

ADDENDUM NO. 1



TO

CONTRACT DOCUMENTS

**IMPROVEMENTS TO BAYVIEW PARK, HIGHLAND AVENUE SIDEWALK
IMPROVEMENTS, AND IMPROVEMENTS TO THE LILLIAN GREGERMAN BANDSHELL
WAREHAM, MA**

Bid #1048

January 24, 2024

NOTICE TO BIDDERS

The attention of all bidders submitting proposals for “Improvements to Bayview Park, Highland Avenue Sidewalk Improvements, and Improvements to the Lillian Gregerman Bandshell” is called to the following Addenda to the specifications and plans. The items set forth herein, whether of omission, addition or substitution are to be included in, and form part of the specifications and plans of the above-named project for bids to be received as advertised.

**PLEASE BE SURE TO ACKNOWLEDGE
THIS ADDENDUM ON BID PRICING PAGE**

The following clarifications, modifications, deletions, and additions are hereby incorporated into and become part of the Contract Documents.

GENERAL CLARIFICATIONS

1. Attendance sheet from the January 19, 2024 Pre-Bid meeting is included as an attachment to this addendum.
2. **FOR CLARIFICATION:** References to the DEPARTMENT OF NATURAL RESOURCES shall be replaced with MUNICIPAL MAINTENANCE.

WRITTEN CHANGES AND CLARIFICATIONS TO SPECIFICATIONS

1. **DELETE:** Specification Section 00 41 13 – FORM FOR GENERAL BID
REPLACE: Specification Section 00 41 13 – FORM FOR GENERAL BID per attachment
2. **DELETE:** Specification Section 00 52 00 – AGREEMENT

REPLACE: Specification Section 00 52 00 – AGREEMENT per attachment

3. **ADD:** Specification Section 00 73 73.33 – FEDERAL PREVAILING WAGE RATES AND REPORTING FORMS per attachment
4. **ADD:** Specification Section 00 73 73.33 – ATTACHMENT A: JOBSITE POSTINGS per attachment
5. **DELETE:** Specification Section 00 73 73.43 – ATTACHMENT A: PREVAILING WAGE RATES

REPLACE: Specification Section 00 73 73.43 – Attachment A: MASSACHUSETTS PREVAILING WAGE RATES AND REPORTING FORMS per attachment

6. **DELETE:** Specification Section 01 10 00, CONTROL OF WORK AND MATERIALS Item 3.13.A – SLEEVES, HOLES, HANGERS, INSERTS, ETC.

ADD: Specification Section 01 10 00, CONTROL OF WORK AND MATERIALS Item 3.13.A – SLEEVES, HOLES, HANGERS, INSERTS, ETC. herein:

- A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the landscape architectural drawings (or reference is made thereon to drawings containing such information) to accommodate electrical items, they shall be by the electrical trade concerned.
- B. **DELETE:** Specification Section 01 14 00, SPECIAL PROVISISONS Item 3.07 – TIME FOR COMPLETION OF CONTRACT.
- C. **ADD:** Specification Section 01 14 00, SPECIAL PROVISISONS Item 3.07 – TIME FOR COMPLETION OF CONTRACT / CONSTRUCTION PHASING, herein:

The time for completion of this contract is stipulated in the Form for General Bid. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in the FORM FOR GENERAL BID.

The scope of improvements for Add Alternate #2 – Improvements to Lillian Gregerman Bandshell shall be completed such that the summer concert season can take place and operate as normal. Work shall not take place between June 15, 2024 and September 15, 2024. Within the limit of work, safe and ADA-compliant public access shall be provided during this time period.

- D. **ADD:** Between Division 31 – EARTHWORK and Division 33 – UTILITIES, insert Division 32 – EXTERIOR IMPROVEMENTS specification sections as follows and included within the attachments herein.
 - Specification Section 32 11 00 - Sidewalk Construction and Replacement
 - Specification Section 32 12 00 - Hot Mix Asphalt Paving
 - Specification Section 32 14 13 - Precast Concrete Unit Paving
 - Specification Section 32 15 40.1 - Crushed Shell Surfacing
 - Specification Section 32 16 00 - Granite Curbing
 - Specification Section 32 91 00 - Screened Loam Borrow and Topsoil

- Specification Section 32 91 16 - Bioretention Soil Mix
- Specification Section 32 92 19 - Seeding
- Specification Section 32 93 00 - Trees, Shrubs, Groundcovers, and Landscaping

E. **ADD:** Appendix D – Contract Documents, included within the attachments.

F. **ADD:** Appendix E – Section 3, included within the attachments.

QUESTIONS AND CLARIFICATIONS

Question 1: Does the project currently have an estimated mobilization date?

Answer: Per Specification Section 00 21 13, INSTRUCTIONS TO BIDDERS, The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in the FORM OF GENERAL BID.

Question 2: The table of contents lists specification sections for Division 32: Exterior Improvements, but none of these sections are in the specs. Can you please provide them?

Answer: They have been included as part of this Addendum No. 1.

Question 3: The Town is doing most of the site preparation and demo work for the park. Will these areas be left at subgrade, or will the contractor have more earthwork cuts and fills to do to bring the site to subgrade? If there will be more earthwork required, can you provide a quantity and/or grades the site will be left at once the Town completes the demo?

Answer: These areas will be left at subgrade. The Contractor is responsible for earthwork required to meet proposed grades and for the installation of site improvements (e.g. footings for fence posts and walls).

ATTACHMENTS:

Pre-bid Conference Attendance Sheet

Specification Section 00 41 13 – Form for General Bid

Specification Section 00 52 00 – Agreement

Specification Section 00 73 73.33 – Federal Prevailing Wage Rates and Reporting Forms

Specification Section 00 73 73.33 – Attachment A: Jobsite Postings

Specification Section 00 73 73.43 – Attachment A: Massachusetts Prevailing Wage Rates and Reporting Forms

Specification Section 32 11 00 - Sidewalk Construction and Replacement

Specification Section 32 12 00 - Hot Mix Asphalt Paving

Specification Section 32 14 13 - Precast Concrete Unit Paving

Specification Section 32 15 40.1 - Crushed Shell Surfacing

Specification Section 32 16 00 - Granite Curbing

Specification Section 32 91 00 - Screened Loam Borrow and Topsoil

Specification Section 32 91 16 - Bioretention Soil Mix

Specification Section 32 92 19 - Seeding

Specification Section 32 93 00 - Trees, Shrubs, Groundcovers, and Landscaping
Appendix D – Contract Documents
Appendix E – Section 3

END OF ADDENDUM NO. 1

Name

Organization

Email

Wayne Darragh
DEREK REDGATE

COG, Inc.
CONSTAL/TEARRE BOND

wdarragh@cogincorp.com
dredgate@tighcbond.com

BRIAN NORTE
Steve Fuller

STEPHEN KELLNER ARCHITECTS
" " "

BRIAN@STEPHENKELLNER
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DAVID MENARD

MM D

D MENARD@WAREHAM.MA.MD

Cassie Bethoney

Weston & Sampson
Engineers, Inc.

bethoneyc@wseinc.com

SECTION 00 41 13

FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

- a corporation, organized and existing under the laws of the State of _____
- a partnership
- a joint venture
- a limited liability company
- an individual doing business as _____

*Check corporation, partnership, joint venture, LLC or individual as applicable.

To the Town of Wareham (hereinafter called "Owner").

Gentlemen:

The undersigned Bidder, in compliance with your invitation for bids for construction of **Improvements to Bayview Park, Highland Avenue Sidewalk Improvements, and Improvements to the Lillian Gregerman Bandshell**, 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 superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary 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 bid is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within **270** Consecutive days of the start date fixed in the "Notice to Proceed". The Bidder further agrees to pay as liquidated damages the sum

of \$750.00 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00 73 00, SUPPLEMENTARY CONDITIONS.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

Item 1. BASE PROPOSAL: Bidder agrees to perform all work described in the specifications and shown on the plans for the sum of: _____ Dollars and Cents (\$ _____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The BASE PROPOSAL shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, bond premiums, engineering costs, etc., to cover the finished work of the several kinds called for.

Item 2. ALTERNATES

This bid includes Alternates as follows:

ADD Alternate No. 1 – Replacement of concrete sidewalk and concrete Highland Avenue driveway aprons; Bituminous and gravel driveway Improvements from 10th Street to 11th Street: repair; removal of existing paver sidewalk; resetting of pavers and granite curbing; protection of site features; loaming and seeding of disturbed areas; and other elements and work as required by the Contract Documents.

ADD Alternate No. 1: _____ dollars and _____ cents \$ { _____ }.

ADD Alternate No. 2 – Furnishing and installation of new cast-in-place
Improvements to the concrete walkways and lighting bollards; removal and
Lillian Gregerman replacement of bench seating, including accessible
Bandshell: seating locations; furnishing and installing new ramps
and handrails; removal, regrading and reinstallation of
unit pavers; protection of existing trees to remain; and
landscape restoration and other elements and work as
required by the Contract Drawings.

ADD Alternate No. 2: _____ dollars
and _____ cents \$ { _____ }.

Each ADD ALTERNATE PROPOSAL shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, bond premiums, engineering costs, 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 contract will be awarded to the lowest responsible and eligible bidder. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00 52 00 AGREEMENT and provide the requisite payment and performance bonds and certificates of insurance.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00 21 13 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 00 61 13.13 PERFORMANCE BOND, Section 00 61 13.16 PAYMENT BOND, and as stipulated in Section 00 72 00, GENERAL CONDITIONS of these specifications.

The undersigned offers the following information as evidence of its 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 shall state below what work of a similar character to that included in the proposed contract it has done and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
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a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise as required under these contract provisions. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions prior to the award of such subcontract.

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

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned Bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the

Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder

Respectfully submitted:

Date _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

END OF SECTION

BID BOND FORM

TOWN OF WAREHAM

KNOW ALL PERSONS BY THESE PRESENTS

That _____

of _____, as

PRINCIPAL, and _____,

a _____ Corporation, as **SURETY**, are held firmly bound unto the Town of Wareham, as **OBLIGEE** in the sum of

_____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, the **PRINCIPAL** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the **PRINCIPAL** has submitted a bid for _____

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the bid of the aforesaid **PRINCIPAL** shall be awarded the Contract for the above-cited project, the **PRINCIPAL** will enter into a Contract with the **OBLIGEE** in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this **OBLIGATION** shall be null and void. **OTHERWISE**, the **PRINCIPAL** and **SURETY** will pay unto the **OBLIGEE** the difference in money between the amount of the bid of the said **PRINCIPAL** and the amount for which the **OBLIGEE** legally contracts with another party to perform the work covered by said bid, if the latter amount be in excess of the former, but in no event shall liability exceed the penal sum hereof.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this instrument at Wareham, MA this

_____ day of _____, 20_____.

(Name of **PRINCIPAL**) (Affix Corporate Seal HERE)

(Signature/Title of PRINCIPAL)

(Name of SURETY) Seal HERE) (Affix Corporate Seal HERE)

(Attorney-in-Fact)

[Attach Power of Attorney to this page]

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

I, _____, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
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)

Certification of Drug-Free Workplace

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

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

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

Signature: _____

Date _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

ASSURANCE OF COMPLIANCE SECTION 3
(HUD Act of 1968, as amended by the Housing and Community Development Act of 1992)
TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES
FOR BUSINESSES AND LOWER INCOME PERSONS

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, 24 CFR part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled
- (1) after the contractor is selected but before the contract is executed, and
 - (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible

(i) preference and opportunities for training and employment shall be given to Indians, and

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

Date: _____

Applicant _____

Address _____

Authorized Signature _____

Printed Name _____

Title _____

**Contractor Certification Concerning Labor Standards
and Prevailing Wage Requirements**

TO: _____
(Department, Agency, or Bureau) (Date)

Project Name Project Number

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:
- a) The Federal Labor Standards provisions are included in the aforesaid contract.
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. S/He certifies that:

Neither s/he nor any firm, partnership, or association in which s/he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-2(a)).

No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. S/He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. S/He certifies that:

a) The legal name and the business address of the undersigned are: _____

b) The undersigned is: ___ A Single Proprietorship ___ A Partnership ___ A Corporation
Organized in the State of _____ Other Organization (describe) _____

c) The name, title and address of the owner, partners or officers of the undersigned is/are:

NAME	TITLE	ADDRESS

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
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e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
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NAME OF CONTRACTOR

Date: _____

By:

Signature and Title

WARNING: The U.S. Criminal Code, Section 1010, Title 18, USC, provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the name to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

END OF SECTION

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between The Town of Wareham, hereinafter called "OWNER," acting herein through its _____, and _____ doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)* located in the Town of Wareham County of Plymouth, and State of Massachusetts, 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:

Bid #1048
Improvements to Bayview Park, Highland Avenue Sidewalk Improvements, and
Improvements to the Lillian Gregerman Bandshell

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00 41 13, FORM OF GENERAL BID, Section 00 72 00, GENERAL CONDITIONS, Section 00 73 0, SUPPLEMENTARY CONDITIONS, Section 00 73 73.13, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 270 consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$750 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00 73 00 SUPPLEMENTARY CONDITIONS.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; 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, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

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

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00 72 00, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00 72 00, GENERAL CONDITIONS and Section 00 73 00, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

The Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

_____, Massachusetts
(Owner)

By _____

(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

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 the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
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 it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Contractor

Date

Printed name of authorized representative of Contractor

Contractor's Certification (Continued)

CERTIFICATE OF NON-COLLUSION

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

Signature _____

Date _____

Print Name & Title

Company Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____

Name of individual

Name of contractor

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

LABOR HARMONY AND OSHA TRAINING REQUIREMENTS

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work ***and*** that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature _____

Date _____

Print Name & Title

Company Name

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 it:

- 7. Will not discriminate in their employment practices;
- 8. Intends to use the following listed construction trades in the work under the contract:

and

- 9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
- 10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
- 11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
- 12. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

Certification of Sub-Bidder Regarding Equal Employment Opportunity

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

CERTIFICATION OF SUB-BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

**Sub-Contractor Certification Concerning Labor Standards
and Prevailing Wage Requirements**

TO: _____
(Department, Agency, or Bureau) (Date)

c/o Project Number

Project Name

1. The undersigned, having executed a sub-contract with _____ for the construction of the above-identified project, acknowledges that:
 - a) The Federal Labor Standards provisions are included in the aforesaid contract;
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
 - a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-2(a)).
 - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. He certifies that:
 - a) The legal name and the business address of the undersigned are:

b) The undersigned is:

- A Single Proprietorship
- A Partnership
- A Corporation Organized in the State of _____
- Other Organization (describe) _____

c) The name, title and address of the owner, partners or officers of the undersigned is/are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME OF SUB-CONTRACTOR

Date: _____

By:

Signature and Title

WARNING

The U.S. Criminal Code, Section 1010, Title 18, USC, provides in part: “Whoever...makes, passes, utters or publishes any statement, knowing the name to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

END OF SECTION

SECTION 00 73 73.33

**FEDERAL PREVAILING WAGE RATES
AND REPORTING FORMS**

"General Decision Number: MA20240023 01/05/2024

Superseded General Decision Number: MA20230023

State: Massachusetts

Construction Type: Highway

County: Plymouth County in Massachusetts.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number Publication Date
 0 01/05/2024

CARP0330-003 09/01/2023

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 45.87	29.93

ENGI0004-027 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 48.73	29.25+A
GROUP 1.....	\$ 54.28	31.95
Group 2.....	\$ 48.23	29.25+A
GROUP 2.....	\$ 53.69	31.95

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1: Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid Loader; Broom/Sweeper; Crane; Gradall; Loader; Post Driver (Guardrail/Fences)

