of this Section of the Specifications.

1.2 SECTION INCLUDES

- A. Furnish all labor, material, equipment and incidentals required to install the precast concrete structures, frame and cover, rungs and all appurtenances all as shown on the Plans and as specified herein.

1.3 RELATED SECTIONS

- A. Documents affecting work of this Section include, but are not necessarily limited to the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications.
- B. Section 02200 - Excavating, Backfilling and Compaction

1.4 REFERENCES

- A. ASTM C478 - Specification for Precast Reinforced Concrete Manhole Sections.
- B. ASTM C32 - Specification for Sewer and Manhole Brick (made from clay or shale).
- C. ASTM C139 - Specification for Concrete, Masonry Units for Construction of Catch Basins and Manholes.
- D. ASTM C140 - Specification for Sampling and Testing Concrete Masonry Units.

1.5 SUBMITTALS

- A. Submit to the Engineer shop drawings as provided in Section 01300, showing details of construction, reinforcing, joints, manhole rungs, and manhole frame and cover.

1.6 QUALITY ASSURANCE

- A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer, or other representative of the Owner. Such inspection may be made at the place of manufacture, or on the work site after delivery, or at both places, and the materials shall be subject to rejection at any time on account of failure to meet any of the Specification requirements; even though samples may have been accepted as satisfactory at the place of manufacture. Material rejected after delivery to the job shall be marked for identification and shall be removed from the job at once. All materials, which have been damaged after delivery will be rejected, and if already installed, shall be acceptably repaired, if permitted, or removed and replaced, entirely at the Contractor's expense.

- B. At the time of inspection, the materials will be carefully examined for compliance with latest ASTM designation specified and these Specifications, and with the approved manufacturer's drawings. All manhole sections shall be inspected for general appearance, dimension, "scratch-strength", blisters, cracks, roughness, soundness, etc. The surface shall be dense and close-textured.
- C. Imperfections in manhole sections may be repaired, subject to the approval of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi at 7 days and 5,000 psi at 28 days, when tested in 3-in by 6-in cylinders stored in the standard manner. Epoxy mortar may be utilized for repairs subject to the approval of the Engineer.

PART 2 PRODUCTS

2.1 PRECAST CONCRETE STRUCTURES

- A. Precast concrete sections shall conform to Specifications for Precast Reinforced Concrete Structures as manufactured by Arrow Concrete Products or equal.
 - 1. The wall thickness shall not be less than as specified by the manufacturer.
 - 2. All sections shall be cured by an approved method and shall not be shipped nor subjected to loading until the concrete compressive strength has attained 3,000 psi and not before 5 days after fabrication and/or repair, whichever is longer.
 - 3. Precast sections with precast top slabs and precast concrete transition sections shall be designed for a minimum of H-20 loading plus the weight of the soil above at 120 pcf.
 - 4. The date of manufacture and the name and trademark of the manufacturer shall be clearly marked on each precast section.
 - 5. Pipe connections will be flexible rubber (sewer) or mortar (drain) as shown on the Plans.
 - 6. The exterior of all sections shall be coal-tar epoxy coated.

2.2 BRICK MASONRY

- A. Bricks for building up and leveling manhole frames shall conform to ASTM C32 Grade MS.
- B. Mortar used in the brickwork shall be composed of one part Type II Portland cement conforming to ASTM C150 to two parts sand to which a small amount of hydrated lime not to exceed 10 lbs. to each bag of cement shall be added.
- C. The sand used shall be washed, cleaned, screened, sharp and well graded as to different sizes and with no grain larger than will pass a No. 4 sieve. It shall be free from vegetable matter, loam, organic or other materials of such nature or of such quantity as to render it unsatisfactory.

- D. The hydrated lime shall also conform to ASTM C207.

2.3 MANHOLE FRAME AND COVER

- A. The manhole frames and covers shall be of good quality, strong, tough, even grained cast iron smooth, free from scale, lumps, blisters, and sand holes and defects of any kind which render them unfit for the service for which they are intended. The manhole cover and frame seat shall be machined to a true surface and shall provide pickholes for lifting. Drain manhole cover shall have the word "DRAIN" cast in 3-inch letters. The casting shall be thoroughly cleaned and subject to hammer inspection. Before shipment from the foundry, the casting shall be given one coat of coal tar pitch varnish, which shall present a casting that is smooth and tough, but not brittle. Cast iron shall conform to ASTM A48, Class 30.
- B. Drain manhole frame and cover shall be Neenah Enterprises, model 1642 or equal.
- C. Catchbasin frame and grate shall be Neenah Enterprises, Catalog No. 3405-W or equal.

2.4 JOINTING PRECAST CONCRETE SECTIONS

- A. Tongue and groove joints of precast sections shall be sealed with a preformed flexible joint sealant. The preformed flexible joint sealant shall be Kent Seal No. 2 as manufactured by Hamilton-Kent; Ram-Nek as manufactured by K.T. Snyder Company; or equal.

2.5 MANHOLE RUNGS

- A. Manhole rungs shall be either of cast aluminum alloy 6061-T6, drop front design, 14 inches wide with an abrasive step surface or of steel reinforced, copolymer, polypropylene plastic. The manhole rungs shall conform to the requirements of OSHA.

2.6 DAMPPROOFING

- A. The dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A.C. Horn, Inc.; RIW Marine Liquid by Toch Brothers, or equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Structure Installation

1. Structure shall be constructed to the dimensions shown on the Drawings and as specified in these Specifications. All work shall be protected against flooding and flotation.
2. Precast concrete sections shall be set so as to be vertical and with sections in true alignment with a ¼-in. maximum tolerance to be allowed. The joints of precast sections shall be sealed with a preformed flexible joint sealant used in sufficient quantity to fill 75% of the joint cavity. The outside and inside joint shall be filled with non-shrink mortar and finished flush with the adjoining surfaces. Backfilling shall be done in a careful manner, bringing the fill up evenly on all sides. The Contractor shall install the precast sections in a manner that will result in a watertight joint.
3. Holes in the concrete sections required for handling or other purposes shall be plugged with a non-shrinking grout or non-shrinking grout in combination with concrete plugs and finished flush on the inside.

B. Pipe Penetrations

1. Inlet and outlet pipe penetrations shall be flexible rubber (or mortared) as shown on the Plans or as directed by the Engineer.
2. Annular space at penetrations shall be filled with non-shrink grout.

C. Setting Manhole Frame and Cover

1. Manhole covers and frames shall be set in a full mortar bed and bricks and shall be utilized to assure frame and cover are set to the proper grade.

D. Dampproofing

1. Outer surfaces of precast and cast-in-place manholes shall be given two coats of bituminous dampproofing at the rate of 30 sq. ft. per gallon in accordance with manufacturer's instructions.

3.2 CLEANING

- A. The manhole shall be thoroughly cleaned of all silt, debris and foreign matter of any kind, prior to final inspection.

END OF SECTION

PRECAST CONCRETE STRUCTURES, FRAMES AND COVERS

02720-4

SECTION 02740

STORM SEWER COLLECTION SYSTEM

PART 1 GENERAL

1 CONTRACT REFERENCE

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby, made a part of this Section of the Specifications.

2 SECTION INCLUDES

- A. Furnish all labor, material, equipment and incidentals required to install the precast concrete structures, piping, subsurface drainage system, and all appurtenances as shown on the Plans and as specified herein.

3 RELATED SECTIONS

- A. Documents affecting work of this Section include, but are not necessarily limited to the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications.
- B. Section 02100 – Site Preparation
- C. Section 02200 - Excavating, Backfilling and Compaction
- D. Section 02226 – Borrow Materials

4 REFERENCES

- A. ASTM C478 - Specification for Precast Reinforced Concrete Manhole Sections.
- B. ASTM C139 - Specification for Concrete, Masonry Units for Construction of Catch Basins and Manholes.
- C. ASTM C140 - Specification for Sampling and Testing Concrete Masonry Units.

5 SUBMITTALS

- A. Submit to the Engineer shop drawings as provided in Section 01300, showing details of construction, reinforcing, joints, manhole frame and cover, frame and grate and pipe connection to manhole, infiltrator units and stormceptor.

6 QUALITY ASSURANCE

- A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer, or other representative of the Owner. Such inspection may be made at the place of manufacture, or on the work after delivery, or at both places, and the materials shall be subject to rejection at any time on account of failure to meet any of the Specification requirements; even though samples may have been accepted as satisfactory at the place of manufacture. Material rejected after delivery to the job shall be marked for identification and shall be removed from the job at once. All materials, which have been damaged after delivery will be rejected, and if already installed, shall be acceptably repaired, if permitted, or removed and replaced, entirely at the Contractor's expense.
- B. At the time of inspection, the materials will be carefully examined for compliance with latest ASTM designation specified and these Specifications, and with the approved manufacturer's drawings. All manhole sections shall be inspected for general appearance, dimension, "scratch-strength", blisters, cracks, roughness, soundness, etc. The surface shall be dense and close-textured.
- C. Imperfections in manhole sections may be repaired, subject to the approval of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi at 7 days and 5,000 psi at 28 days, when tested in 3-in by 6-in cylinders stored in the standard manner. Epoxy mortar may be utilized for repairs subject to the approval of the Engineer.

PART 2 PRODUCTS

1 PRECAST CONCRETE STRUCTURES

- A. Refer to Section 02720 - Precast Concrete Structures, Frames and Covers.

2. BEDDING MATERIALS

- A. Bedding for ADS pipe shall be ordinary borrow, as specified in Section 02226.
- B. Bedding for catch basin, drop inlet, and manhole bases shall be 1½" minimum crushed stone as specified in Section 02226.

3. DRAINAGE PIPE

- A. Drainage pipe shall be rigid high-density polyethylene, smooth interior pipe equivalent to N-12 as manufactured by Advanced Drainage Systems (ADS). Joints shall be Pro-link (or equal).

4. PIPE CONNECTIONS TO MANHOLE AND CATCH BASINS

A. Manhole and catch basin pipe connections may be accomplished in the following ways:

1. "A-LOK" shall be rubber-like gasket cast in the precast base. The rubber gasket shall be cast into a formed opening in the base.
2. A tapered hole filled with non-shrink waterproof grout after the pipe is inserted is acceptable, providing the grout is placed carefully to completely fill around the pipe. If this method is used, place concrete encasement to assure a total 12 inches of concrete including a drop inlet or manhole thickness around the pipe stub.
3. "KOR-N-SEAL" joint shall be installed as recommended by the manufacturer. The stainless steel clamp shall be protected from corrosion with a bituminous coat.

PART 3 EXECUTION

1 CATCH BASIN, MANHOLE, AND DROP INLET INSTALLATION

- A. Catch basins, drop inlets and manholes shall be constructed to the dimensions shown on the Drawings and as specified in these Specifications. All work shall be protected against flooding and flotation.
- B. The precast bases of catch basins and manholes shall be placed on a 12-inch bed of crushed stone as shown on the Drawings. The tops of the cast-in-place bases shall be shaped to mate with the precast sections. The catch basins and manholes shall be set at a grade to assure that a maximum of 12-inch thickness of brickwork will bring the catch basin frame and grate or the manhole frame and cover to final grade.
- C. Precast concrete sections shall be set so as to be vertical and with sections in true alignment with a ¼-in. maximum tolerance to be allowed. The joints of precast sections shall be sealed with a rubber "O" ring set in a recess or a preformed flexible joint sealant used in sufficient quantity to fill 75% of the joint cavity. Backfilling shall be done in a careful manner, bringing the fill up evenly on all sides. If leaks appear in the manholes, the inside joint shall be filled with non-shrink mortar and finished flush with the adjoining surfaces. The Contractor shall install the precast sections in a manner that will result in a watertight joint.
- D. Holes in the concrete sections required for handling or other purposes shall be plugged with a non-shrinking grout or non-shrinking grout in combination with concrete plugs and finished flush on the inside.
- E. Where holes must be cut in the precast sections to accommodate pipes, cutting shall be done prior to setting sections in place to prevent any subsequent jarring which may loosen the mortar joints.
- F. All new catch basins and manholes shall be thoroughly cleaned of all site debris and foreign matter of any kind prior to final inspection.

G. Brickwork:

1. Mortar shall be mixed only in such quantity as may be required for immediate use and shall be used before the initial set has taken place. Mortar shall not be retained for more than one and one-half hours and shall be constantly worked over with a hoe or shovel until used. Anti-freeze mixtures will not be allowed in the mortar. No masonry shall be laid when the outside temperature is below 40 degrees F unless provisions are made to protect the mortar, bricks, and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. The Engineer's decision as to the adequacy of protection against freezing shall be final.
2. Catch basin and manhole frames shall be set in a full mortar bed; and bricks a maximum of 12 inches thick shall be utilized to assure frame and cover or grate are set to the required grade.

H. Setting Manhole Frame and Cover

1. Manhole covers and frames shall be set in a full mortar bed and bricks, a maximum of 6-inch thick for flat top sections, and shall be utilized to assure frame and cover are set to the existing grade.