Group 2: Bulldozer; Grader/Blade; Milling Machine; Roller

IRON0007-026 09/16/2023

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 53.70	36.21

LABO0133-001 06/01/2022

	Rates	Fringes
LABORER (Concrete Surfer).....	\$ 36.31	26.64

LAB00385-002 06/01/2018		

	Rates	Fringes
LABORER (Landscape).....	\$ 33.25	22.92

LAB00385-003 06/01/2018		

	Rates	Fringes
LABORER (Fence Erection).....	\$ 33.50	22.92

LAB00721-002 06/01/2018		

	Rates	Fringes
LABORER (Guardrail Installation).....	\$ 33.50	22.92

LAB00876-001 06/01/2018		

	Rates	Fringes
LABORER (Common or General).....	\$ 33.25	22.92

PAIN0035-023 07/01/2023		

	Rates	Fringes
PAINTER (Steel).....	\$ 55.51	35.10

SUMA2014-013 01/11/2017		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 56.70	21.08
ELECTRICIAN, Includes Traffic Signalization.....	\$ 45.13	13.86
IRONWORKER, REINFORCING.....	\$ 44.52	19.36
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 34.32	17.35

LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 44.43	14.18
LABORER: Jack Hammer.....	\$ 38.69	17.33
OPERATOR: Forklift.....	\$ 64.67	0.00
OPERATOR: Mechanic.....	\$ 48.74	11.79
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 41.63	23.04
OPERATOR: Piledriver.....	\$ 42.56	17.34
PAINTER: Spray (Linestriping)....	\$ 47.30	6.42
TRAFFIC CONTROL: Flagger.....	\$ 23.00	20.44
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 53.35	12.78
TRUCK DRIVER: Concrete Truck....	\$ 33.69	15.79
TRUCK DRIVER: Dump Truck.....	\$ 37.35	11.00
TRUCK DRIVER: Flatbed Truck.....	\$ 48.53	0.00

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

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

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION"

"General Decision Number: MA20240012 01/05/2024

Superseded General Decision Number: MA20230012

State: Massachusetts

Construction Type: Building

County: Plymouth County in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be

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

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

Modification Number Publication Date
0 01/05/2024

ASBE0006-007 09/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe, & Mechanical System Insulation)....	\$ 53.50	35.16

BRMA0003-002 02/01/2023

	Rates	Fringes
BRICKLAYER (Includes Pointing, Caulking, Cleaning, and Waterproofing).....	\$ 60.35	34.40

BRMA0003-004 02/01/2023

	Rates	Fringes
TILE FINISHER.....	\$ 46.25	32.43
TILE SETTER.....	\$ 60.37	34.37

CARP0346-002 09/01/2023

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 45.87	29.93

ELEC0223-004 09/01/2023

Rates	Fringes
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ELECTRICIAN.....\$ 47.87 29.92

ELEV004-005 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 68.38	37.335+a+b

FOOTNOTE FOR ELEVATOR MECHANICS:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI004-012 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1:		
Backhoe/Excavator/Trackhoe,		
Loader.....	\$ 54.28	31.95
GROUP 2: Bulldozer.....	\$ 53.69	31.95

FOOTNOTE:

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

IRON007-005 09/16/2023

	Rates	Fringes
IRONWORKER		
Structural, Ornamental and		
Reinforcing.....	\$ 53.70	36.21

LABR0721-001 06/01/2018

	Rates	Fringes
LABORER		
Common or General.....	\$ 33.25	22.92

Mason Tender-Brick.....\$ 33.50 22.92

PAIN0035-018 07/01/2023

Rates Fringes

PAINTER (Brush/Roller,
Including Drywall
Finisher/Taper).....\$ 45.01 35.10

PAIN0035-019 07/01/2023

Rates Fringes

GLAZIER.....\$ 45.01 35.10

PLUM0051-001 09/01/2018

Rates Fringes

PLUMBER/PIPEFITTER (Includes
HVAC Pipe and Unit
Installation).....\$ 42.04 29.91

ROOF0033-003 08/01/2023

Rates Fringes

ROOFER.....\$ 50.03 33.69

SFMA0550-004 10/01/2023

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 67.95 35.36

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
Thanksgiving Day and Christmas Day, provided the employee
has been in the employment of a contractor 20 working days
prior to any such paid holiday.

SHEE0017-005 08/01/2023

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 56.16 43.07

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

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

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

Union Rate Identifiers

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the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Survey Rate Identifiers

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

=====

END OF GENERAL DECISION"

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

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



WAGE AND HOUR DIVISION
Revised December 2008

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

Date _____

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

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

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WHD
U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR

Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION
Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO.
3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF HOLDINGS EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	State with- holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Alex Driver - #####	2	Power Equipment Bull Dozer Group						2.00	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$642.43	\$1,374.03	
				8.00	8.00	5.50	6.00		27.50	\$9132.1585	\$2,012.46								

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

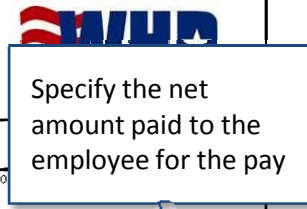
Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

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

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



Employer Name: [Blank] ADDRESS: 385 West Drive, Madison WI 53703
 Union Company: [Blank] PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018
 FOR WEEKENDING: 04/24-25-10 PROJECT OR CONTRACT NUMBER: 3000

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF DAYS EMPLOYED	WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITHHOLDING	UNEMPLOYMENT	STATE	OTHER		
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84								
Jason Worker - #####	2	General Laborer						4.00	4.00	\$19.20	\$76.80	\$136.06							
Shawn Worker - #####	3	Carpenter						1.50	1.50	\$60.19	\$90.28	\$121.40	\$54.77	\$128.35	\$47.19				
		Apprentice Carpenter 1st 6 mo. at 40%								\$32.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62				
		Plumber						20.00	20.00	\$67.88	\$1,004.80								
Roy Wrench - #####	5	Steamfitter						20.00	20.00	\$69.13	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08				
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4						24.00	24.00	\$60.80	\$719.28	\$113.45	\$142.48	\$122.33	\$35.98				

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the total overtime and straight time hours worked on the project.

Specify the gross earnings for the hours worked under the contract.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each week. 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information for compliance with the Davis-Bacon Act and the Contract Work Hours and Health Act. If you have any questions, please contact the nearest Office of Federal Contract Administration and Policy (OFCAP) office at 1-800-368-1093.

Public Burden Statement

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract. The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7. The gross wages earned on all projects, \$2,012.46, is entered in the

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EMPLOYERS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS					NET WAGES PAID FOR WEEK							
			OT OR ST	Sun	Mon	Tue	Wed	Thu	Fri				Sat	FICA	WITH- HOLDING TAX	State with- holding tax	Medicare		OTHER	TOTAL DEDUCTIONS					
				18	19	20	21	22	23				24												
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2	o						2.00	2.00	\$62.83	\$1,422.84													
			s			8.00	8.00	1.50	6.00		27.50	\$73.32	\$2,012.46	\$61.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03					
Jason Worker - #####	2	General Laborer	o						4.00	4.00	\$49.70	\$1,700.78													
			s		8.00	8.00	8.00	8.00	8.00		40.00	\$23.19	\$1,700.78	\$35.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07					
Sharon Wood - #####	3	Carpenter	o						1.50	1.50	\$60.19	\$1,887.49													
			s		8.00	8.00	8.00	8.00	8.00		40.00	\$30.52	\$1,887.49	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18					
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%	o								\$32.72	\$1,064.72													
			s		8.00	8.00	8.00	8.00	8.00		40.00	\$12.21	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01					
Roy Wrench - #####	5	Plumber	o								\$67.88	\$1,004.80													
			s		8.00				4.00	8.00	20.00	\$35.28	\$1,004.80												
Roy Wrench - #####	5	Steamfitter	o								\$69.13	\$1,038.40													
			s			8.00	8.00	4.00			20.00	\$34.41	\$2,043.20	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04					
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4	o								\$60.80	\$719.28													
			s		8.00	8.00			8.00		24.00	\$29.97	\$1,439.20	\$115.44	\$142.48	\$122.33	\$35.98		\$415.53	\$1,023.27					

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

PAYROLL
 Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347
 required to respond to the collection of information unless it displays a currently valid OMB control number.

Provide explanation of "other" deductions on signatory page.



ADDRESS: 385 West Drive, Madison WI 53703
 PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018
 PROJECT OR CONTRACT NO.: 3000
 Expires: 2/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF (c) EXCEPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Sun	Mon	Tue	Wed	Thu	Frid	Sat				FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			HOURS WORKED EACH DAY																
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - #####	2	General Laborer		8.00	8.00	8.00	5.00	6.00	4.00	\$49.20	\$2,012.46	\$136.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07	
Sharon Wood - #####	3	Carpenter		8.00	8.00	8.00	8.00	1.50	1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18	
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%		8.00	8.00	8.00	8.00	8.00	4.00	\$32.72	\$1,887.49	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01	
Roy Wrench - #####	5	Plumber		8.00			4.00	8.00	20.00	\$67.88	\$1,064.72								
Roy Wrench - #####	5	Steamfitter		8.00	8.00	4.00			20.00	\$69.13	\$1,004.80	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4		8.00	8.00			8.00	24.00	\$60.80	\$719.28	\$115.14	\$142.48	\$122.33	\$35.98		\$415.93	\$1,023.27	

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form WH-347 is required for all construction contracts (40 U.S.C. § 3145) contracts for construction work under 29 C.F.R. § 5.5(a)(3)(i) for a contractor or mechanic has been paid.

Employers who are generally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act requires employers to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require employers to submit this information to the federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take approximately 15 minutes to complete this form. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

Date 04/28/2010

I, Tiffany Payer Payroll Supervisor
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Sample Construction Company on the
(Contractor or Subcontractor)
Robin Street Apartments, Delafield WI; that during the payroll period commencing on the
(Building or Work)
18 day of 4, 2010, and ending the 24 day of 4, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Sample Construction Company from the full
(Contractor or Subcontractor)

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

Alex Driver - ##### - other deductions - \$85 for child support

Explanation of "other"

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at \$12.50 per hour and Pension at \$6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE
Robert Sample, Owner

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SECTION 00 73 73.33

ATTACHMENT A: JOBSITE POSTINGS

NOTICE TO ALL EMPLOYEES



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Wayne Darragh, President
Community Opportunities Group, Inc.
92 High Street, DH-28
Medford, MA 02155

Phone: 617-470-6436

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:

U.S. Department of Labor
Employment Standards Administration



DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Wayne Darragh, President
Community Opportunities Group, Inc.
92 High Street, DH-28
Medford, MA 02155

Phone: 617-470-6436

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



You Have a Right to a Safe and Healthful Workplace. IT'S THE LAW!

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in the inspection.
- You can file a complaint with OSHA within 30 days of discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have a right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violation.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records or records of your exposure to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.



The *Occupational Safety and Health Act of 1970 (OSH Act)*, P.L. 91-596, assures safe and healthful working conditions for working men and women throughout the Nation. The Occupational Safety and Health Administration, in the U.S. Department of Labor, has the primary responsibility for administering the *OSH Act*. The rights listed here may vary depending on the particular circumstances. To file a complaint, report an emergency, or seek OSHA advice, assistance, or products, call 1-800-321-OSHA or your nearest OSHA office: • Atlanta (404) 562-2300 • Boston (617) 565-9860 • Chicago (312) 353-2220 • Dallas (214) 767-4731 • Denver (303) 844-1600 • Kansas City (816) 426-5861 • New York (212) 337-2378 • Philadelphia (215) 861-4900 • San Francisco (415) 975-4310 • Seattle (206) 553-5930. Teletypewriter (TTY) number is 1-877-889-5627. To file a complaint online or obtain more information on OSHA federal and state programs, visit OSHA's website at www.osha.gov. If your workplace is in a state operating under an OSHA-approved plan, your employer must post the required state equivalent of this poster.

1-800-321-OSHA www.osha.gov

Usted Tiene el Derecho a un Lugar de Trabajo Seguro y Saludable.

¡LO ESTABLECE LA LEY!

- Tiene el derecho de notificar a su empleador o a la OSHA sobre cualquier peligro en su lugar de trabajo. Puede pedir a la OSHA que mantenga su nombre en reserva.
- Tiene el derecho de solicitar una inspección de la OSHA si considera que existen condiciones peligrosas y poco saludables en su lugar de trabajo. Usted o su representante puede participar en la inspección.
- Puede presentar un reclamo a OSHA durante un plazo de 30 días si su empleador lo discrimina por presentar reclamos de seguridad y sanidad o por ejercer sus derechos de acuerdo con la Ley.
- Tiene el derecho de ver las citaciones de la OSHA enviadas a su empleador. Su empleador debe colocar las citaciones en un lugar visible en el sitio de la supuesta infracción o cerca de él.
- Su empleador debe corregir los peligros en el lugar de trabajo dentro del plazo indicado en la citación y debe certificar que dichos peligros se hayan reducido o eliminado.
- Tiene el derecho de recibir copias de su historial médico o de los registros de su exposición a sustancias o condiciones tóxicas y peligrosas.
- Su empleador debe colocar este aviso en un lugar visible de su lugar de trabajo.



La Ley de Seguridad y Salud Ocupacionales de 1970 (la Ley), P.L. 91-596, garantiza condiciones ocupacionales seguras y saludables para los hombres y las mujeres que desempeñen algún trabajo en toda la Nación. La Administración de Seguridad y Salud Ocupacionales (OSHA), dependiente del Departamento del Trabajo de los Estados Unidos, es la responsable principal de supervisar la Ley. Los derechos que se indican en este documento pueden variar según las circunstancias particulares. Para presentar un reclamo, informar sobre una emergencia o pedir consejo, asistencia o productos de la OSHA, llame al 1-800-321-OSHA o a la oficina de la OSHA más cercana a usted: • Atlanta (404) 562-2300 • Boston (617) 565-9860 • Chicago (312) 353-2220 • Dallas (214) 767-4731 • Denver (303) 844-1600 • Ciudad de Kansas (816) 426-5861 • Nueva York (212) 337-2378 • Filadelfia (215) 861-4900 • San Francisco (415) 975-4310 • Seattle (206) 553-5930. El número TTY es 1-877-889-5627. Para presentar un reclamo en línea u obtener más información sobre los programas federales y estatales de la OSHA, visite el sitio Web de la OSHA en www.osha.gov. Si su lugar de trabajo se encuentra en un estado que funciona según un plan aprobado por la OSHA, su empleador debe colocar en un sitio visible el equivalente estatal de este afiche.

1-800-321-OSHA
www.osha.gov

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

La Igualdad De Oportunidades De Empleo Es

LA LEY

Empleadores con Contratos o Subcontratos Federales

Solicitantes de empleo y empleados de compañías privadas que tienen un contrato o subcontrato federal son protegidos por las siguientes autoridades federales:

RAZA, COLOR, RELIGION, SEXO, ORIGEN NACIONAL

La Orden del Poder Ejecutivo 11246, según enmendada, prohíbe la discriminación en el empleo por razón de raza, color, religión, sexo u origen nacional, y requiere programas de acción afirmativa para asegurar la igualdad de oportunidades en todos los aspectos de empleo.

INDIVIDUOS CON IMPEDIMENTOS

La Sección 503 de la Ley de Rehabilitación de 1973, según enmendada, prohíbe la discriminación en el empleo por razón de impedimento y requiere programas de acción afirmativa en la contratación y ascenso de personas calificadas con impedimentos que, con comodidad razonable, pueden desempeñar las funciones esenciales del empleo.