I. Dampproofing

1. Outer surfaces of precast and cast-in-place manholes shall be given two coats of bituminous dampproofing at the rate of 30 sq. ft. per gallon in accordance with manufacturer's instructions.

J. Cleaning

1. The manhole shall be thoroughly cleaned of all silt, debris and foreign matter of any kind, prior to final inspection.

2. HDPE PIPE INSTALLATION

- A. All piping shall be laid with extreme care as to grade and alignment. Each pipe shall be so laid as to form a close joint with the next adjoining pipe and to bring the inverts continuously to the required grade. In order to insure a minimum amount of movement or disturbance, no more than two lengths of pipe may be laid before backfilling. Bedding material for all pipe shall be as shown on the Drawings and shall be to the minimum depths indicated therein. No pipe shall be laid in water.
- B. No equipment may be moved over the pipelines after they are laid until they are backfilled to a depth of at least 24 inches except as may be necessary in tamping the earth and backfilling. All openings to the pipelines shall be satisfactorily protected to prevent the entrance of earth or water.

- C. Excavation shall be made to accommodate the bedding material as previously specified. All excavations are to be kept dry while piping is being laid and until each joint and pipe has been inspected by the engineer and approval has been given to commence backfilling operations. Any pipe that is not laid to grade and alignment shall be relayed to the satisfaction of the Engineer. No blocking shall be used. Corrugated polyethylene pipe shall be installed in accordance with published recommendations of the pipe manufacturer.
 - D. When moveable bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring or plates shall not extend below mid-diameter of the pipe. As trench boxes, moveable sheeting, or plates are moved, screened gravel shall be placed to fill any voids created and the screened gravel and backfill shall be recompactd to provide uniform side support for the pipe.
3. CLEANING
- A. At the conclusion of the work, the Contractor shall thoroughly clean all of the new drainage lines and structures by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered during the construction period. Debris cleaned from the lines shall be removed from the catch basins, drop inlets and manholes. If, after the cleaning, any obstructions remain, they shall be removed.

END OF SECTION

**SECTION 02810
CEMENT CONCRETE SIDEWALKS**

PART 1 GENERAL

1.1 CONTRACT REFERENCE

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby, made a part of this Section of the Specifications.

1.2 SECTION INCLUDES

- A. Furnish all labor, material, equipment and incidentals required to construct new cement concrete sidewalks and handicap ramps.

1.3 RELATED SECTIONS

- A. Documents affecting work of this Section include, but are not necessarily limited to the General Conditions, Supplementary Conditions, and all Sections in Division 1 of these Specifications.
- B. Section 02200 - Excavating, Backfilling and Compaction
- C. Section 02226 - Borrow Materials

1.4 REFERENCES

- A. Except as otherwise specified herein, the current "Standard Specifications for Highways and Bridges" 1988 Edition including all addenda issued by the Commonwealth of Massachusetts Highway Department, shall apply to all materials and workmanship required for the work of this section.

1.5 SUBMITTALS

- A. NONE

1.6 QUALITY ASSURANCE

- A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Owner and/or Engineer. Such inspection may be made at the place of manufacture, or on the work after delivery, or at both places, and the materials shall be subject to rejection at any time on account of failure to meet any of the Specification requirements; even though samples may have been accepted as satisfactory at the place of manufacture. Material rejected after delivery to the job shall be marked for identification and shall be removed from the

job at once. All materials, which have been damaged after delivery will be rejected, and if already installed, shall be acceptably repaired, if permitted, or removed and replaced, entirely at the Contractor's expense.

- B. At the time of inspection, the materials will be carefully examined for compliance with these Specifications.
- C. Imperfections in sidewalk sections may be repaired, subject to the approval of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi at 7 days and 5,000 psi at 28 days, when tested in 3-inch by 6-inch cylinders stored in the standard manner. Epoxy mortar may be utilized for repair subject to the approval of the Engineer.

PART 2 PRODUCTS

2.1 MATERIALS

- A. The following materials shall conform to the MHD Standard Specifications referenced below:

1. Gravel Borrow	M1.03.0 (Type b)
2. Cement Concrete:	
a. Air entrained, 4,000 psi, ¾", 610	M4.02.00
b. Air entrained, 5,000 psi ¾", 705	M4.02.00
3. Reinforcing Steel	M8.01.00
4. Preformed Expansion Joint	M9.14.0
5. Sand (Mason's)	M4.02.02

PART 3 EXECUTION

3.1 CONCRETE SIDEWALKS

- A. Forms

- 1. Side forms and transverse forms shall be smooth, free from warp, of sufficient strength to resist springing out of shape, of a depth to conform to the thickness of the proposed walk or ramp and of a type satisfactory to the Engineer.
- 2. All mortar or dirt shall be completely removed from forms that have been previously used. The forms shall be well staked and thoroughly graded and set to the established lines with their upper edge conforming to the grade of the finished walk or ramp which shall have sufficient pitch to the roadside edge to provide for surface drainage but not to exceed ¼ of an inch per foot unless otherwise shown on the Drawings or directed by the Engineer.

3. All forms shall be oiled before placing concrete.

B. Reinforcing Steel

1. Welded wire fabric shall be installed in sidewalks and wheelchair ramps, unless noted otherwise. Fabric shall be set on concrete curbs or wafers or chairs of a height such that the bars will have a 2-inch clearance to the bottom of the sidewalk or wheelchair ramp.
2. Splices in reinforcement shall be lapped not less than 24 bar diameters or 18 inches whichever is greater. Splices shall be staggered wherever possible.
3. Before being placed in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt and other coatings, including ice, that reduce or destroy the bond. Where there is delay in depositing concrete after reinforcement is in place, bars shall be re-inspected and cleaned when necessary.
4. Reinforcement shall be accurately positioned as indicated on the Drawings and secured against displacement by using zinc coated annealed iron wire ties of not less than No 18 gauge, or suitable clips at intersections.

C. Placing and Finishing Concrete

1. The concrete shall be placed in alternate slabs 18 feet in length except as otherwise ordered. The slabs shall be separated by transverse preformed expansion joint filler $\frac{1}{2}$ inch in thickness.
2. Concrete for sidewalks shall be 4,000 psi.
3. On the foundation as specified above, the concrete shall be placed in such quantity that after being thoroughly consolidated in place, it shall be 5-inches thick. No finishing operation shall be performed while free water is present. Finishing operations shall be delayed until all bled water and water sheen has left the surface and the concrete has started to stiffen. After water sheen has disappeared, edging operations, where required, shall be completed. After edging and joining operations, the surface shall be floated. Immediately following floating, the surface shall be steel-troweled. If necessary, tooled joints and edges shall be rerun before and after troweling to maintain uniformity. After troweling, the surface shall be brushed by drawing a soft-bristled push broom with a long handle over the surface of the concrete to produce a no slip surface.
4. In conveying the concrete from the place of mixing to the place of deposit, the operation shall be conducted in such a manner that no mortar will be lost, and the concrete shall be so handled that the concrete will be of uniform composition throughout, showing neither excess nor lack of mortar in any one place.

5. The surface of all concrete sidewalks shall be scored into block units (expansion joints), maximum 6'-0" in length. The depth of the scoring shall be at least one quarter of the thickness of the sidewalk, minimum 1/4".
6. The application of neat cement to surfaces in order to hasten hardening is prohibited.
7. The finishing of concrete surface shall be done by experienced and competent cement finishers approved by the Engineer.
8. When completed, the walks shall be kept moist and protected from traffic and weather for at least 3 days in accordance with applicable provisions of the Standard Specifications.

END OF SECTION

SECTION 02910

LOAMING & SEEDING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Prepare areas to be seeded utilizing loam borrow.
- B. Spread and rough-grade loam to a minimum thickness of 4-inches in all disturbed areas and where indicated on the plans.
- C. Seed all newly loamed areas and along residential roadway and cross-country utility areas.

1.2 RELATED WORK NOT INCLUDED

- A. Plantings

1.3 QUALITY ASSURANCE

- A. Perform work with experienced personnel under direction of a skilled foreman.
- B. Include the following test requirements:
 - 1. Supply written topsoil analysis, including chemical requirements for LOAMING, and mechanical analysis, pH value of soil, and organic matter content.

1.4 SUBMITTALS

- A. NONE

PART 2 PRODUCTS

2.1 LOAM

- A. Loam shall be fertile, natural soil, typical of the locality, free from large stones, roots, sticks, clay, peat, weeds, and sod conforming to U.S. Department of Agriculture Standards and obtained from naturally well drained areas. It shall not be excessively acid or alkaline nor contain toxic material harmful to plant growth. Topsoil stockpiled under other sections of this Division shall be screened and re-used.

B. Seed

1. Seed shall be fresh, recleaned seed of the latest crop, delivered to the site in the original unopened containers which shall bear the vendor's guarantee of analysis.
2. Seed shall consist of:

<u>COMMON NAME</u>	<u>PROPORTION</u>
Annual Rye	35%
Creeping Red Fescue	35%
Clover	15%
Perennial Rye	15%

3. Seed shall be at least 99% pure and at least 98% viable.

PART 3 EXECUTION

3.1 EXISTING CONDITIONS

- A. Beginning work means acceptance of existing conditions.

3.2 INSTALLATION

A. Loam

1. The subgrade of all areas to be loamed shall be raked and all rubbish, sticks, roots and stones larger than 2-inches shall be removed. Subgrade surfaces shall be raked or otherwise loosened immediately prior to being covered with loam. Subgrade shall be inspected and approved by the Engineer before loam is placed.
2. Loam shall be placed to a depth sufficiently greater than required so that after natural settlement and light rolling, the complete work will conform to the lines, grades and elevations indicated. No loam shall be spread in water or while frozen and muddy.
3. After loam has been spread, it shall be carefully prepared by scarifying or York raking. All large stiff clods, lumps, brush, roots, stumps, litter and other foreign material shall be removed from the loamed area and disposed of by the Contractor. The areas shall also be free of smaller stones, in excessive quantities, as determined by the Engineer.

B. Seeding

1. Remove all rocks and debris from soil surface and grade to even surface.
2. Spread 10-10-10 fertilizer at a rate of twenty-two (22) pounds per one thousand (1000) square feet and incorporate into the soil uniformly.

3. Apply dolomitic lime at the rate of 100 pounds per 1000 square feet to the areas being prepared for seeding.
4. Seed shall be sown in seasonal conditions as appropriate for good seed survival. Provide sufficient watering to maintain a moist seed bed at all times.
5. Seed shall be sown evenly by hydroseeding at the rate of six (6) pounds per thousand (1000) square feet. All seeding shall be done on days when the wind does not exceed a velocity of five (5) miles per hour.
6. After seeding, the surface of the soil shall be evenly raked with a fine-toothed rake and rolled with a hand roller weighing not less than one-hundred (100) pounds per foot of width.
7. Spread hay straw mulch uniformly over seeded areas at the rate of one and one-half (1½) tons per acre.
8. Apply mulch blanket to those areas if, as determined by the Engineer, they are not stabilized in a timely fashion. Apply blanket in accordance with manufacturer's recommendations.
9. Water mulch and seed bed thoroughly and immediately after completion of mulching.

3.03 MAINTENANCE

- A. If certain of the seeded areas do not show a prompt "catch" they shall be reseeded at the same rate and in the same manner as before in intervals of ten days, which process shall continue until a growth of grass is established over the entire area. If, in the opinion of the Engineer, certain areas are too steep for proper catching, the Contractor shall reseed these areas at the same rate and shall apply a mulch blanket installed in accordance with manufacturer's recommendations. Payment for mulch blanket shall be in accordance with the unit prices established in the Bid Schedule.
- B. Protect newly topsoiled, graded, and/or seeded areas from traffic and erosion, and keep free of trash and debris resulting from construction operations.
- C. Repair and re-establish grades in settled, eroded, and rutted areas to the specified grade and tolerance.

3.3 CLEAN UP

- A. Leave work area clean and neat upon completion of the work.

END OF SECTION

APPENDIX B

Wage Rates



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

Prevailing Wage Rates

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

MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Dalton
Contract Number: City/Town: DALTON
Description of Work: Reconstruct approximately 3/4 mile of Orchard Road in Dalton, MA, including associated drainage.