VETERANOS DE LA ERA DE VIETNAM, VETERANOS CON IMPEDIMENTOS ESPECIALES, Y OTROS VETERANOS PROTEGIDOS

38 U.S.C. 4212 de la Ley de Asistencia para la Readaptación de los Veteranos de Vietnam prohíbe la discriminación en el empleo y exige programas de acción afirmativa en la contratación y ascenso de veteranos calificados de Vietnam y de veteranos calificados con impedimentos especiales.

Cualquier persona que crea que un contratista no ha cumplido con sus obligaciones referentes a la no discriminación o los programas de acción afirmativa bajo las leyes anteriormente mencionadas debe comunicarse de inmediato con:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 o llamar al (202) 693-0101, o una oficina regional o de distrito del OFCCP listado bajo el título U.S. Government, Department of Labor.

Empleadores Privados, Gobiernos Estatales y Locales, Instituciones de Enseñanza

Las siguientes leyes federales protegen solicitantes de empleo y empleados de la mayoría de los empleadores privados, gobiernos estatales y locales, instituciones de enseñanza, agencias de empleo y organizaciones laborales:

RAZA, COLOR, RELIGION, SEXO, ORIGEN NACIONAL

El Título VII de la Ley de Derechos Civiles de 1964, según enmendada, prohíbe la discriminación en el empleo por razón de raza, color, religión, sexo u origen nacional en la contratación, promoción, despido, pago, beneficios suplementarios, programas de adiestramiento, clasificación de empleo, reclutamiento y bajo cualquier otro término y condición de empleo.

IMPEDIMENTO

La Ley para Personas con Impedimentos de 1990, según enmendada, protege solicitantes de empleados y empleadores con impedimentos contra la discriminación en la contratación, promoción, despido, pago, programas de adiestramiento, beneficios suplementarios, clasificación, asignación, y otros aspectos de empleo por razón de impedimento. La ley también exige que toda entidad comprendida proporcione a solicitantes de empleo y empleados calificados con impedimentos comodidad razonable al menos que esto cause dificultad excesiva.

EDAD

La Ley Contra la Discriminación en el Empleo por Razón de Edad de 1967, según enmendada, protege solicitantes de empleo y empleados de 40 años de edad o más de la discriminación en el empleo por razón de edad en la contratación, promoción, despido, pago, y bajo cualquier otro término, condición o privilegio de empleo.

SEXO (PAGO)

Además del Título VII de la Ley de Derechos Civiles de 1964 (anteriormente descrita), la Ley de Igualdad en el Pago de 1963, según enmendada, prohíbe la discriminación por razón de sexo en el pago de salario a mujeres y hombres que realizan trabajos sustancialmente iguales en el mismo lugar de trabajo.

Tomar represalia contra una persona que haya presentado una denuncia de discriminación, participe en una investigación, o se oponga a una práctica ilegal de empleo es prohibido por todas estas leyes federales.

Si usted cree que ha sido discriminado bajo cualquiera de las leyes descritas, debe comunicarse de inmediato con:

La Comisión de Igualdad de Oportunidades de Empleo (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 o con una oficina local de la Comisión Harnando gratuitamente al (800) 669-4000. Para personas con impedimentos auditivos, el número sin cargo de la Comisión por el sistema TDD es (800) 669-6820.

Programas o Actividades que Reciben Subsidios Federales

RAZA, COLOR, ORIGEN NACIONAL, SEXO

Además del amparo que brinda el Título VII de la Ley de Derechos Civiles de 1964, el Título VI de la ley prohíbe la discriminación por razón de raza, color, u origen nacional en programas o actividades que reciben subsidios federales. Discriminación en el empleo está comprendida bajo el Título VI si el objetivo primordial del subsidio es proporcionar empleos y en los casos en que la discriminación en el empleo causa o podría causar discriminación en la prestación de servicios de esos programas. El Título IX de las Enmiendas de Educación de 1972 prohíbe la discriminación en el empleo por razón de sexo en programas o actividades educacionales que reciben subsidios federales.

INDIVIDUOS CON IMPEDIMENTOS

La Sección 504 de la Ley de Rehabilitación de 1973, según enmendada, prohíbe la discriminación en el empleo por razón de impedimentos en cualquier programa o actividad que recibe subsidios del gobierno federal. Se prohíbe la discriminación en todas las modalidades de empleo contra personas con impedimentos físicos y mentales que, con comodidad razonable, pueden desempeñar las funciones esenciales del empleo.

Si usted cree que ha sido discriminado en el empleo en un programa de cualquier institución que recibe subsidios federales, debe comunicarse de inmediato con la agencia federal que otorga el subsidio.



RIGHT TO KNOW WORKPLACE NOTICE

The Commonwealth of Massachusetts
Department of Labor and Workforce Development
Division of Occupational Safety

Angelo Buonopane
Director

Robert J. Prezioso
Deputy Director

The **RIGHT TO KNOW LAW, Chapter 111F** of the Massachusetts General Laws, provides rights to Public Sector employees* regarding the communication of information on toxic and hazardous substances. These rights include:

WORKPLACE NOTICE- A notice must be posted in a central location in the workplace informing employees of their rights under the law. The notice must be in the English language. In workplaces where employees' first language is other than English, the notice must be posted in that language.

TRAINING- Employers must provide an annual training program to employees who work with toxic or hazardous substances. New employees must receive training within thirty days from date of hire. The training program must be conducted by a competent person and may be in the form of verbal and/or written instruction. At a minimum, training must include an explanation of employee rights, information on how to read an MSDS, the specific hazards of the chemicals used, handled or stored in the workplace, the type of personal protective equipment to be worn, and information on labeling of hazardous substances. This training must be done with pay during the employee's normal work shift or work hours. A record of this training must be maintained by the employer.

MATERIAL SAFETY DATA SHEET (MSDS)- The Material Safety Data Sheet is the document that provides information on each toxic or hazardous substance used or stored in the workplace. An employee or his or her designated representative has the right to obtain and examine the MSDS for any toxic or hazardous substance to which the employee "is, has been, or may be", exposed, if the employee's request is made to the employer in writing. After four working days from the date the request is made, an employee can refuse to work with the substance under two circumstances:

1. The employer fails to: (a) furnish the employee with the MSDS and (b) furnish the employee with proof that the employer has exercised diligent effort to obtain the MSDS, either through the manufacturer or through the Deputy Director of the Division of Occupational Safety, or,
2. The MSDS provided by the employer is incomplete or outdated.

LABELING- All containers in the workplace of more than five pounds or more than one gallon, containing toxic or hazardous substances, must be labeled with the chemical name of the substance. Containers of mixtures must be labeled with the chemical name of each toxic or hazardous constituent when the constituents comprise one percent or more of the mixture. Containers must also be labeled with the appropriate National Fire Prevention Association (NFPA) symbol if available. Labels must be clear, prominent, in English and weather resistant. There are some exceptions to the labeling requirements for containers which are labeled in accordance with certain Federal laws.

NON-DISCRIMINATION- An employee who believes he or she has been discharged, disciplined, or in any other manner discriminated against by an employer for exercising rights granted under the Law, has one hundred eighty days following the violation of the Law or following the date on which he or she obtained knowledge that a violation occurred, to file a complaint with the Deputy Director of the Division of Occupational Safety. A copy of the complaint must be sent to the employer at the same time by certified mail.

NOTE- The employee rights listed above are further defined in Chapter 111F of the Massachusetts General Laws and the Code of Massachusetts Regulations 454 CMR 21.00. Copies of the law and regulation can be obtained at the Statehouse Bookstore (Phone: 617-727-2834).

All Right-to Know Inquiries should be addressed to:
Division of Occupational Safety
1001 Watertown Street
West Newton, MA 02465
Phone: 617-969-7177
Fax: 617-727-4581

*Private sector employees in Massachusetts are covered by a similar regulation, the Hazard Communication Standard (29 CFR 1910.1200), enforced by the Federal Occupational Safety and Health Administration (OSHA 617-565-9860).

SECTION 00 73 73.43

ATTACHMENT A

**MASSACHUSETTS PREVAILING WAGE RATES
AND REPORTING FORMS**



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Wareham
Contract Number: 1048 **City/Town:** WAREHAM
Description of Work: Renovation of several sites in Onset Village. Pathway and sidewalk upgrades, new ADA-compliant stairs and ramps with handrails, new guardrail, stormwater management, site lighting, and other elements.
Job Location: 186 Onset Ave, Highland Ave, and 4 Union Ave

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2023	\$38.95	\$14.57	\$18.67	\$0.00	\$72.19
	01/01/2024	\$38.95	\$15.07	\$18.67	\$0.00	\$72.69
	06/01/2024	\$39.95	\$15.07	\$18.67	\$0.00	\$73.69
	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	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>	12/01/2023	\$39.02	\$14.57	\$18.67	\$0.00	\$72.26
	01/01/2024	\$39.02	\$15.07	\$18.67	\$0.00	\$72.76
	06/01/2024	\$40.02	\$15.07	\$18.67	\$0.00	\$73.76
	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	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>	12/01/2023	\$39.14	\$14.57	\$18.67	\$0.00	\$72.38
	01/01/2024	\$39.14	\$15.07	\$18.67	\$0.00	\$72.88
	06/01/2024	\$40.14	\$15.07	\$18.67	\$0.00	\$73.88
	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	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 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
	12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2023	\$40.80	\$14.50	\$11.05	\$0.00	\$66.35
	06/01/2024	\$41.80	\$14.50	\$11.05	\$0.00	\$67.35
	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
	12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						

BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

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

Effective Date - 01/01/2024

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	08/01/2023	\$62.40	\$11.49	\$22.34	\$0.00	\$96.23
	02/01/2024	\$63.65	\$11.49	\$22.34	\$0.00	\$97.48
	08/01/2024	\$65.75	\$11.49	\$22.34	\$0.00	\$99.58
	02/01/2025	\$67.05	\$11.49	\$22.34	\$0.00	\$100.88
	08/01/2025	\$69.20	\$11.49	\$22.34	\$0.00	\$103.03
	02/01/2026	\$70.55	\$11.49	\$22.34	\$0.00	\$104.38
	08/01/2026	\$72.75	\$11.49	\$22.34	\$0.00	\$106.58
	02/01/2027	\$74.15	\$11.49	\$22.34	\$0.00	\$107.98

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.20	\$11.49	\$22.34	\$0.00	\$65.03
2	60	\$37.44	\$11.49	\$22.34	\$0.00	\$71.27
3	70	\$43.68	\$11.49	\$22.34	\$0.00	\$77.51
4	80	\$49.92	\$11.49	\$22.34	\$0.00	\$83.75
5	90	\$56.16	\$11.49	\$22.34	\$0.00	\$89.99

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.83	\$11.49	\$22.34	\$0.00	\$65.66
2	60	\$38.19	\$11.49	\$22.34	\$0.00	\$72.02
3	70	\$44.56	\$11.49	\$22.34	\$0.00	\$78.39
4	80	\$50.92	\$11.49	\$22.34	\$0.00	\$84.75
5	90	\$57.29	\$11.49	\$22.34	\$0.00	\$91.12

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2023	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	06/01/2024	\$46.96	\$9.65	\$18.22	\$0.00	\$74.83
	12/01/2024	\$48.43	\$9.65	\$18.22	\$0.00	\$76.30
	06/01/2025	\$49.93	\$9.65	\$18.22	\$0.00	\$77.80
	12/01/2025	\$51.43	\$9.65	\$18.22	\$0.00	\$79.30
	06/01/2026	\$52.98	\$9.65	\$18.22	\$0.00	\$80.85
	12/01/2026	\$54.48	\$9.65	\$18.22	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	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 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2023	\$45.12	\$9.33	\$19.97	\$0.00	\$74.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD)	07/01/2023	\$48.19	\$13.00	\$23.57	\$1.30	\$86.06
	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.10	\$13.00	\$15.93	\$0.00	\$53.03
2	60	\$28.91	\$13.00	\$18.57	\$1.30	\$61.78
3	65	\$31.32	\$13.00	\$19.57	\$1.30	\$65.19
4	70	\$33.73	\$13.00	\$20.57	\$1.30	\$68.60
5	75	\$36.14	\$13.00	\$21.57	\$1.30	\$72.01
6	80	\$38.55	\$13.00	\$22.57	\$1.30	\$75.42
7	90	\$43.37	\$13.00	\$23.57	\$1.30	\$81.24

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

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 <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$56.13	\$15.00	\$16.40	\$0.00	\$87.53
	06/01/2024	\$57.45	\$15.00	\$16.40	\$0.00	\$88.85
	12/01/2024	\$58.93	\$15.00	\$16.40	\$0.00	\$90.33
	06/01/2025	\$60.26	\$15.00	\$16.40	\$0.00	\$91.66
	12/01/2025	\$61.73	\$15.00	\$16.40	\$0.00	\$93.13
	06/01/2026	\$63.06	\$15.00	\$16.40	\$0.00	\$94.46
	12/01/2026	\$64.54	\$15.00	\$16.40	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	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 - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.76	\$9.65	\$0.00	\$0.00	\$37.41
2	55	\$30.53	\$9.65	\$6.55	\$0.00	\$46.73
3	60	\$33.31	\$9.65	\$7.14	\$0.00	\$50.10
4	65	\$36.08	\$9.65	\$7.74	\$0.00	\$53.47
5	70	\$38.86	\$9.65	\$20.13	\$0.00	\$68.64
6	75	\$41.63	\$9.65	\$20.73	\$0.00	\$72.01
7	80	\$44.41	\$9.65	\$21.32	\$0.00	\$75.38
8	90	\$49.96	\$9.65	\$22.51	\$0.00	\$82.12

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
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For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
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For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
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For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
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For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2023	\$45.23	\$9.65	\$18.07	\$0.00	\$72.95
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For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2023	\$44.48	\$9.65	\$18.07	\$0.00	\$72.20
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2023	\$47.87	\$11.75	\$16.86	\$0.00	\$76.48

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.15	\$11.75	\$0.57	\$0.00	\$31.47
2	45	\$21.54	\$11.75	\$0.65	\$0.00	\$33.94
3	50	\$23.94	\$11.75	\$0.72	\$0.00	\$36.41
4	55	\$26.33	\$11.75	\$7.79	\$0.00	\$45.87
5	60	\$28.72	\$11.75	\$8.31	\$0.00	\$48.78
6	65	\$31.12	\$11.75	\$8.65	\$0.00	\$51.52
7	70	\$33.51	\$11.75	\$9.38	\$0.00	\$54.64
8	75	\$35.90	\$11.75	\$9.90	\$0.00	\$57.55

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

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

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$50.30	\$14.50	\$16.15	\$0.00	\$80.95
	05/01/2024	\$51.54	\$14.50	\$16.15	\$0.00	\$82.19
	11/01/2024	\$52.83	\$14.50	\$16.15	\$0.00	\$83.48
	05/01/2025	\$54.27	\$14.50	\$16.15	\$0.00	\$84.92
	11/01/2025	\$55.56	\$14.50	\$16.15	\$0.00	\$86.21
	05/01/2026	\$57.00	\$14.50	\$16.15	\$0.00	\$87.65
	11/01/2026	\$58.29	\$14.50	\$16.15	\$0.00	\$88.94
	05/01/2027	\$59.72	\$14.50	\$16.15	\$0.00	\$90.37

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$51.87	\$14.50	\$16.15	\$0.00	\$82.52
	05/01/2024	\$53.12	\$14.50	\$16.15	\$0.00	\$83.77
	11/01/2024	\$54.42	\$14.50	\$16.15	\$0.00	\$85.07
	05/01/2025	\$55.87	\$14.50	\$16.15	\$0.00	\$86.52
	11/01/2025	\$57.17	\$14.50	\$16.15	\$0.00	\$87.82
	05/01/2026	\$58.62	\$14.50	\$16.15	\$0.00	\$89.27
	11/01/2026	\$59.92	\$14.50	\$16.15	\$0.00	\$90.57
	05/01/2027	\$61.37	\$14.50	\$16.15	\$0.00	\$92.02