Job Location: Orchard Road, Dalton, 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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.79	\$9.65	\$14.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2024	\$38.52	\$14.50	\$10.55	\$0.00	\$63.57
	06/01/2025	\$39.42	\$14.50	\$10.55	\$0.00	\$64.47
	12/01/2025	\$40.32	\$14.50	\$10.55	\$0.00	\$65.37
ASPHALT RAKER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2024	\$32.79	\$9.65	\$14.53	\$0.00	\$56.97
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	08/01/2024	\$52.06	\$11.49	\$21.46	\$0.00	\$85.01
	02/01/2025	\$53.36	\$11.49	\$21.46	\$0.00	\$86.31
	08/01/2025	\$55.51	\$11.49	\$21.46	\$0.00	\$88.46
	02/01/2026	\$56.86	\$11.49	\$21.46	\$0.00	\$89.81
	08/01/2026	\$59.06	\$11.49	\$21.46	\$0.00	\$92.01
	02/01/2027	\$60.46	\$11.49	\$21.46	\$0.00	\$93.41

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$11.49	\$21.46	\$0.00	\$58.98
2	60	\$31.24	\$11.49	\$21.46	\$0.00	\$64.19
3	70	\$36.44	\$11.49	\$21.46	\$0.00	\$69.39
4	80	\$41.65	\$11.49	\$21.46	\$0.00	\$74.60
5	90	\$46.85	\$11.49	\$21.46	\$0.00	\$79.80

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.68	\$11.49	\$21.46	\$0.00	\$59.63
2	60	\$32.02	\$11.49	\$21.46	\$0.00	\$64.97
3	70	\$37.35	\$11.49	\$21.46	\$0.00	\$70.30
4	80	\$42.69	\$11.49	\$21.46	\$0.00	\$75.64
5	90	\$48.02	\$11.49	\$21.46	\$0.00	\$80.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
<i>ENGINEERS LOCAL 98</i>						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
CARPENTERS LOCAL 336 - BERKSHIRE COUNTY	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Apprentice - CARPENTER - Local 336 Berkshire

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.06	\$7.91	\$1.40	\$0.00	\$28.37
2	45	\$19.06	\$7.91	\$1.40	\$0.00	\$28.37
3	55	\$23.30	\$7.91	\$2.76	\$0.00	\$33.97
4	55	\$23.30	\$7.91	\$2.76	\$0.00	\$33.97
5	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
6	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
7	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57
8	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.47	\$7.91	\$1.40	\$0.00	\$28.78
2	45	\$19.47	\$7.91	\$1.40	\$0.00	\$28.78
3	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
4	55	\$23.79	\$7.91	\$2.76	\$0.00	\$34.46
5	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
6	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
7	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29
8	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
CARPENTERS-ZONE 3 (Wood Frame)	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

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

Effective Date - 10/01/2025

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

Notes:

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Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	01/01/2024	\$44.68	\$12.90	\$18.66	\$1.25	\$77.49
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Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.34	\$12.90	\$15.86	\$0.00	\$51.10
2	60	\$26.81	\$12.90	\$18.66	\$1.25	\$59.62
3	65	\$29.04	\$12.90	\$18.66	\$1.25	\$61.85
4	70	\$31.28	\$12.90	\$18.66	\$1.25	\$64.09
5	75	\$33.51	\$12.90	\$18.66	\$1.25	\$66.32
6	80	\$35.74	\$12.90	\$18.66	\$1.25	\$68.55
7	90	\$40.21	\$12.90	\$18.66	\$1.25	\$73.02

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR OPERATING ENGINEERS LOCAL 98	12/01/2023	\$43.06	\$13.78	\$15.15	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 3	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 4 (BUILDING & SITE)	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 4 (BUILDING & SITE)	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 4 (BUILDING & SITE)	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 4 (BUILDING & SITE)	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 4 (BUILDING & SITE)	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 4 (BUILDING & SITE)	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2024	\$78.11	\$10.08	\$24.29	\$0.00	\$112.48
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79, 4A \$102.14 Total Rate						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) ELECTRICIANS LOCAL 7	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Apprentice - ELECTRICIAN - Local 7

Effective Date - 12/29/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.42	\$7.35	\$0.61	\$0.00	\$28.38
2	45	\$22.98	\$7.35	\$0.69	\$0.00	\$31.02
3	50	\$25.53	\$13.25	\$7.47	\$0.00	\$46.25
4	55	\$28.08	\$13.25	\$7.54	\$0.00	\$48.87
5	65	\$33.19	\$13.25	\$9.74	\$0.00	\$56.18
6	70	\$35.74	\$13.25	\$11.19	\$0.00	\$60.18

Effective Date - 06/29/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.86	\$7.50	\$0.63	\$0.00	\$28.99
2	45	\$23.47	\$7.50	\$0.70	\$0.00	\$31.67
3	50	\$26.08	\$13.50	\$7.53	\$0.00	\$47.11
4	55	\$28.69	\$13.50	\$7.61	\$0.00	\$49.80
5	65	\$33.90	\$13.50	\$9.84	\$0.00	\$57.24
6	70	\$36.51	\$13.50	\$11.30	\$0.00	\$61.31

Notes:

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

Apprentice to Journeyworker Ratio:2:3****

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.42	\$16.28	\$0.00	\$0.00	\$47.70
2	55	\$34.56	\$16.28	\$21.36	\$0.00	\$72.20
3	65	\$40.84	\$16.28	\$21.36	\$0.00	\$78.48
4	70	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
5	80	\$50.26	\$16.28	\$21.36	\$0.00	\$87.90

Effective Date - 01/01/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.84	\$16.38	\$0.00	\$0.00	\$48.22
2	55	\$35.02	\$16.38	\$21.76	\$0.00	\$73.16
3	65	\$41.39	\$16.38	\$21.76	\$0.00	\$79.53
4	70	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
5	80	\$50.94	\$16.38	\$21.76	\$0.00	\$89.08

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & BEAM RAIL ERECTOR LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
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For apprentice rates see "Apprentice- LABORER"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$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	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
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FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
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FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 98	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
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FIRE ALARM INSTALLER ELECTRICIANS LOCAL 7	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
LOCAL 7 / COMMISSIONING ELECTRICIANS	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98						

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.42	\$13.78	\$15.15	\$0.00	\$52.35
2	70	\$27.32	\$13.78	\$15.15	\$0.00	\$56.25
3	80	\$31.22	\$13.78	\$15.15	\$0.00	\$60.15
4	90	\$35.13	\$13.78	\$15.15	\$0.00	\$64.06

Notes:

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

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2024	\$26.51	\$9.65	\$15.60	\$0.00	\$51.76
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2025	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
	12/01/2025	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
	06/01/2026	\$28.71	\$9.65	\$15.60	\$0.00	\$53.96
	12/01/2026	\$28.71	\$9.65	\$15.60	\$0.00	\$53.96

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

FLOORCOVERER	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
FLOORCOVERERS LOCAL 2168 ZONE III	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$7.91	\$1.38	\$0.00	\$30.47
2	55	\$23.30	\$7.91	\$1.38	\$0.00	\$32.59
3	60	\$25.42	\$7.91	\$2.76	\$0.00	\$36.09
4	65	\$27.53	\$7.91	\$2.76	\$0.00	\$38.20
5	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
6	75	\$31.77	\$7.91	\$15.39	\$0.00	\$55.07
7	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57
8	85	\$36.01	\$7.91	\$16.77	\$0.00	\$60.69

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.63	\$7.91	\$1.38	\$0.00	\$30.92
2	55	\$23.79	\$7.91	\$1.38	\$0.00	\$33.08
3	60	\$25.96	\$7.91	\$2.76	\$0.00	\$36.63
4	65	\$28.12	\$7.91	\$2.76	\$0.00	\$38.79
5	70	\$30.28	\$7.91	\$15.39	\$0.00	\$53.58
6	75	\$32.45	\$7.91	\$15.39	\$0.00	\$55.75
7	80	\$34.61	\$7.91	\$16.77	\$0.00	\$59.29
8	85	\$36.77	\$7.91	\$16.77	\$0.00	\$61.45

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$26.72.24/ 3&4 \$32.11/ 5&6 \$50.75/ 7&8 \$56.14

Apprentice to Journeyworker Ratio:1:1

FORK LIFT OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$39.25	\$13.78	\$15.15	\$0.00	\$68.18
GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
	For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"					
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2024	\$35.24	\$9.65	\$15.60	\$0.00	\$60.49
	06/01/2025	\$36.48	\$9.65	\$15.60	\$0.00	\$61.73
	12/01/2025	\$37.71	\$9.65	\$15.60	\$0.00	\$62.96
	06/01/2026	\$39.75	\$9.65	\$15.60	\$0.00	\$65.00
	12/01/2026	\$41.04	\$9.65	\$15.60	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	09/01/2024	\$45.54	\$14.75	\$19.61	\$0.00	\$79.90
	09/01/2025	\$48.27	\$14.75	\$19.61	\$0.00	\$82.63
	09/01/2026	\$51.01	\$14.75	\$19.61	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.77	\$14.75	\$14.32	\$0.00	\$51.84
2	60	\$27.32	\$14.75	\$15.37	\$0.00	\$57.44
3	70	\$31.88	\$14.75	\$16.43	\$0.00	\$63.06
4	80	\$36.43	\$14.75	\$17.49	\$0.00	\$68.67

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.14	\$14.75	\$14.32	\$0.00	\$53.21
2	60	\$28.96	\$14.75	\$15.37	\$0.00	\$59.08
3	70	\$33.79	\$14.75	\$16.43	\$0.00	\$64.97
4	80	\$38.62	\$14.75	\$17.49	\$0.00	\$70.86

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 12</i>	07/01/2019	\$31.55	\$6.75	\$19.66	\$0.00	\$57.96
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Apprentice - IRONWORKER - Local 12

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.93	\$6.75	\$3.50	\$0.00	\$29.18
2	70	\$22.09	\$6.75	\$14.64	\$0.00	\$43.48
3	80	\$25.24	\$6.75	\$16.22	\$0.00	\$48.21
4	90	\$28.40	\$6.75	\$17.82	\$0.00	\$52.97

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
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For apprentice rates see "Apprentice-LABORER"

LABORER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 4 Building and Site

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.22	\$9.65	\$14.53	\$0.00	\$43.40
2	70	\$22.43	\$9.65	\$14.53	\$0.00	\$46.61
3	80	\$25.63	\$9.65	\$14.53	\$0.00	\$49.81
4	90	\$28.84	\$9.65	\$14.53	\$0.00	\$53.02

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$34.49	\$9.65	\$15.60	\$0.00	\$59.74
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2025	\$35.73	\$9.65	\$15.60	\$0.00	\$60.98
	12/01/2025	\$36.96	\$9.65	\$15.60	\$0.00	\$62.21
	06/01/2026	\$39.00	\$9.65	\$15.60	\$0.00	\$64.25
	12/01/2026	\$40.29	\$9.65	\$15.60	\$0.00	\$65.54

Apprentice - LABORER (Heavy and Highway) - Zone 4

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.69	\$9.65	\$15.60	\$0.00	\$45.94
2	70	\$24.14	\$9.65	\$15.60	\$0.00	\$49.39
3	80	\$27.59	\$9.65	\$15.60	\$0.00	\$52.84
4	90	\$31.04	\$9.65	\$15.60	\$0.00	\$56.29

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.44	\$9.65	\$15.60	\$0.00	\$46.69
2	70	\$25.01	\$9.65	\$15.60	\$0.00	\$50.26
3	80	\$28.58	\$9.65	\$15.60	\$0.00	\$53.83
4	90	\$32.16	\$9.65	\$15.60	\$0.00	\$57.41

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER; CARPENTER TENDER	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
LABORERS - ZONE 4 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

LABORER; CEMENT FINISHER TENDER	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
LABORERS - ZONE 4 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$33.16	\$9.65	\$14.41	\$0.00	\$57.22
	06/01/2025	\$34.40	\$9.65	\$14.41	\$0.00	\$58.46
	12/01/2025	\$35.63	\$9.65	\$14.41	\$0.00	\$59.69
	06/01/2026	\$37.67	\$9.65	\$14.41	\$0.00	\$61.73
	12/01/2026	\$38.96	\$9.65	\$14.41	\$0.00	\$63.02
	06/01/2027	\$40.26	\$9.65	\$14.41	\$0.00	\$64.32
	12/01/2027	\$41.56	\$9.65	\$14.41	\$0.00	\$65.62
	06/05/2028	\$42.91	\$9.65	\$14.41	\$0.00	\$66.97
	12/04/2028	\$44.26	\$9.65	\$14.41	\$0.00	\$68.32
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$34.04	\$9.65	\$14.53	\$0.00	\$58.22
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.04	\$9.65	\$14.53	\$0.00	\$56.22
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	08/01/2024	\$43.05	\$11.49	\$20.53	\$0.00	\$75.07
	02/01/2025	\$44.90	\$11.49	\$20.53	\$0.00	\$76.92
	08/01/2025	\$45.81	\$11.49	\$20.53	\$0.00	\$77.83
	02/01/2026	\$46.89	\$11.49	\$20.53	\$0.00	\$78.91
	08/01/2026	\$48.65	\$11.49	\$20.53	\$0.00	\$80.67
	02/01/2027	\$49.77	\$11.49	\$20.53	\$0.00	\$81.79

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$11.49	\$20.53	\$0.00	\$53.55
2	60	\$25.83	\$11.49	\$20.53	\$0.00	\$57.85
3	70	\$30.14	\$11.49	\$20.53	\$0.00	\$62.16
4	80	\$34.44	\$11.49	\$20.53	\$0.00	\$66.46
5	90	\$38.75	\$11.49	\$20.53	\$0.00	\$70.77