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2023	\$24.93	\$14.50	\$16.15	\$0.00	\$55.58
	05/01/2024	\$25.66	\$14.50	\$16.15	\$0.00	\$56.31
	11/01/2024	\$26.42	\$14.50	\$16.15	\$0.00	\$57.07
	05/01/2025	\$27.27	\$14.50	\$16.15	\$0.00	\$57.92
	11/01/2025	\$28.03	\$14.50	\$16.15	\$0.00	\$58.68
	05/01/2026	\$28.88	\$14.50	\$16.15	\$0.00	\$59.53
	11/01/2026	\$29.64	\$14.50	\$16.15	\$0.00	\$60.29
	05/01/2027	\$30.49	\$14.50	\$16.15	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
	For apprentice rates see "Apprentice- ELECTRICIAN"					
FIRE ALARM REPAIR / MAINTENANCE <i>/ COMMISSIONING ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
	For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"					
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$44.47	\$15.00	\$16.40	\$0.00	\$75.87
	06/01/2024	\$45.53	\$15.00	\$16.40	\$0.00	\$76.93
	12/01/2024	\$46.71	\$15.00	\$16.40	\$0.00	\$78.11
	06/01/2025	\$47.77	\$15.00	\$16.40	\$0.00	\$79.17
	12/01/2025	\$48.94	\$15.00	\$16.40	\$0.00	\$80.34
	06/01/2026	\$50.00	\$15.00	\$16.40	\$0.00	\$81.40
	12/01/2026	\$51.18	\$15.00	\$16.40	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$25.48	\$9.65	\$17.14	\$0.00	\$52.27
	06/01/2024	\$26.51	\$9.65	\$17.14	\$0.00	\$53.30
	12/01/2024	\$26.51	\$9.65	\$17.14	\$0.00	\$53.30
	06/01/2025	\$27.59	\$9.65	\$17.14	\$0.00	\$54.38
	12/01/2025	\$27.59	\$9.65	\$17.14	\$0.00	\$54.38
	06/01/2026	\$28.71	\$9.65	\$17.14	\$0.00	\$55.50
	12/01/2026	\$28.71	\$9.65	\$17.14	\$0.00	\$55.50
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2022	\$51.77	\$9.33	\$20.27	\$0.00	\$81.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.89	\$9.33	\$1.79	\$0.00	\$37.01
2	55	\$28.47	\$9.33	\$1.79	\$0.00	\$39.59
3	60	\$31.06	\$9.33	\$14.90	\$0.00	\$55.29
4	65	\$33.65	\$9.33	\$14.90	\$0.00	\$57.88
5	70	\$36.24	\$9.33	\$16.69	\$0.00	\$62.26
6	75	\$38.83	\$9.33	\$16.69	\$0.00	\$64.85
7	80	\$41.42	\$9.33	\$18.48	\$0.00	\$69.23
8	85	\$44.00	\$9.33	\$18.48	\$0.00	\$71.81

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.27	\$15.00	\$0.00	\$0.00	\$45.27
2	60	\$33.02	\$15.00	\$16.40	\$0.00	\$64.42
3	65	\$35.77	\$15.00	\$16.40	\$0.00	\$67.17
4	70	\$38.52	\$15.00	\$16.40	\$0.00	\$69.92
5	75	\$41.27	\$15.00	\$16.40	\$0.00	\$72.67
6	80	\$44.02	\$15.00	\$16.40	\$0.00	\$75.42
7	85	\$46.78	\$15.00	\$16.40	\$0.00	\$78.18
8	90	\$49.53	\$15.00	\$16.40	\$0.00	\$80.93

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.98	\$15.00	\$0.00	\$0.00	\$45.98
2	60	\$33.80	\$15.00	\$16.40	\$0.00	\$65.20
3	65	\$36.61	\$15.00	\$16.40	\$0.00	\$68.01
4	70	\$39.43	\$15.00	\$16.40	\$0.00	\$70.83
5	75	\$42.25	\$15.00	\$16.40	\$0.00	\$73.65
6	80	\$45.06	\$15.00	\$16.40	\$0.00	\$76.46
7	85	\$47.88	\$15.00	\$16.40	\$0.00	\$79.28
8	90	\$50.70	\$15.00	\$16.40	\$0.00	\$82.10

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - B	10/01/2023	\$39.74	\$14.43	\$19.04	\$2.20	\$75.41
	04/01/2024	\$41.24	\$14.43	\$19.04	\$2.20	\$76.91
	10/01/2024	\$42.49	\$14.43	\$19.04	\$2.20	\$78.16
	04/01/2025	\$43.99	\$14.43	\$19.04	\$2.20	\$79.66
	10/01/2025	\$45.24	\$14.43	\$19.04	\$2.20	\$80.91
	04/01/2026	\$46.74	\$14.43	\$19.04	\$2.20	\$82.41

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - B	10/01/2023	\$39.74	\$14.43	\$19.04	\$2.20	\$75.41
	04/01/2024	\$41.24	\$14.43	\$19.04	\$2.20	\$76.91
	10/01/2024	\$42.49	\$14.43	\$19.04	\$2.20	\$78.16
	04/01/2025	\$43.99	\$14.43	\$19.04	\$2.20	\$79.66
	10/01/2025	\$45.24	\$14.43	\$19.04	\$2.20	\$80.91
	04/01/2026	\$46.74	\$14.43	\$19.04	\$2.20	\$82.41

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.61	\$9.65	\$17.14	\$0.00	\$65.40
	06/01/2024	\$39.94	\$9.65	\$17.14	\$0.00	\$66.73
	12/01/2024	\$41.27	\$9.65	\$17.14	\$0.00	\$68.06
	06/01/2025	\$42.66	\$9.65	\$17.14	\$0.00	\$69.45
	12/01/2025	\$44.04	\$9.65	\$17.14	\$0.00	\$70.83
	06/01/2026	\$45.48	\$9.65	\$17.14	\$0.00	\$72.27
	12/01/2026	\$46.92	\$9.65	\$17.14	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2023	\$48.15	\$14.75	\$19.61	\$0.00	\$82.51
	09/01/2024	\$51.23	\$14.75	\$19.61	\$0.00	\$85.59
	09/01/2025	\$54.31	\$14.75	\$19.61	\$0.00	\$88.67
	09/01/2026	\$57.38	\$14.75	\$19.61	\$0.00	\$91.74

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$14.75	\$14.32	\$0.00	\$53.15
2	60	\$28.89	\$14.75	\$15.37	\$0.00	\$59.01
3	70	\$33.71	\$14.75	\$16.43	\$0.00	\$64.89
4	80	\$38.52	\$14.75	\$17.49	\$0.00	\$70.76

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.62	\$14.75	\$14.32	\$0.00	\$54.69
2	60	\$30.74	\$14.75	\$15.37	\$0.00	\$60.86
3	70	\$35.86	\$14.75	\$16.43	\$0.00	\$67.04
4	80	\$40.98	\$14.75	\$17.49	\$0.00	\$73.22

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
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Apprentice - LABORER - Zone 2

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.40	\$16.89	\$0.00	\$49.01
2	70	\$26.50	\$9.40	\$16.89	\$0.00	\$52.79
3	80	\$30.29	\$9.40	\$16.89	\$0.00	\$56.58
4	90	\$34.07	\$9.40	\$16.89	\$0.00	\$60.36

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
	06/01/2024	\$39.19	\$9.65	\$17.14	\$0.00	\$65.98
	12/01/2024	\$40.52	\$9.65	\$17.14	\$0.00	\$67.31
	06/01/2025	\$41.91	\$9.65	\$17.14	\$0.00	\$68.70
	12/01/2025	\$43.29	\$9.65	\$17.14	\$0.00	\$70.08
	06/01/2026	\$44.73	\$9.65	\$17.14	\$0.00	\$71.52
	12/01/2026	\$46.17	\$9.65	\$17.14	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.72	\$9.65	\$17.14	\$0.00	\$49.51
2	70	\$26.50	\$9.65	\$17.14	\$0.00	\$53.29
3	80	\$30.29	\$9.65	\$17.14	\$0.00	\$57.08
4	90	\$34.07	\$9.65	\$17.14	\$0.00	\$60.86

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.51	\$9.00	\$16.89	\$0.00	\$49.40
2	70	\$27.43	\$9.00	\$16.89	\$0.00	\$53.32
3	80	\$31.35	\$9.00	\$16.89	\$0.00	\$57.24
4	90	\$35.27	\$9.00	\$16.89	\$0.00	\$61.16

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
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For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	12/01/2023	\$38.36	\$9.40	\$16.89	\$0.00	\$64.65
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For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2023	\$37.95	\$9.65	\$17.20	\$0.00	\$64.80
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 2	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

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

LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
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For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS - ZONE 2	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
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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 LABORERS - ZONE 2	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

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

Effective Date - 08/01/2023

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.45	\$11.49	\$20.37	\$0.00	\$56.31
2	60	\$29.33	\$11.49	\$20.37	\$0.00	\$61.19
3	70	\$34.22	\$11.49	\$20.37	\$0.00	\$66.08
4	80	\$39.11	\$11.49	\$20.37	\$0.00	\$70.97
5	90	\$44.00	\$11.49	\$20.37	\$0.00	\$75.86

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2023

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.84	\$11.49	\$22.31	\$0.00	\$65.64
2	60	\$38.20	\$11.49	\$22.31	\$0.00	\$72.00
3	70	\$44.57	\$11.49	\$22.31	\$0.00	\$78.37
4	80	\$50.94	\$11.49	\$22.31	\$0.00	\$84.74
5	90	\$57.30	\$11.49	\$22.31	\$0.00	\$91.10

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

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 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$24.41	\$15.00	\$16.40	\$0.00	\$55.81
	06/01/2024	\$25.01	\$15.00	\$16.40	\$0.00	\$56.41
	12/01/2024	\$25.67	\$15.00	\$16.40	\$0.00	\$57.07
	06/01/2025	\$26.27	\$15.00	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.93	\$15.00	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.52	\$15.00	\$16.40	\$0.00	\$58.92
	12/01/2026	\$28.19	\$15.00	\$16.40	\$0.00	\$59.59

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$29.86	\$15.00	\$16.40	\$0.00	\$61.26
	06/01/2024	\$30.58	\$15.00	\$16.40	\$0.00	\$61.98
	12/01/2024	\$31.38	\$15.00	\$16.40	\$0.00	\$62.78
	06/01/2025	\$32.10	\$15.00	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.90	\$15.00	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.62	\$15.00	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.42	\$15.00	\$16.40	\$0.00	\$65.82

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2023	\$55.51	\$9.65	\$23.70	\$0.00	\$88.86
	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	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 - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.76	\$9.65	\$0.00	\$0.00	\$37.41
2	55	\$30.53	\$9.65	\$6.55	\$0.00	\$46.73
3	60	\$33.31	\$9.65	\$7.14	\$0.00	\$50.10
4	65	\$36.08	\$9.65	\$7.74	\$0.00	\$53.47
5	70	\$38.86	\$9.65	\$20.13	\$0.00	\$68.64
6	75	\$41.63	\$9.65	\$20.73	\$0.00	\$72.01
7	80	\$44.41	\$9.65	\$21.32	\$0.00	\$75.38
8	90	\$49.96	\$9.65	\$22.51	\$0.00	\$82.12

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2023	\$46.41	\$9.65	\$23.70	\$0.00	\$79.76
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$46.96	\$9.95	\$23.95	\$0.00	\$80.86
	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.21	\$9.65	\$0.00	\$0.00	\$32.86
2	55	\$25.53	\$9.65	\$6.55	\$0.00	\$41.73
3	60	\$27.85	\$9.65	\$7.14	\$0.00	\$44.64
4	65	\$30.17	\$9.65	\$7.74	\$0.00	\$47.56
5	70	\$32.49	\$9.65	\$20.13	\$0.00	\$62.27
6	75	\$34.81	\$9.65	\$20.73	\$0.00	\$65.19
7	80	\$37.13	\$9.65	\$21.32	\$0.00	\$68.10
8	90	\$41.77	\$8.65	\$22.51	\$0.00	\$72.93

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$9.95	\$0.00	\$0.00	\$33.43
2	55	\$25.83	\$9.95	\$6.66	\$0.00	\$42.44
3	60	\$28.18	\$9.95	\$7.26	\$0.00	\$45.39
4	65	\$30.52	\$9.95	\$7.87	\$0.00	\$48.34
5	70	\$32.87	\$9.95	\$20.32	\$0.00	\$63.14
6	75	\$35.22	\$9.95	\$20.93	\$0.00	\$66.10
7	80	\$37.57	\$9.95	\$21.53	\$0.00	\$69.05
8	90	\$42.26	\$9.95	\$22.74	\$0.00	\$74.95

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2023	\$44.47	\$9.65	\$23.70	\$0.00	\$77.82
PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$45.02	\$9.95	\$23.95	\$0.00	\$78.92
	07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.24	\$9.65	\$0.00	\$0.00	\$31.89
2	55	\$24.46	\$9.65	\$6.55	\$0.00	\$40.66
3	60	\$26.68	\$9.65	\$7.14	\$0.00	\$43.47
4	65	\$28.91	\$9.65	\$7.74	\$0.00	\$46.30
5	70	\$31.13	\$9.65	\$20.13	\$0.00	\$60.91
6	75	\$33.35	\$9.65	\$20.73	\$0.00	\$63.73
7	80	\$35.58	\$9.65	\$21.32	\$0.00	\$66.55
8	90	\$40.02	\$9.65	\$22.51	\$0.00	\$72.18

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$9.95	\$0.00	\$0.00	\$32.46
2	55	\$24.76	\$9.95	\$6.66	\$0.00	\$41.37
3	60	\$27.01	\$9.95	\$7.26	\$0.00	\$44.22
4	65	\$29.26	\$9.95	\$7.87	\$0.00	\$47.08
5	70	\$31.51	\$9.95	\$20.32	\$0.00	\$61.78
6	75	\$33.77	\$9.95	\$20.93	\$0.00	\$64.65
7	80	\$36.02	\$9.95	\$21.53	\$0.00	\$67.50
8	90	\$40.52	\$9.95	\$22.74	\$0.00	\$73.21

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2023	\$45.01	\$9.65	\$23.70	\$0.00	\$78.36
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2024	\$45.56	\$9.95	\$23.95	\$0.00	\$79.46
	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$9.65	\$0.00	\$0.00	\$32.16
2	55	\$24.76	\$9.65	\$6.55	\$0.00	\$40.96
3	60	\$27.01	\$9.65	\$7.14	\$0.00	\$43.80
4	65	\$29.26	\$9.65	\$7.74	\$0.00	\$46.65
5	70	\$31.51	\$9.65	\$20.13	\$0.00	\$61.29
6	75	\$33.76	\$9.65	\$20.73	\$0.00	\$64.14
7	80	\$36.01	\$9.65	\$21.32	\$0.00	\$66.98
8	90	\$40.51	\$9.65	\$22.51	\$0.00	\$72.67

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$9.95	\$0.00	\$0.00	\$32.73
2	55	\$25.06	\$9.95	\$6.66	\$0.00	\$41.67
3	60	\$27.34	\$9.95	\$7.26	\$0.00	\$44.55
4	65	\$29.61	\$9.95	\$7.87	\$0.00	\$47.43
5	70	\$31.89	\$9.95	\$20.32	\$0.00	\$62.16
6	75	\$34.17	\$9.95	\$20.93	\$0.00	\$65.05
7	80	\$36.45	\$9.95	\$21.53	\$0.00	\$67.93
8	90	\$41.00	\$9.95	\$22.74	\$0.00	\$73.69