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.45	\$11.49	\$20.53	\$0.00	\$54.47
2	60	\$26.94	\$11.49	\$20.53	\$0.00	\$58.96
3	70	\$31.43	\$11.49	\$20.53	\$0.00	\$63.45
4	80	\$35.92	\$11.49	\$20.53	\$0.00	\$67.94
5	90	\$40.41	\$11.49	\$20.53	\$0.00	\$72.43

Notes:

Apprentice to Journeyworker Ratio:1:5

MARBLE MASON/TILE LAYER(SP/PT)SeeBrick
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE

See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 - Zone 3	01/06/2025	\$43.48	\$10.08	\$21.22	\$0.00	\$74.78
	01/05/2026	\$45.76	\$10.08	\$21.22	\$0.00	\$77.06

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.91	\$10.08	\$5.36	\$0.00	\$39.35
2	65	\$28.26	\$10.08	\$6.34	\$0.00	\$44.68
3	75	\$32.61	\$10.08	\$18.78	\$0.00	\$61.47
4	85	\$36.96	\$10.08	\$19.76	\$0.00	\$66.80

Effective Date - 01/05/2026

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.17	\$10.08	\$5.36	\$0.00	\$40.61
2	65	\$29.74	\$10.08	\$6.34	\$0.00	\$46.16
3	75	\$34.32	\$10.08	\$18.78	\$0.00	\$63.18
4	85	\$38.90	\$10.08	\$19.76	\$0.00	\$68.74

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
For apprentice rates see "Apprentice- LABORER"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.02	\$13.78	\$15.15	\$0.00	\$63.95
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$32.74	\$13.78	\$15.15	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2025	\$41.23	\$9.65	\$19.90	\$0.00	\$70.78
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.62	\$9.95	\$0.00	\$0.00	\$30.57
2	55	\$22.68	\$9.95	\$4.43	\$0.00	\$37.06
3	60	\$24.74	\$9.95	\$4.83	\$0.00	\$39.52
4	65	\$26.80	\$9.95	\$5.23	\$0.00	\$41.98
5	70	\$28.86	\$9.95	\$17.49	\$0.00	\$56.30
6	75	\$30.92	\$9.95	\$17.89	\$0.00	\$58.76
7	80	\$32.98	\$9.95	\$18.29	\$0.00	\$61.22
8	90	\$37.11	\$9.95	\$19.10	\$0.00	\$66.16

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2025	\$38.55	\$9.95	\$19.90	\$0.00	\$68.40
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PAINTERS LOCAL 35 - ZONE 3

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.28	\$9.95	\$0.00	\$0.00	\$29.23
2	55	\$21.20	\$9.95	\$4.43	\$0.00	\$35.58
3	60	\$23.13	\$9.95	\$4.83	\$0.00	\$37.91
4	65	\$25.06	\$9.95	\$5.23	\$0.00	\$40.24
5	70	\$26.99	\$9.95	\$17.49	\$0.00	\$54.43
6	75	\$28.91	\$9.95	\$17.89	\$0.00	\$56.75
7	80	\$30.84	\$9.95	\$18.29	\$0.00	\$59.08
8	90	\$34.70	\$9.95	\$19.10	\$0.00	\$63.75

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2025	\$39.83	\$9.95	\$19.90	\$0.00	\$69.68
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.92	\$9.95	\$0.00	\$0.00	\$29.87
2	55	\$21.91	\$9.95	\$4.43	\$0.00	\$36.29
3	60	\$23.90	\$9.95	\$4.83	\$0.00	\$38.68
4	65	\$25.89	\$9.95	\$5.23	\$0.00	\$41.07
5	70	\$27.88	\$9.95	\$17.49	\$0.00	\$55.32
6	75	\$29.87	\$9.95	\$17.89	\$0.00	\$57.71
7	80	\$31.86	\$9.95	\$18.29	\$0.00	\$60.10
8	90	\$35.85	\$9.95	\$19.10	\$0.00	\$64.90

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2025	\$37.15	\$9.95	\$19.90	\$0.00	\$67.00
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PAINTERS LOCAL 35 - ZONE 3

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$9.95	\$0.00	\$0.00	\$28.53
2	55	\$20.43	\$9.95	\$4.43	\$0.00	\$34.81
3	60	\$22.29	\$9.95	\$4.83	\$0.00	\$37.07
4	65	\$24.15	\$9.95	\$5.23	\$0.00	\$39.33
5	70	\$26.01	\$9.95	\$17.49	\$0.00	\$53.45
6	75	\$27.86	\$9.95	\$17.89	\$0.00	\$55.70
7	80	\$29.72	\$9.95	\$18.29	\$0.00	\$57.96
8	90	\$33.44	\$9.95	\$19.10	\$0.00	\$62.49

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2024	\$34.49	\$9.65	\$15.60	\$0.00	\$59.74
LABORERS - ZONE 4 (HEAVY & HIGHWAY)	06/01/2025	\$35.73	\$9.65	\$15.60	\$0.00	\$60.98
	12/01/2025	\$36.96	\$9.65	\$15.60	\$0.00	\$62.21
	06/01/2026	\$39.00	\$9.65	\$15.60	\$0.00	\$64.25
	12/01/2026	\$40.29	\$9.65	\$15.60	\$0.00	\$65.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2024	\$49.19	\$10.08	\$24.29	\$0.00	\$83.56
PILE DRIVER LOCAL 56 (ZONE 3)						

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$10.08	\$2.53	\$0.00	\$34.75
2	55	\$27.05	\$10.08	\$5.07	\$0.00	\$42.20
3	70	\$34.43	\$10.08	\$19.22	\$0.00	\$63.73
4	80	\$39.35	\$10.08	\$21.76	\$0.00	\$71.19

Notes:

% Indentured BEFORE 8/1/2020, 50/60/70/75/80/80/90/90
 1\$58.97/2\$63.88/3\$68.80/4\$71.26/5&6 \$73.72/7&8 \$78.64

Apprentice to Journeyworker Ratio:1:5

PIPELAYER LABORERS - ZONE 4 (BUILDING & SITE)	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
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For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79

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

PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
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Apprentice - PLUMBER/PIPEFITTER - Local 104 Western