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2023	\$43.07	\$9.65	\$23.70	\$0.00	\$76.42
PAINTERS LOCAL 35 - ZONE 2	01/01/2024	\$43.62	\$9.95	\$23.95	\$0.00	\$77.52
	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.54	\$9.65	\$0.00	\$0.00	\$31.19
2	55	\$23.69	\$9.65	\$6.27	\$0.00	\$39.61
3	60	\$25.84	\$9.65	\$6.84	\$0.00	\$42.33
4	65	\$28.00	\$9.65	\$7.41	\$0.00	\$45.06
5	70	\$30.15	\$9.65	\$19.78	\$0.00	\$59.58
6	75	\$32.30	\$9.65	\$20.35	\$0.00	\$62.30
7	80	\$34.46	\$9.65	\$20.92	\$0.00	\$65.03
8	90	\$38.76	\$9.65	\$22.06	\$0.00	\$70.47

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$9.95	\$0.00	\$0.00	\$31.76
2	55	\$23.99	\$9.95	\$6.66	\$0.00	\$40.60
3	60	\$26.17	\$9.95	\$7.26	\$0.00	\$43.38
4	65	\$28.35	\$9.95	\$7.87	\$0.00	\$46.17
5	70	\$30.53	\$9.95	\$20.32	\$0.00	\$60.80
6	75	\$32.72	\$9.95	\$20.93	\$0.00	\$63.60
7	80	\$34.90	\$9.95	\$21.53	\$0.00	\$66.38
8	90	\$39.26	\$9.95	\$22.74	\$0.00	\$71.95

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2023	\$37.86	\$9.65	\$17.14	\$0.00	\$64.65
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2024	\$39.19	\$9.65	\$17.14	\$0.00	\$65.98
	12/01/2024	\$40.52	\$9.65	\$17.14	\$0.00	\$67.31
	06/01/2025	\$41.91	\$9.65	\$17.14	\$0.00	\$68.70
	12/01/2025	\$43.29	\$9.65	\$17.14	\$0.00	\$70.08
	06/01/2026	\$44.73	\$9.65	\$17.14	\$0.00	\$71.52
	12/01/2026	\$46.17	\$9.65	\$17.14	\$0.00	\$72.96

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2023	\$38.78	\$14.57	\$18.67	\$0.00	\$72.02
	01/01/2024	\$38.78	\$15.07	\$18.67	\$0.00	\$72.52
	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	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) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i> For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59

Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/28/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.80	\$10.15	\$2.50	\$0.00	\$33.45
2	50	\$26.00	\$10.15	\$2.50	\$0.00	\$38.65
3	60	\$31.19	\$10.15	\$8.80	\$0.00	\$50.14
4	70	\$36.39	\$10.15	\$14.08	\$0.00	\$60.62
5	80	\$41.59	\$10.15	\$17.60	\$0.00	\$69.34

Effective Date - 08/26/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.90	\$10.15	\$2.50	\$0.00	\$34.55
2	50	\$27.37	\$10.15	\$2.50	\$0.00	\$40.02
3	60	\$32.84	\$10.15	\$8.80	\$0.00	\$51.79
4	70	\$38.32	\$10.15	\$14.08	\$0.00	\$62.55
5	80	\$43.79	\$10.15	\$17.60	\$0.00	\$71.54

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59

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

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
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For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21

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

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.86	\$9.65	\$17.14	\$0.00	\$65.65
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$39.36	\$9.40	\$16.89	\$0.00	\$65.65
	06/01/2024	\$40.69	\$9.40	\$16.89	\$0.00	\$66.98
	12/01/2024	\$42.02	\$9.40	\$16.89	\$0.00	\$68.31
	06/01/2025	\$43.41	\$9.40	\$16.89	\$0.00	\$69.70
	12/01/2025	\$44.79	\$9.40	\$16.89	\$0.00	\$71.08
	06/01/2026	\$46.23	\$9.40	\$16.89	\$0.00	\$72.52
	12/01/2026	\$47.67	\$9.40	\$16.89	\$0.00	\$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$16.40	\$0.00	\$67.02
	06/01/2024	\$36.47	\$15.00	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.42	\$15.00	\$16.40	\$0.00	\$68.82
	06/01/2025	\$38.27	\$15.00	\$16.40	\$0.00	\$69.67
	12/01/2025	\$39.22	\$15.00	\$16.40	\$0.00	\$70.62
	06/01/2026	\$40.08	\$15.00	\$16.40	\$0.00	\$71.48
	12/01/2026	\$41.03	\$15.00	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
	02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
	08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
	02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
	08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
	02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2023

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.64	\$12.78	\$5.59	\$0.00	\$44.01
2	60	\$30.77	\$12.78	\$20.20	\$0.00	\$63.75
3	65	\$33.33	\$12.78	\$20.20	\$0.00	\$66.31
4	75	\$38.46	\$12.78	\$20.20	\$0.00	\$71.44
5	85	\$43.59	\$12.78	\$20.20	\$0.00	\$76.57

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

Apprentice to Journeyworker Ratio:**

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

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	10/01/2023	\$39.74	\$14.43	\$19.04	\$2.20	\$75.41
	04/01/2024	\$41.24	\$14.43	\$19.04	\$2.20	\$76.91
	10/01/2024	\$42.49	\$14.43	\$19.04	\$2.20	\$78.16
	04/01/2025	\$43.99	\$14.43	\$19.04	\$2.20	\$79.66
	10/01/2025	\$45.24	\$14.43	\$19.04	\$2.20	\$80.91
	04/01/2026	\$46.74	\$14.43	\$19.04	\$2.20	\$82.41

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.90	\$14.27	\$4.18	\$1.06	\$35.41
2	45	\$17.88	\$14.27	\$4.71	\$1.13	\$37.99
3	50	\$19.87	\$14.27	\$11.44	\$1.40	\$46.98
4	55	\$21.86	\$14.27	\$11.44	\$1.46	\$49.03
5	60	\$23.84	\$14.27	\$14.99	\$1.59	\$54.69
6	65	\$25.83	\$14.27	\$15.28	\$1.65	\$57.03
7	70	\$27.82	\$14.27	\$15.58	\$1.72	\$59.39
8	75	\$29.81	\$14.27	\$15.87	\$1.79	\$61.74
9	80	\$31.79	\$14.27	\$16.17	\$1.86	\$64.09
10	85	\$33.78	\$14.27	\$16.46	\$1.92	\$66.43

Effective Date - 04/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.50	\$14.27	\$4.18	\$1.06	\$36.01
2	45	\$18.56	\$14.27	\$4.71	\$1.13	\$38.67
3	50	\$20.62	\$14.27	\$11.44	\$1.40	\$47.73
4	55	\$22.68	\$14.27	\$11.44	\$1.46	\$49.85
5	60	\$24.74	\$14.27	\$14.99	\$1.59	\$55.59
6	65	\$26.81	\$14.27	\$15.28	\$1.65	\$58.01
7	70	\$28.87	\$14.27	\$15.58	\$1.72	\$60.44
8	75	\$30.93	\$14.27	\$15.87	\$1.79	\$62.86
9	80	\$32.99	\$14.27	\$16.17	\$1.86	\$65.29
10	85	\$35.05	\$14.27	\$16.46	\$1.92	\$67.70

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2023	\$39.24	\$14.57	\$18.67	\$0.00	\$72.48
	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2023	\$39.53	\$14.57	\$18.67	\$0.00	\$72.77
	01/01/2024	\$39.53	\$15.07	\$18.67	\$0.00	\$73.27
	06/01/2024	\$40.53	\$15.07	\$18.67	\$0.00	\$74.27
	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	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 <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	10/01/2023	\$61.16	\$10.90	\$23.20	\$0.00	\$95.26
	03/01/2024	\$62.78	\$10.90	\$23.20	\$0.00	\$96.88
	10/01/2024	\$64.40	\$10.90	\$23.20	\$0.00	\$98.50
	03/01/2025	\$66.02	\$10.90	\$23.20	\$0.00	\$100.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.41	\$10.90	\$12.80	\$0.00	\$45.11
2	40	\$24.46	\$10.90	\$13.60	\$0.00	\$48.96
3	45	\$27.52	\$10.90	\$14.40	\$0.00	\$52.82
4	50	\$30.58	\$10.90	\$15.20	\$0.00	\$56.68
5	55	\$33.64	\$10.90	\$16.00	\$0.00	\$60.54
6	60	\$36.70	\$10.90	\$16.80	\$0.00	\$64.40
7	65	\$39.75	\$10.90	\$17.60	\$0.00	\$68.25
8	70	\$42.81	\$10.90	\$18.40	\$0.00	\$72.11
9	75	\$45.87	\$10.90	\$19.20	\$0.00	\$75.97
10	80	\$48.93	\$10.90	\$20.00	\$0.00	\$79.83

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.97	\$10.90	\$12.80	\$0.00	\$45.67
2	40	\$25.11	\$10.90	\$13.60	\$0.00	\$49.61
3	45	\$28.25	\$10.90	\$14.40	\$0.00	\$53.55
4	50	\$31.39	\$10.90	\$15.20	\$0.00	\$57.49
5	55	\$34.53	\$10.90	\$16.00	\$0.00	\$61.43
6	60	\$37.67	\$10.90	\$16.80	\$0.00	\$65.37
7	65	\$40.81	\$10.90	\$17.60	\$0.00	\$69.31
8	70	\$43.95	\$10.90	\$18.40	\$0.00	\$73.25
9	75	\$47.09	\$10.90	\$19.20	\$0.00	\$77.19
10	80	\$50.22	\$10.90	\$20.00	\$0.00	\$81.12

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
OPERATING ENGINEERS LOCAL 4	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2023	\$39.40	\$11.50	\$13.91	\$0.00	\$64.81
	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2023

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

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.30	\$11.49	\$22.34	\$0.00	\$65.13
2	60	\$37.55	\$11.49	\$22.34	\$0.00	\$71.38
3	70	\$43.81	\$11.49	\$22.34	\$0.00	\$77.64
4	80	\$50.07	\$11.49	\$22.34	\$0.00	\$83.90
5	90	\$56.33	\$11.49	\$22.34	\$0.00	\$90.16

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$48.33	\$9.65	\$18.22	\$0.00	\$76.20
	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	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>	12/01/2023	\$44.45	\$9.65	\$18.22	\$0.00	\$72.32
	06/01/2024	\$45.93	\$9.65	\$18.22	\$0.00	\$73.80
	12/01/2024	\$47.40	\$9.65	\$18.22	\$0.00	\$75.27
	06/01/2025	\$48.90	\$9.65	\$18.22	\$0.00	\$76.77
	12/01/2025	\$50.40	\$9.65	\$18.22	\$0.00	\$78.27
	06/01/2026	\$51.95	\$9.65	\$18.22	\$0.00	\$79.82
	12/01/2026	\$53.45	\$9.65	\$18.22	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$16.40	\$0.00	\$85.83
	06/01/2024	\$55.71	\$15.00	\$16.40	\$0.00	\$87.11
	12/01/2024	\$57.15	\$15.00	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.43	\$15.00	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.87	\$15.00	\$16.40	\$0.00	\$91.27
	06/01/2026	\$61.15	\$15.00	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.59	\$15.00	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2023	\$39.82	\$14.57	\$18.67	\$0.00	\$73.06
	01/01/2024	\$39.82	\$15.07	\$18.67	\$0.00	\$73.56
	06/01/2024	\$40.82	\$15.07	\$18.67	\$0.00	\$74.56
	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	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>	12/01/2023	\$56.56	\$9.65	\$18.67	\$0.00	\$84.88
	06/01/2024	\$58.04	\$9.65	\$18.67	\$0.00	\$86.36
	12/01/2024	\$59.51	\$9.65	\$18.67	\$0.00	\$87.83
	06/01/2025	\$61.01	\$9.65	\$18.67	\$0.00	\$89.33
	12/01/2025	\$62.51	\$9.65	\$18.67	\$0.00	\$90.83
	06/01/2026	\$64.06	\$9.65	\$18.67	\$0.00	\$92.38
12/01/2026	\$65.56	\$9.65	\$18.67	\$0.00	\$93.88	
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$58.56	\$9.65	\$18.67	\$0.00	\$86.88
	06/01/2024	\$60.04	\$9.65	\$18.67	\$0.00	\$88.36
	12/01/2024	\$61.51	\$9.65	\$18.67	\$0.00	\$89.83
	06/01/2025	\$63.01	\$9.65	\$18.67	\$0.00	\$91.33
	12/01/2025	\$64.51	\$9.65	\$18.67	\$0.00	\$92.83
	06/01/2026	\$66.06	\$9.65	\$18.67	\$0.00	\$94.38
12/01/2026	\$67.56	\$9.65	\$18.67	\$0.00	\$95.88	
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$48.63	\$9.65	\$18.67	\$0.00	\$76.95
	06/01/2024	\$50.11	\$9.65	\$18.67	\$0.00	\$78.43
	12/01/2024	\$51.58	\$9.65	\$18.67	\$0.00	\$79.90
	06/01/2025	\$53.08	\$9.65	\$18.67	\$0.00	\$81.40
	12/01/2025	\$54.58	\$9.65	\$18.67	\$0.00	\$82.90
	06/01/2026	\$56.13	\$9.65	\$18.67	\$0.00	\$84.45
12/01/2026	\$57.63	\$9.65	\$18.67	\$0.00	\$85.95	
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$50.63	\$9.65	\$18.67	\$0.00	\$78.95
	06/01/2024	\$52.11	\$9.65	\$18.67	\$0.00	\$80.43
	12/01/2024	\$53.58	\$9.65	\$18.67	\$0.00	\$81.90
	06/01/2025	\$55.08	\$9.65	\$18.67	\$0.00	\$83.40
	12/01/2025	\$56.58	\$9.65	\$18.67	\$0.00	\$84.90
	06/01/2026	\$58.13	\$9.65	\$18.67	\$0.00	\$86.45
	12/01/2026	\$59.63	\$9.65	\$18.67	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2023	\$39.24	\$14.57	\$18.67	\$0.00	\$72.48
	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	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 <i>LABORERS - ZONE 2</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2023	\$38.11	\$9.65	\$17.14	\$0.00	\$64.90
	06/01/2024	\$39.44	\$9.65	\$17.14	\$0.00	\$66.23
	12/01/2024	\$40.77	\$9.65	\$17.14	\$0.00	\$67.56
	06/01/2025	\$42.16	\$9.65	\$17.14	\$0.00	\$68.95
	12/01/2025	\$43.54	\$9.65	\$17.14	\$0.00	\$70.33
	06/01/2026	\$44.98	\$9.65	\$17.14	\$0.00	\$71.77
	12/01/2026	\$46.42	\$9.65	\$17.14	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$16.40	\$0.00	\$86.43
	06/01/2024	\$56.33	\$15.00	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.78	\$15.00	\$16.40	\$0.00	\$89.18
	06/01/2025	\$59.08	\$15.00	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.53	\$15.00	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.83	\$15.00	\$16.40	\$0.00	\$93.23
	12/01/2026	\$63.28	\$15.00	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/28/2023	\$51.99	\$10.15	\$19.95	\$0.00	\$82.09
	08/26/2024	\$54.74	\$10.15	\$19.95	\$0.00	\$84.84
	08/25/2025	\$57.49	\$10.15	\$19.95	\$0.00	\$87.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 20____

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

do hereby state:

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

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

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

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:				Phone No.:		Payroll No.:										
Employer's Signature:		Title:				Contract No:		Tax Payer ID Number		Work Week Ending:								
Awarding Authority's Name:		Public Works Project Name:				Public Works Project Location:				Min. Wage Rate Sheet Number								
General / Prime Contractor's Name:		Subcontractor's Name:				"Employer" Hourly Fringe Benefit Contributions												
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.								

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority
 / /

SECTION 32 11 00

SIDEWALK CONSTRUCTION AND REPLACEMENT

PART 1 - GENERAL

1.01 WORK INCLUDED:

The Contractor shall furnish all labor, materials, equipment and incidentals required to construct new or replacement cement concrete sidewalks where directed or where existing sidewalks are disturbed by the Contractor, as shown on the drawings and described herein. The Contractor shall also furnish all materials and install pedestrian curb ramps where shown on the drawings or as required by the Owner's Representative.

1.02 RELATED WORK:

- A. Section 31 00 00, EARTHWORK
- B. Section 32 16 00, GRANITE CURBING

1.03 REFERENCES:

The following standards form a part of these specifications, as referenced:

Massachusetts Department of Transportation (MassDOT)
Standard Specifications for Highways and Bridges

Section 701 Cement Concrete Sidewalks, Pedestrian Curb Ramps and Driveways

Section 702 Hot Mix Asphalt Sidewalks and Driveways

Code of Massachusetts Regulations (CMR)

521 CMR 24 Ramps

1.04 SUBMITTALS:

- A. In accordance with Section 01 33 23 SUBMITTALS the Contractor shall submit shop drawings and/or materials specifications for each component of the work to be performed under this section of the Specifications.

1.05 SYSTEM DESCRIPTION:

B. CEMENT CONCRETE SIDEWALKS AND PEDESTRIAN CURB RAMPS:

1. Except as otherwise indicated, cement concrete sidewalks and pedestrian curb ramps shall be constructed in accordance with the requirements of Sections 701 and 702 of the latest edition of the MassDOT Standard Specifications for Highways and Bridges, and all amendments thereto.
2. Pedestrian curb ramps shall be installed in new sidewalks at intersections in accordance with 521 CMR 24 and Mass DOT Section 701. When curbs or sidewalks are constructed or reconstructed on one side of the street, curb cuts shall also be installed on the opposite sides of the street, where there is a pedestrian path of travel. Curb cuts shall be located within the crosswalk and/or the pedestrian path of travel.

C. Water boxes, manhole frames, and all other castings shall be carefully set to the proposed finished grade.

D. Sidewalks shall not be less than 48-inches in width, excluding curbing. An unobstructed path of travel shall be provided which is at least 36-inches clear, excluding curbing.

PART 2 - PRODUCTS

2.01 CEMENT CONCRETE SIDEWALKS AND PEDESTRIAN CURB RAMPS:

A. Cement concrete sidewalks shall be constructed with air entrained Cement Concrete with a minimum compressive strength of 4000 psi at 28 days.

B. Cement concrete shall conform to the requirements of MassDOT M4.02.

PART 3 - EXECUTION:

3.01. CEMENT CONCRETE SIDEWALKS AND PEDESTRIAN CURB RAMPS:

A. Concrete for sidewalks and pedestrian curb ramps shall be a minimum of 5-inches thick. At driveways, the sidewalks shall be 6-inches thick. All concrete shall be reinforced with welded wire mesh.

B. The subgrade for the walk or driveway shall be shaped to a true surface conforming to the proposed slope of the walk, thoroughly rolled at optimum moisture content and tamped with a power roller weighing not less than one ton and not more than 5 tons. All depressions occurring shall be filled with suitable material and again rolled or tamped until the surface is smooth and hard.

C. After the subgrade has been prepared as hereinbefore specified, a subbase of gravel borrow at optimum moisture content shall be placed, thoroughly rolled by a power roller,

and tamped. The gravel borrow shall be a minimum of 8-inches in thickness.

- D. The forms for sidewalks shall be smooth, free from warp, strong enough to resist springing out of shape, and deep enough to conform to the thickness of the proposed walk. All mortar or dirt shall be completely removed from forms that have been previously used. The forms shall be well staked, thoroughly braced, and set to the established lines with their upper edge conforming to the grade of the finished walk. The finished walk shall have sufficient pitch from the outside to the edge of the walk to provide for surface drainage. This pitch shall be ¼-inch per foot unless otherwise directed by the Owner's Representative. Before the concrete is placed, the subbase for sidewalks shall be thoroughly dampened until it is moist throughout but without puddles of water.
- E. Concrete shall be conveyed from the place of mixing to the place of deposit in such a manner that no mortar will be lost, and the composition of the mix shall be uniform, showing neither excess nor lack of mortar in any one place. The consistency shall be such that water will float to the surface under heavy tamping. The concrete shall be placed as close to its final position as practicable and thoroughly consolidated, with precautions taken not to overwork it while it is still plastic. The concrete shall be thoroughly spaded along the forms or screeds to eliminate voids and honeycombs at the edges. Retempering of concrete will not be permitted.
- F. Concrete shall be placed in alternate slabs not exceeding 30 feet in length. Slabs shall be separated by transverse preformed expansion joint filler ½-inch thick. The surface of all concrete sidewalks shall be uniformly scored into block units of not more than 40 square feet. The depth of the scoring shall be at least one quarter of the thickness of the sidewalk.
- G. When concrete sidewalks are constructed adjacent to curbing, building foundations, retaining walls, light pole bases or fixed structures, ½-inch thick premolded joint filler shall be used between the newly constructed sidewalk and the structure.
- H. Finishing of the concrete surface shall be done by experienced and competent cement finishers as soon as is practicable. Finishing shall be delayed until all bleed water and water sheen has left the surface and the concrete has begun to stiffen. The concrete surface shall be finished as directed with a steel trowel or wood float to give a smooth, uniform and attractive surface finish and uniformly scored into block units or areas of not more than 36 square feet. Following this, the Contractor shall draw a nylon push broom lightly over the surface to produce a non-slip surface. Application of neat cement to the surface to hasten hardening is prohibited.
- I. The Contractor shall protect the newly placed concrete surface against vandalism and marking or defacing and must stand ready to replace any blocks which, in the opinion of the Owner's Representative, are excessively marked or defaced, at no additional cost to the Owner. When completed the walks shall be kept moist and protected from traffic and weather for at least 3 days.
- J. Adequate protection shall be provided where temperatures of 40°F or lower occur during placing of concrete and during the early curing period. The minimum temperature of

fresh concrete after placing and for the first 3 days shall be maintained above 55°F. In addition to the above requirements, an additional 3 days of protection from freezing shall be maintained.

END OF SECTION

SECTION 32 12 00

HOT MIX ASPHALT PAVING

PART 1 - GENERAL

1.01 WORK INCLUDED:

The Contractor shall furnish all labor, materials and equipment and shall replace the pavements as indicated on the drawings and as herein specified.

1.02 RELATED WORK:

- A. Section 00 31 43, PERMITS
- B. Section 31 00 00, EARTHWORK

1.03 REFERENCES:

The following standards form a part of these specifications and indicate the minimum standards required:

American Society for Testing and Materials (ASTM)

ASTM D1557 Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 Pound Rammer and 18-Inch Drop

Massachusetts Department of Transportation (MassDOT)
Standard Specifications for Highways and Bridges

MassDOT 401	Gravel Sub-Base
MassDOT 403	Reclaimed Pavement for Base Course and/or Sub-Base
MassDOT 404	Reclaimed Pavement Borrow Material
MassDOT 450	Hot Mix Asphalt Pavement
MassDOT 460	Hot Mix Asphalt Pavement for Local Streets
MassDOT 476	Cement Concrete Pavement
MassDOT 860	Reflectorized Pavement Markings

Federal Specifications

SS-S-1401

Sealants, Joint, Non-Jet-Fuel-Resistant, Hot Applied, for Portland
Cement and Asphalt Concrete Pavement

AASHTO Standard Specifications for Materials and Methods of Sampling and Testing

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23
SUBMITTALS, SUBMIT THE FOLLOWING:

Complete job mix formula shall be submitted to the Owner's Representative at least two weeks before any of the work of this section is to begin.

PART 2 - PRODUCTS

2.01 GRAVEL SUBBASE:

- A. Gravel subbase shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials.
- B. Gradation requirements for gravel subbase shall be as specified in Section 31 00 00, EARTHWORK for Gravel Borrow.

2.02 RECLAIMED SUBBASE:

- A. Reclaimed subbase shall consist of crushed asphalt pavement, crushed cement concrete, and gravel borrow (as specified in paragraph 2.02) uniformly pre-mixed.
- B. Reclaimed subbase mixtures shall be within the composition limits in accordance with MassDOT M1.09.0.
- C. The approved source of reclaimed pavement borrow material shall be processed by mechanical means. The equipment for producing crushed material shall be of adequate size and with sufficient adjustments to produce the desired materials. The processed material shall be stockpiled in such a manner as to minimize segregation of particle sizes. All reclaimed pavement borrow material shall come from approved stockpiles.

2.03 HOT MIX ASPHALT PAVEMENT:

- A. Pavements shall consist of hot mix asphalt. Mix design shall be in accordance with MassDOT M3.11.4.
- B. Hot mix asphalt pavement for local streets and parking lots shall be comprised of one of the SUPERPAVE mixture types listed in MassDOT Subsection 460.
- C. The joint sealant shall be a hot poured rubberized emulsified asphalt sealant meeting the requirements of FS SS-S-1401.
- D. The tack coat shall be an asphalt emulsion, RS-1 if required, conforming to MassDOT

Section M3.03.0.

- E. Submit proposed job mix formula for each hot mix asphalt mixture type.

2.04 SEAL COAT:

- A. Seal coats shall be within the composition limits for protective seal coat emulsion in accordance with MassDOT M3.03.3.
- B. Silica sand when blended with seal coat emulsion shall be No. 30 silica sand.

2.05 PAVEMENT MARKINGS:

- A. Pavement markings shall conform to the requirements of MassDOT 860.
- B. The mixture of the marking material shall be within the composition limits for reflectorized pavement markings as described in the MassDOT Specifications as follows:
 - 1. Fast drying traffic paint - M7.01.10/11.
 - 2. Fast drying white and yellow water-borne traffic paints - M7.01.23/24.
- C. Application of the glass beads to be used as reflector material on the striping shall conform to Sections 860.62 and M7.01.07 of the MassDOT Specifications.

PART 3 - EXECUTION

3.01 GENERAL:

Paving courses required for the project shall be as shown on the drawings and as specified herein. Pavement thicknesses specified are measured in compacted inches. If a pavement course thickness exceeds 2-1/2 compacted inches, the course shall be installed in multiple lifts with each lift not exceeding 2-1/2 compacted inches in thickness.

3.02 GRAVEL SUBBASE:

- A. The gravel subbase to be placed under pavement shall consist of 12-inches of gravel evenly spread and thoroughly compacted.
- B. The gravel shall be spread in layers not more than 4-inches thick, compacted measure. All layers shall be compacted to not less than 95 percent of the maximum dry density of the material as determined by ASTM D1557 Method C at optimum moisture content.

3.03 RECLAIMED SUBBASE:

- A. The reclaimed borrow material to be placed under the pavement shall consist of 12-inches of reclaimed borrow material evenly spread and thoroughly compacted.

- B. The reclaimed borrow material shall be spread and compacted in layers not exceeding 4-inches thick, compacted measure, except the last layer of reclaimed pavement borrow material shall be 2-inches thick, compacted measure. All layers shall be compacted to not less than 95 percent of the maximum dry density of the material as determined by ASTM D1557 Method C at optimum moisture content.

3.04 PERMANENT PAVEMENT:

- A. The hot mix asphalt paving mixture, equipment, methods of mixing and placing, and the precautions to be observed as to weather, condition of base, etc., shall be in accordance with MassDOT 460.

- B. BASE COURSE AND BINDER COURSE PAVEMENT:

1. Immediately prior to installing the base and/or binder course, the trimmed edges shall be made stable and unyielding, free of loose or broken pieces and all edges shall be thoroughly broomed clean. Contact surfaces of trench sides, curbs, manholes, catch basins, or other appurtenant structures in the pavement shall be painted thoroughly with a uniform coating of asphalt emulsion (tack coat), just before any mixture is placed against them.
2. The binder course shall be repaired as necessary to maintain the surface of the pavement until placement of the permanent overlay. If required, the Contractor shall place a leveling course before placing the permanent overlay.

- C. TOP COURSE OR SURFACE TREATMENT PAVEMENT (PERMANENT OVERLAY):

1. Top course or surface treatment shall be placed over the trench or full width as shown on the drawings or as specified.
2. Prior to placement of the top course or surface treatment, the entire surface over which the top course or surface treatment is to be placed shall be broom cleaned and tack coated.
3. Top course or surface treatment pavement placed over trenches may be feathered to meet existing paved surfaces, if approved by the Owner's Representative.
4. Prior to placing full width top course or surface treatment pavements, keyways shall be cut in all intersecting streets.

3.05 PAVEMENT PLACEMENT:

- A. Unless otherwise permitted by the Owner's Representative for particular conditions, only machine methods of placing the pavement shall be used in conformance with MassDOT Subsection 450.48. The equipment for spreading and finishing shall be mechanical,

self-powered pavers, capable of spreading and finishing the mixture true to line, grade, width and crown. The mixtures shall be placed and compacted only at such times as to permit proper inspection and checking by the Owner's Representative.

- B. After the paving mixtures have been properly spread, initial and intermediate compaction shall be obtained by the use of steel wheel rollers.
- C. Final rolling of the top course or surface treatment pavement shall be performed by a steel wheel roller at a mix temperature and time sufficient to allow for final smoothing of the surface and thorough compaction.
- D. Immediately after placement of top course or surface treatment pavement, all joints between the existing and new top course or surface treatment pavements shall be sealed with hot poured rubberized asphalt joint sealant.
- E. Where there is no backing for the edges of the curb-to-curb pavement, the Contractor shall provide a gravel transition. The gravel transition shall be installed immediately after the pavement is placed, shall be feathered and extend a minimum of 18-inches, and shall be compacted using the same equipment as for pavement compaction. The gravel shall be uniformly graded material with a maximum size of 3/8- to 1/2-inch.
- F. When required by the Owner's Representative, the Contractor shall furnish and install additional paving to provide satisfactory transition for driveways and walkways impacted by a new curb-to-curb pavement installation. The transition installation will be considered incidental to the curb-to-curb pavement installation.

3.06 ADDITIONAL PAVING:

- A. If the Owner's Representative determines that the existing bituminous concrete pavement on local streets is thicker than the permanent pavement specified herein, the Contractor may be required to install hot mix asphalt to obtain the depth of the existing pavement.
- A. If for the installation of full width paving, the Owner's Representative determines that the existing road surface requires additional leveling pavement, then the Contractor shall install additional hot mix asphalt to bring the section to proper line and cross section. Additional paving required to restore the proper line and cross section of binder course installed by the Contractor which has become rough and uneven shall be furnished and installed at the expense of the Contractor.

3.07 PARKING LOTS AND DRIVEWAYS:

- A. Pavement shall consist of a 2-1/2 inch binder course and a 1-1/2-inch top course on a 12-inch gravel sub-base. All thicknesses are compacted thicknesses.
- B. Adjacent concrete work, slate work, sidewalks, structures, etc., shall be protected from stain and damage during the entire operation. Damaged or stained areas shall be replaced or repaired to equal their original condition.