Effective Date - 03/17/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$9.55	\$10.10	\$0.00	\$41.79
2	50	\$24.61	\$9.55	\$10.10	\$0.00	\$44.26
3	55	\$27.07	\$9.55	\$10.10	\$0.00	\$46.72
4	60	\$29.53	\$9.55	\$10.10	\$0.00	\$49.18
5	65	\$31.99	\$9.55	\$10.10	\$0.00	\$51.64
6	70	\$34.45	\$9.55	\$10.10	\$0.00	\$54.10
7	75	\$36.91	\$9.55	\$10.10	\$0.00	\$56.56
8	80	\$39.37	\$9.55	\$10.10	\$0.00	\$59.02
9	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02
10	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02

Notes: **1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$33.04	\$9.65	\$14.53	\$0.00	\$57.22
	For apprentice rates see "Apprentice- LABORER"					
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$35.90	\$9.65	\$15.19	\$0.00	\$60.74
	06/01/2025	\$37.14	\$9.65	\$15.19	\$0.00	\$61.98
	12/01/2025	\$38.37	\$9.65	\$15.19	\$0.00	\$63.21
	06/01/2026	\$40.41	\$9.65	\$15.19	\$0.00	\$65.25
	12/01/2026	\$41.70	\$9.65	\$15.19	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$45.21
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 4 (BUILDING & SITE)</i>	12/01/2024	\$32.29	\$9.65	\$14.53	\$0.00	\$56.47
	For apprentice rates see "Apprentice- LABORER"					
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	10/02/2024	\$42.38	\$10.35	\$18.00	\$0.00	\$70.73
	07/16/2025	\$43.88	\$10.35	\$18.00	\$0.00	\$72.23
	10/02/2025	\$44.88	\$10.35	\$18.00	\$0.00	\$73.23
	07/16/2026	\$46.88	\$10.35	\$18.00	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofing) <i>ROOFERS LOCAL 248</i>	10/02/2024	\$41.88	\$10.35	\$18.00	\$0.00	\$70.23
	07/16/2025	\$43.38	\$10.35	\$18.00	\$0.00	\$71.73
	10/02/2025	\$44.38	\$10.35	\$18.00	\$0.00	\$72.73
	07/16/2026	\$46.38	\$10.35	\$18.00	\$0.00	\$74.73

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 248

Effective Date - 10/02/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.13	\$10.35	\$0.00	\$0.00	\$35.48
2	65	\$27.22	\$10.35	\$18.00	\$0.00	\$55.57
3	70	\$29.32	\$10.35	\$18.00	\$0.00	\$57.67
4	75	\$31.41	\$10.35	\$18.00	\$0.00	\$59.76
5	80	\$33.50	\$10.35	\$18.00	\$0.00	\$61.85
6	85	\$35.60	\$10.35	\$18.00	\$0.00	\$63.95
7	90	\$37.69	\$10.35	\$18.00	\$0.00	\$66.04
8	95	\$39.79	\$10.35	\$18.00	\$0.00	\$68.14

Notes:
Steps are 750 hrs.Roofer(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	10/02/2024	\$42.38	\$10.35	\$18.00	\$0.00	\$70.73
	07/16/2025	\$43.88	\$10.35	\$18.00	\$0.00	\$72.23
	10/02/2025	\$44.88	\$10.35	\$18.00	\$0.00	\$73.23
	07/16/2026	\$46.88	\$10.35	\$18.00	\$0.00	\$75.23
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.78	\$15.15	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.00	\$5.49	\$4.86	\$0.85	\$30.20
2	50	\$21.12	\$6.10	\$5.40	\$0.94	\$33.56
3	55	\$23.23	\$6.71	\$9.71	\$1.15	\$40.80
4	60	\$25.34	\$7.32	\$9.71	\$1.23	\$43.60
5	65	\$27.45	\$7.93	\$9.71	\$1.31	\$46.40
6	70	\$29.56	\$8.54	\$9.71	\$1.39	\$49.20
7	75	\$31.67	\$9.15	\$9.71	\$1.47	\$52.00
8	80	\$33.78	\$9.76	\$17.66	\$1.78	\$62.98
9	85	\$35.90	\$10.37	\$17.66	\$1.86	\$65.79
10	90	\$38.01	\$10.98	\$17.66	\$1.94	\$68.59

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 669	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *SPRINKLER FITTER - Local 669*

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.34	\$8.22	\$0.00	\$0.00	\$29.56
2	50	\$23.72	\$8.22	\$0.00	\$0.00	\$31.94
3	55	\$26.09	\$11.45	\$7.20	\$0.00	\$44.74
4	60	\$28.46	\$11.45	\$8.35	\$0.00	\$48.26
5	65	\$30.83	\$11.45	\$8.35	\$0.00	\$50.63
6	70	\$33.20	\$11.45	\$8.60	\$0.00	\$53.25
7	75	\$35.57	\$11.45	\$8.60	\$0.00	\$55.62
8	80	\$37.94	\$11.45	\$8.60	\$0.00	\$57.99
9	85	\$40.32	\$11.45	\$8.60	\$0.00	\$60.37
10	90	\$42.69	\$11.45	\$8.60	\$0.00	\$62.74

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
ELECTRICIANS LOCAL 7	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 12/29/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.42	\$7.35	\$0.61	\$0.00	\$28.38
2	45	\$22.98	\$7.35	\$0.69	\$0.00	\$31.02
3	50	\$25.53	\$13.25	\$7.47	\$0.00	\$46.25
4	55	\$28.08	\$13.25	\$7.54	\$0.00	\$48.87
5	65	\$33.19	\$13.25	\$9.74	\$0.00	\$56.18
6	70	\$35.74	\$13.25	\$11.19	\$0.00	\$60.18

Effective Date - 06/29/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.86	\$7.50	\$0.63	\$0.00	\$28.99
2	45	\$23.47	\$7.50	\$0.70	\$0.00	\$31.67
3	50	\$26.08	\$13.50	\$7.53	\$0.00	\$47.11
4	55	\$28.69	\$13.50	\$7.61	\$0.00	\$49.80
5	65	\$33.90	\$13.50	\$9.84	\$0.00	\$57.24
6	70	\$36.51	\$13.50	\$11.30	\$0.00	\$61.31

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/10/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Effective Date - 02/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Effective Date - 02/01/2025

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY & HIGHWAY)</i>	12/01/2024	\$34.74	\$9.65	\$15.60	\$0.00	\$59.99
	06/01/2025	\$35.98	\$9.65	\$15.60	\$0.00	\$61.23
	12/01/2025	\$37.21	\$9.65	\$15.60	\$0.00	\$62.46
	06/01/2026	\$39.25	\$9.65	\$15.60	\$0.00	\$64.50
	12/01/2026	\$40.54	\$9.65	\$15.60	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104 WESTERN DIVISION</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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