- C. All joints between binder and top course shall be staggered a minimum of 6-inches.
- D. After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened sufficiently to prevent distortion and loss of fines, and in no case in less than 6 hours.
- E. Smoothness of all areas of the finished surface shall not vary more than 1/4-inch when tested with a 16 foot straight-edge, applied both parallel to and at right angles to the centerline of the paved area. At building entrances, curbs, and other locations where an essentially flush transition is required, pavement elevation tolerance shall not exceed plus or minus 1/8-inch. Irregularities exceeding these amounts, or which retain water on the surface, shall be corrected by removing the defective work and replacing or repairing it to the satisfaction of the Owner's Representative.
- F. The surface area to be seal coated, as shown on the drawings, shall be swept and air cleaned. The first coat shall be applied with eight (8) pounds of #30 silica sand blended with each gallon of emulsion applied at a rate of 0.15 gallons per square yard. The second coat shall be a straight sealer applied at the rate of 0.1 gallons per square yard.
- G. The Contractor shall prepare the pavement surface for painting lines according to the recommendations of the paint manufacturer. Applied markings shall have clean-cut edges, true and smooth alignment and uniform film thickness of 15 mils, +/- 1.0. The Contractor shall be responsible for removing, to the satisfaction of the Owner's Representative, tracing marks, and spilled paint applied in an unauthorized area.

3.08 RAISING AND ADJUSTING CASTINGS:

- A. In areas of permanent top course paving, existing municipally-owned catch basin and manhole castings and valve boxes shall be raised to the proper grade where required by the Owner's Representative.
- B. Castings owned by private utilities shall be raised by their own forces. The Contractor shall be responsible for coordinating this work.
- C. The method of adjusting these castings shall be as follows: Cut around catch basin or manhole castings a minimum of 8-inches from casting. Excavate and if required rebuild up to 12-inches of masonry below the bottom of the casting. Backfill with suitable material and compact to bottom of casting. Place high, early strength cement or bituminous concrete collar, as directed, to approximately 1½-inches below the raised casting grade. Masonry work shall conform to Section 33 39 13, PRECAST MANHOLES AND CATCH BASINS.
- D. In some areas, raising of castings may not be required. Where required by the Owner's Representative, castings not to be raised shall have at least 12-inches of bituminous concrete pavement chipped and removed around the casting. New bituminous concrete pavement shall be placed and compacted around such castings to approximately

1-1/2-inches below the top of the casting. The overlay course shall then be sloped down to the level of the casting.

- E. The method of raising valve boxes shall be as follows: Cut around valve box a minimum of 8-inches from valve box. Excavate as required and raise the valve box. Pour high early strength cement or bituminous concrete collar, as directed, to approximately 1-1/2-inches below the top of the valve box.
- F. Castings which need to be raised or adjusted to complete permanent curb to curb paving shall be done immediately prior to paving.

3.09 PAVEMENT MARKINGS:

- A. The Contractor shall replace all pavement markings removed or covered-over in carrying out the work, and as required by the Owner's Representative, no sooner than 48 hours after completion of permanent pavement. The markings shall be 4-inches wide, white or yellow, single or double lines as required.
- B. When required by the Owner's Representative, the Contractor shall provide temporary markings at no additional cost to the Owner.

3.10 PAVEMENT REPAIR:

- A. If required in the contract or if permanent pavement becomes rough or uneven, permanent pavement patches and trenches shall be repaired and brought to grade utilizing "infrared" paving methods following completion of the construction.
- B. The Contractor performing the work shall use care to avoid overheating the pavement being repaired.
- C. Pavement repair shall extend a minimum of 6-inches beyond all edges of the pavement patch to assure adequate bonding at the pavement joints.

END OF SECTION

SECTION 32 14 13

PRECAST CONCRETE UNIT PAVING

PART 1 – GENERAL

1.01 WORK INCLUDED:

- A. Under this Section, the Contractor shall furnish all necessary labor, materials, equipment, transportation and services necessary to complete the work of this Section as specified herein, as shown on the drawings, or both.
- B. The work of this Section includes, but is not limited to the following:
 - 1. Precast Concrete Unit Pavers
 - 2. Sub base and base construction

1.02 REFERENCES:

ASTM International (ASTM)

ASTM	C 33	Specification for Concrete Aggregates.
ASTM	C 136	Method for Sieve Analysis for Fine and Coarse Aggregate
ASTM	C 140	Sampling and Testing Concrete Masonry Units
ASTM	C 936	Specification for Solid Interlocking Concrete Paving Units
ASTM	C 979	Specification for Pigments for Integrally Colored Concrete

1.03 QUALITY ASSURANCE:

- A. Installation shall be by a contractor and crew with at least one year of experience in placing interlocking concrete pavers on projects of similar nature.

1.04 SUBMITTALS – IN ACCORDANCE WITH SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

- A. Shop or product drawings and product data.
 - 1. Pavers.
 - 2. Joint Sand.
- B. Full size samples of concrete paving units to indicate color and shape selections.

- C. Sieve analyses for grading of joint sand.
- D. Test results from an independent testing laboratory for compliance of paving unit requirements to ASTM C 936 or other applicable requirements.
- E. The layout, pattern, and relationship of paving joints to fixtures and project formed details.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Concrete pavers shall be delivered to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift. The pavers shall be unloaded at the job site in such a manner that no damage occurs to the product.
- B. Joint sand shall be covered with a secure waterproof covering to prevent exposure to rainfall or removal by wind.
- C. Delivery and paving schedules shall be coordinated in order to minimize interference with normal use of buildings adjacent to paving.

1.06 ENVIRONMENTAL CONDITIONS:

- A. Sand or pavers shall not be installed during heavy rain or snowfall.
- B. Sand and pavers shall not be installed over frozen base materials.
- C. Frozen sand shall not be installed.

PART 2 – PRODUCTS

2.01 CEMENT CONCRETE MORTAR

- A. Cement concrete for use in the keying of all brick pavers shall be as specified under Section 03 30 00 CAST IN PLACE CONCRETE. Mortar color shall match existing and shall be verified with the Owner's Representative prior to installation.

2.02 CEMENT CONCRETE PAD:

- A. Cement concrete for use as a base below brick pavers shall be a single pour in accordance with Section 03 30 00 CAST IN PLACE CONCRETE.

2.03 CONCRETE UNIT PAVERS:

- A. The standard of quality, design and function required is based on precast concrete unit pavers manufactured by Stepstone, Inc., 17025 S. Main Street Gardena, CA

90248 www.stepstoneinc.com (800) 572-9029. Or approved equal. Precast concrete pavers shall meet:

ASTM C33 - Standard Specification for Concrete Aggregates

ASTM C39 - Concrete Compressive Strength

ASTM C150 - Standard Specification for Portland Cement

ASTM C642 - Water Absorption, Density, Voids in Hardened Concrete

ASTM C666 - Rapid Freeze/Thaw Resistance of Concrete

ASTM C979 - Pigments for Integrally Colored Concrete

1. Paver size shall be 6-inches x 48-inches, Large Scale Narrow Modular, 2 1/2-inch thickness. Refer to drawings for pattern and location. Color: Caramel 1410.
 2. Joint Sand. All pavers shall have a minimum compressive strength of 5,000 pounds per square inch.
 3. Water absorption shall be 5 percent or less when tested in accordance with ASTM C 140 with no individual stone testing more than 7 percent.
 4. Brick pavers shall be vehicular rated.
 5. Contractor to provide Owner's Representative with samples of material and color for approval.
- B. Pavers shall meet the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence shall not be a cause for rejection.
- C. Pigment in concrete pavers shall conform to ASTM C 979. ACI Report No. 212.3R provides guidance on the use of pigments.

2.04 SAND FOR JOINT FILLER

- A. Joint filler between paver joints shall be a polymeric sand meeting ASTM C144. Sand mixture shall contain coloring additive to match joint filler mixture with color of brick pavers.
1. Color of joint filler shall match the color range of the brick paver and shall be approved by the Owner's Representative.
 2. Sand shall be HP2 Polymeric Sand manufactured by Techniseal, 300 Liberte Avenue Quebec, Canada or approved equal.

2.05 WATER

- A. Water shall be potable and shall be free of injurious contaminants.

PART 3 – EXECUTION

3.01 SITE PREPARATION:

- A. Complete all underground utility work, curbing, foundations, and wall construction prior to commencement of subbase construction.
- B. Compact the existing subgrade prior to placement of subbase material to at least 95% Standard Proctor Density per ASTM D 698.
- C. Under no circumstances shall further pavement construction proceed until the subgrade has been inspected and approved by the Owner's Representative.

3.02 SUBBASE INSTALLATION:

- A. Place subbase materials in uniform lifts not exceeding 4-inch, loose thickness and compacted to at least 100 percent Standard Proctor Maximum Dry Density as per ASTM 698.
- C. Before commencing the placing of the concrete slab, mortar setting bed and the placement of the interlocking concrete pavers, the base shall be inspected by the Owner's Representative to insure surface is clean and built in conformance with details. The Contractor shall verify elevation difference between concrete slab and adjacent finish concrete surface to ensure concrete paver can be installed flush with bordering concrete pavement.

3.03 MORTAR SETTING BED:

- A. After the concrete and gravel bases have been installed to the appropriate grades, place mortar to achieve the specified compacted depths.

3.04 PAVER INSTALLATION:

- A. The mortar shall be spread evenly over the concrete base and base course and screeded to a nominal 1-inch (25 mm) thickness, not exceeding 1-½-inch thickness. Sufficient mortar shall be placed to stay ahead of the laid pavers.
- B. Pavers shall be free of foreign material before installation.
- C. Pavers shall be inspected for color distribution and all chipped, damaged or discolored pavers shall be replaced.
- D. The pavers shall be laid in the layout pattern as indicated on plans.
- E. Joints between the pavers on average shall be 1/16-inch wide, hand tight.

- F. Gaps at the edges of the paved area shall be filled with cut pavers or edge units.
- G. Pavers to be placed along the edge shall be cut with a double blade paver splitter or masonry saw.
- H. The paver surface shall be swept clean of all debris before compacting, in order to avoid damage from point loads.
- I. A low amplitude, high frequency plate compactor shall be used to compact the pavers into the mortar. Use Table 3 below to select size of compaction equipment:

TABLE 3
PAVER THICKNESS A
ND REQUIRED MINIMUM COMPACTIVE EFFORT

Paver Thickness	Compactive Effort
3-1/8-inches	5,000 lbs.

- J. The pavers shall be compacted, and polymetric sand shall be swept into the joints until the joints are full. This will require at least two or three passes with the compactor. Do not compact within 3 ft. of the unrestrained edges of the paving units.
- K. All work to within 3 ft. of the laying face must be left fully compacted with sand-filled joints at the completion of each day.
- L. Excess joint sand shall be swept off when the job is complete.

3.04 FIELD QUALITY CONTROL:

- A. Final elevations shall be checked for conformance to the drawings after removal of excess joint sand.
- B. Remove and reset any pavers not conforming to the elevations shown and all other requirements previously specified herein.

3.05 JOINT TREATMENT

- A. Joint filler shall be swept dry into the joints between pavers until the joints are completely filled. Surface shall be swept clean. Swept surface shall than be thoroughly dampened with a low-volume fine spray of water.
 - 1. Sweep sand into paver joints until joints are filled solid. Fog lightly with water and repeat a minimum of three times or until joints are compacted and full.

2. Prior to acceptance, the paved area shall be flooded with water to assure that there are no depressions. Pavers with top surfaces greater than 1/16 inch above or below adjacent pavers shall be removed and reset. Remove and reset pavers as required until surface is true to line and grade. Refill sand joints as necessary until all joints are filled to finish grade.
- B. Brick paving shall be kept damp by intermittent spraying for three days, minimum, to effectively cure the joints.
- C. Mortar Joints
1. Spread and screed to uniform thickness, except for minor variations required to produce a true surface, level in plane or uniformly sloped for drainage as shown. Cut back, bevel edge, remove and discard setting bed material which has reached initial set prior to placing of paver units.
 2. Wet brick units several hours before laying, unless their gain in weight resulting from partial immersion flatware in 1/8" of water for 1 minute is less than 3/4 oz. per 30 sq. in. of immersed area. Do not lay bricks with free moisture on the surface.
 3. Grout joints as soon as possible after initial set of setting bed. Force grout into joints, taking care not to smear grout on adjoining paver units and other surfaces. After initial set of grout, finish joints by tooling to produce a very slightly concave polished joint, free from drying cracks.
 4. Cure grout by maintaining in a damp condition for 7 days.
- D. Repair and Pointing:
1. Remove and replace brick pavers which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining pavers. Provide new pavers to match adjoining pavers and install in fresh mortar, pointed to eliminate evidence of replacement.
 2. Pointing: During the tooling of joints, enlarge voids of holes and completely fill with mortar.

3.06 CLEANING OF BRICK PAVER SURFACES

- A. After completion of concrete paving, surfaces shall be carefully cleaned, removing all dirt, excess filler, and stains.
- B. Clean pavers using an approved masonry cleaner and soft bristle brush.

3.07 GUARANTEE

- A. The Contractor shall guarantee all pavement installations, including materials and workmanship, for a period of one year from the date of acceptance. The Contractor shall make interim repairs as necessary to maintain all paved areas in good, usable condition.

END OF SECTION

SECTION 32 15 40.13

CRUSHED SHELL SURFACING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The work to be done under this Section shall be the furnishing, placement and compaction of crushed shell surfacing as shown on the drawings and as specified herein. The Contractor shall be responsible for supplying the material, labor, equipment and transportation necessary to do the work.

1.02 RELATED WORK:

- A. Section 01 33 23, SUBMITTALS
- B. Section 31 00 00, EARTHWORK

1.03 SAMPLES:

- A. Prior to ordering and delivering materials to the site, (1) representative samples of crushed shells shall be sent to the Owner's Representative for approval.

PART 2 - PRODUCTS

2.01 CRUSHED SHELLS:

- A. The Contractor shall furnish crushed shells as supplied by RYCO Landscape Supply. 481 Wareham St. Middleboro, MA 02346 (508-443-8748), or approved equal.

PART 3 - EXECUTION

3.01 PLACING AND COMPACTING:

- A. The crushed shells shall be placed over a previously approved and installed compacted base of gravel as detailed and as specified under Specification Section 31 00 00, EARTHWORK, of these Specifications.
- B. The crushed shells shall be placed to the line and grades shown on the plans and shall consist of a minimum of the detailed thickness after watering and compacting to ninety-five percent (95%) of the maximum dry density of the material as determined by the Standard AASHTO Test Designation T99 compaction test Method C at optimum moisture content as determined by the Owner's Representative.
- C. Compaction shall continue until the surface is even and true to the proposed lines and

grades within a tolerance of three-eighths (3/8) inch above or below the required cross-sectional elevations and to a maximum irregularity not exceeding three-eighths (3/8) inch under a ten (10) foot line longitudinally. Any specific area of material sub-base which, after being rolled, does not form a satisfactory, solid, stable foundation shall be removed, replaced and recompactd by the Contractor without extra compensation.

3.04 REPAIRS AND PROTECTION

- A. Excavate the damaged area and scarify exposed crushed shell pathway.
- B. Re-compact the material, ensuring that the final grade and crown are maintained.

END OF SECTION

SECTION 32 16 00

GRANITE CURBING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers furnishing and installation of granite curbing and, where required, as shown on the Drawings and herein specified.
- B. This section also covers replacement of curbing removed during construction.

1.02 RELATED WORK:

- A. Required earthwork is specified under Section 31 00 00 EARTHWORK.
- B. Section 03 30 00, CAST-IN-PLACE CONCRETE

1.03 REFERENCES:

The following standards form a part of these specifications, as referenced:

Massachusetts Department of Transportation (MassDOT) Standard Specifications for
Highways and Bridges

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23
SUBMITTALS, SUBMIT THE FOLLOWING:

Shop drawings, showing dimensions of typical curb sections.

PART 2 - PRODUCTS

2.01 GRANITE CURBING:

- A. Granite curbing shall be Type VAI conforming to Subsection M9.04.1 of the latest edition of the MassDOT Standard Specifications for Highways and Bridges.
- B. Special shapes and corners shall be supplied as required.

PART 3 - EXECUTION

3.01 GRANITE CURBING:

- A. Removal and resetting and/or removal and replacing of granite curbing shall be in accordance with Section 580 of the latest edition of the MassDOT Standard Specifications

for Highways and Bridges. The curbing shall have a 4-inch reveal unless otherwise shown on the plans or required by the Owner's Representative.

- B. Except as modified herein or on the drawings, installation of curbing shall conform to Section 500 of the MassDOT Standard Specifications for Highways and Bridges.
- C. Excavation shall be made to the bottom of the 6-inch gravel base below the curbing, the trench being sufficiently wide to permit thorough tamping. The base shall be compacted to a firm, even surface and shall be approved by the Owner's Representative.
- D. The curbing shall be set on edge and settled into place with a heavy wooden hand-rammer, to the line and grade required, straight and true for the full depth. The joints of the stone curbing shall be pointed with mortar for the full depth of the curbing. At approximately 50-foot intervals, a 1/2-inch joint shall not be filled with mortar but left free for expansion. The ends of the stone curbing at driveways and intersections shall be cut at a bevel or rounded as required by the Owner's Representative.
- E. The trench for the stone curbing shall be backfilled with approved material; the first layer to be 4 inches in depth, thoroughly rammed; the other layers to be more than 6 inches in depth and thoroughly rammed until the trench is filled.
- F. Where indicated on the plans, or as required, drainage openings shall be made through the curbing at the elevations and of the size required.

END OF SECTION

SECTION 32 91 00

SCREENED LOAM BORROW AND TOPSOIL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Under this Section, the Contractor shall furnish all labor, materials, equipment (including low ground pressure equipment (LGP)) and transportation required to furnish and place ½" Screened Loam Borrow as shown on the drawings and as specified. Where proposed tree and shrub planting mix and/or sod or seed is noted on the drawings, it shall be composed of Loam Borrow, or Topsoil in compliance with this specification.
- B. The Contractor shall be responsible for screening and amending topsoil as required.
- C. No heavy duty equipment and vehicular traffic shall be allowed on the prepared areas. While using the blecavator, the contractor shall fine grade soil over the blecavation areas based on the proposed elevations indicated on the site plan.

1.02 SAMPLES/TESTS

- A. The Contractor shall furnish a Certified Laboratory Report showing the soils classification and nutrient analysis of representative samples of the proposed Loam to be used, including the extent of lime and fertilizer required. Samples submitted for approval must be representative of the total volume to be furnished, taken in the presence of the Owner's Representative, and delivered to a certified laboratory by the Contractor; all costs for such shall be borne by the Contractor.
- B. At least ten (10) days prior to shipment/delivery of materials, the Contractor shall submit to the Owner a one (1) cubic foot representative sample, certifications, certified test results for materials as specified below. The Contractor shall provide a listing of the addresses (locations) identifying the origin of the soil to be delivered. If the origin is from multiple locations, all locations shall be provided at the time of submission of required information specified above. No materials shall be ordered or delivered until the required submittals have been reviewed and approved by the Owner. Delivered materials shall closely match the approved samples. Approval shall not constitute final acceptance. The Owner shall reserve the right to reject, on or after delivery, any material that does not meet these Specifications.
- C. If the material does not conform to the above requirements it shall be rejected and additional sources shall be found. Sampling and testing shall be accomplished as specified herein until an approved material is found, all at the Contractor's expense.

- D. To assure that materials fulfill specified requirements regarding textural analysis, organic matter content, pH, and fertility testing may be undertaken:
 - 1. Prior to site delivery; at source;
 - 2. At time of delivery; on-site; and/or
 - 3. Immediately following spreading on site. Soil sampling shall also indicate if specified soil was supplied uniformly to the minimum specified depth.

1.03 STANDARDS

- A. ASTM - American Society for Testing and Materials.

1.04 NOTIFICATION

- A. The Contractor shall notify the Owner in writing at least ten (10) days in advance of the time he intends furnishing Screened Loam Borrow stating the location and amount of such deposit, the name and address of the supplier and also shall furnish such facilities, transportation and assistance as the Owner may require for collecting and forwarding samples.

1.05 QUALITY CONTROL

- A. Following installation of irrigation system and prior to installation of sod, contractor shall notify the Owner's Representative or Owner and provide the Owner with compaction tests along the center line of the field as well as along the side lines to ensure that the root zone mix has not been heavily compacted. Compaction test shall fall within the industry standards for fields and any areas that exceed these standards shall be corrected at the contractor's expense prior to installation of sod.
- B. The Contractor or Sub-contractor must have a minimum of five (5) years of experience installing root zone mix based athletic fields of similar size and quality of this project.
- C. The Contractor shall avoid excessive compaction of the subgrade prior to installation of the loam. Refer to Specification Section 31 00 00, EARTHWORK.

PART 2 - MATERIALS

2.01 LOAM BORROW

- A. In accordance with the specific requirements of this project, existing on-site soil may be re-used as Loam Borrow only if it meets this Specification. Existing topsoil that does not meet this Specification may be re-used only up to the subgrade elevation within the limits of areas to receive new Loam Borrow. The

Contractor shall furnish all required Loam Borrow, from off site sources, as necessary, to complete the project.

- B. Screened Loam shall be “fine sandy loam” or “sandy loam” determined by mechanical analysis (ASTM D-422) and based on the “USDA” Classification System”. Screened Loam has the following mechanical analysis:

<u>Textural Class</u>	<u>Percentage of Total Weight</u>	<u>Average Percentage</u>
Sand (0.05 – 2.0mm)	50 – 80	70
Silt (0.002 – 0.05mm)	15 – 30	20
Clay (Less than 0.002mm)	5 – 10	10

- C. Screened Loam shall be a natural product consisting primarily of natural topsoil, free from subsoil, and obtained from an area that has never been stripped, as noted above, the location of the source of the loam must be submitted to the Owner. Screened Loam shall not contain less than five percent (5%) nor more than seven percent (7%) organic matter as determined by the loss on ignition of oven-dried samples, at 100°C ± 5°C. To adjust organic matter content, the soil may be amended, prior to site delivery, by the addition of composted leaf mold or peat moss. Use of organic amendments is accepted only if random soil sampling indicates a through incorporation of these materials. No mixing or amending of Loam will be permitted on site. The Loam shall not be delivered when in a wet or frozen condition.
- D. Screened Loam shall consist of fertile, friable, natural loam capable of sustaining vigorous plant growth. Loam shall be without admixture of subsoil, and refuse, resulting in a homogeneous material free of stones greater than ½” in the longest dimension, be free of lumps, plants, glass, roots, sticks, excessive stone content, debris, and extraneous matter as determined by the Owner. Screened Loam shall be within the pH range of 6.0 to 6.5 except as where noted on plans and details. It shall be uncontaminated by salt water, foreign matter and substances harmful to plant growth. The maximum soluble salt index shall be 100. Screened Loam shall not have levels of aluminum great than 200 parts per million.
- E. If limestone is required to amend the screened loam to bring it within a pH range of 6.0 to 6.5 no more than 200 pounds of limestone per 1,000 square feet of loam, incorporated into the soil, or 50 pounds of limestone per 1,000 square feet of loam, surface application, within a single season.
- F. The Owner will reject any material delivered to the site that does not meet these Specifications after post-delivery testing. If the delivered screened loam does not meet the specifications stated in this document, the delivered screened loam will

be removed by the Contractor at the Contractor's expense and at the time of rejection.

- G. The topsoil shall not be handled or moved when in a wet or frozen condition.
- H. Topsoil structure shall not be destroyed through excessive and unnecessary handling or compaction. Inappropriate handling leading to the compaction or deterioration of soil structure will result in rejection of topsoil for use.
- I. At no time should equipment or material rest on the soil.
- J. Loam Borrow shall be free of plants and their roots, debris and other extraneous matter. It shall be uncontaminated by salt water, foreign matter and substances harmful to plant growth. The electrical conductivity (EC2) of a 1:2 soil-water suspension shall be equal to, or less than, 1.0 millimhos/cm. (test material passing #4 sieve).

PART 3 - EXECUTION

3.01 PLACEMENT

- A. The Contractor shall furnish and spread Loam Borrow to the depths shown on the contract drawings, which depth shall be the minimum required depth after settlement. No compaction shall be required beyond that extent necessary to place sod or to plant trees and shrubs to ensure against unevenness or settling below accepted growth lines.
- B. All backfill to subgrade, shall be compacted to not less than eighty-five percent (85%) and not more than ninety percent (90%) of the maximum dry density of the material as determined by the Standard AASHTO Test Designation T-180-86, Modified Proctor Test.
- C. Low Ground Pressure (LGP) Equipment must be used for final grading of subgrade in order to minimize the compaction on the backfill and subgrade.

3.02 ADDITIVES

- A. The Contractor shall apply all necessary fertilizer and lime to the soil in accordance with the manufacturer and laboratory's recommendations and as required by the sodding, seeding and/or planting specifications referenced elsewhere.

END OF SECTION

SECTION 32 91 16

BIORETENTION SOIL MIX

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Under this Section, the Contractor shall furnish all labor, materials equipment and transportation required to furnish and place six (6) inches of bioretention soil mix as shown on the drawings and as specified.
- B. The Contractor shall be responsible for screening and amending topsoil as required.
- C. No heavy duty equipment and vehicular traffic shall be allowed on the prepared areas. While using the blecavator, the contractor shall fine grade soil over the blecavation areas based on the proposed elevations indicated on the site plan.

1.02 RELATED WORK:

- A. Section 31 05 19, GEOTEXTILE FABRICS
- B. Section 31 00 00, EARTHWORK
- C. Section 31 11 00, CLEARING AND GRUBBING
- D. Section 31 25 00, EROSION AND SEDIMENTATION CONTROL
- E. Section 33 41 13.22, CORRUGATED POLYETHYLENE [HDPE] DRAINAGE PIPE

1.03 QUALITY ASSURANCE

- A. Reference Standards: Vermont Stormwater Management Manual, Revised 2017.

1.04 SUBMITTALS

- A. Certificates: Manufacturers' or suppliers' certification that content of materials meets specification requirements.
 - 1. Lawn Fertilizer
 - 2. Limestone
 - 3. Compost
 - 4. Bioretention soil mix
 - 5. Erosion control blanket
- B. Test Reports: Soil phosphorous test using the Morgan Method or approved equivalent.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Fertilizer and lime: Deliver to site in unopened, undamaged containers.
- B. Store fertilizer and lime materials so they are protected from all forms of moisture such as rain, snow, surface drainage, ground water, condensation, etc.
- C. Do not use wet, mildewed or caked material.

1.06 PROJECT CONDITIONS

- A. Environmental requirements: Do not prepare or place frozen soils or soils in a muddy condition. Do not spread topsoil on frozen or muddy subsoil.
- B. Protection: Protect other parts of this Contract from damage.

PART 2 - MATERIALS

2.01 MIXES

- A. Lawn Fertilizer: Available nutrients, percent by total weight.
 - 1. 9% nitrogen-at least 50 % from organic source.
 - 2. 23% phosphorus.
 - 3. 14% potassium.
 - 4. Must contain a pre-emergent crabgrass control.
- B. Limestone: Ground limestone with a minimum total neutralizing value of 88 % calcium carbonate equivalence, minimum 90 % passing the 20 mesh sieve and minimum 60 % passing the 100 mesh sieve.
- C. Compost: Compost shall contain organic matter or material of a generally humus nature capable of sustaining the growth of vegetation, with no "foreign" matter (i.e. glass, plastic, etc.) or material toxic to plant growth. It shall be free from stones, lumps or similar objects larger than two inches in greatest diameter, roots, and brush. Composts that have been derived from organic wastes such as food and agriculture residues, animal manures and sewage sludge that meet the above requirements and are approved by the Vermont Department of Environmental Conservation are acceptable compost sources.

Compost for use in the bioretention area shall have the following properties:

<u>Parameters</u>	<u>Range</u>
pH	5.5 - 8.5
Moisture content	35% - 55%
Particle Size	<1/2"

C:N ratio 15 - 30:1

D. Bioretention Mix:

1. The soil shall be a uniform mix, free of stones, stumps, roots or other similar objects larger than two inches. No other materials or substances shall be mixed or dumped within the bioretention area that may be harmful to plant growth, or prove a hindrance to the planting or maintenance operations. The planting soil shall be free of all grasses or other noxious weeds.
2. The planting soil shall be tested and shall meet the following criteria:

<u>Parameters</u>	<u>Range</u>
Sand	85% - 88%
Silt	8% - 12%
Clay	0 - 2%
Organic Matter (Compost)	3% - 5%

3. All bioretention areas shall have a minimum of one test. Each test shall consist of both the standard soil test for pH, phosphorus, and potassium and additional tests of organic matter, and soluble salts. Should the pH fall out of the acceptable range, it may be modified (higher) with lime or (lower) with iron sulfate plus sulfur.

E. Slope erosion protection shall be installed in conformance with specification section 31 25 00, Erosion and Sedimentation Control.

F. Water:

1. Water used during the installation, "grow-in", and Maintenance period shall be provided and paid for by the Contractor. The Contractor shall be responsible for appropriate water application. Water utilized shall be suitable for irrigation and free from ingredients harmful to plant life.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine areas to receive soil preparation to assure work of other trades has been completed.
- B. Remove jute mesh, staples, hay bales and other erosion control measures in the line of work.
- C. Completely disc subsoil that has become compacted and re-grade to required subgrade.

- D. Verify that all subsoils are positively drained and free of ponded areas and debris.
- E. Perform topsoil analysis for pH with recommendations for adjustment to specified pH limits.
- F. Do not proceed with soil preparation until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. If the subsoil has become overly compacted after discing, in the opinion of the Owner's Representative, just prior to placing the topsoil, the subsoil material shall be scarified to a minimum depth of 3 inches so as to ensure a proper bond between the subsoil material and the topsoil.
- B. Screen topsoil to remove particles larger than 3/4".

3.03 INSTALLATION

A. Fertilization:

1. Apply fertilizer at a rate of 500 pounds per acre, or roughly 11.5 pounds per thousand square feet to all topsoil.
2. Lightly work fertilizer into the topsoil.

B. Liming:

1. Based on laboratory analysis and recommendations. Adjust pH of all areas to be between 5.5 pH and 6.5 pH, as follows:

Existing pH, less than 4.0	170 lbs./1000 SF
4.1 - 4.5	155 lbs./1000 SF
4.6 - 5.0	125 lbs./1000 SF
5.1 - 5.5	95 lbs./1000 SF

C. Compaction:

1. Exercise extreme caution in all topsoil areas that soil is not overly compacted.
2. Soil that has become overly compacted, in the judgment of the Owner's Representative, shall be re-worked to achieve a satisfactory condition at no additional cost.
3. Topsoil on sloped areas may be lightly rolled to prevent erosion if application of seed is delayed.

3.04 CLEAN-UP

- A. Immediately clean up spills of soil and conditioners on paved and finished surface areas.

- B. Remove debris and excess materials from project site.

3.05 STOCKPILES

- A. Hydroseed excess topsoil remaining in stockpiles. Do not remove excess topsoil from Owner's property. Coordinate with Owner on spreading out excess topsoil, prior to hydroseeding.

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section includes furnishing all labor, materials, equipment, seed and incidental materials necessary to accomplish all grass seeding and related work, complete in place, maintained, and accepted, in accordance with the Contact Drawings and Specifications. All grassed areas with the contract limit line shall be overseeded and those areas disturbed by the Contractor's operations shall be repaired as herein specified.
- B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of grass seeded areas, as part of the work of this contract.

1.02 RELATED WORK:

- A. Section 32 91 00, SCREENED LOAM BORROW AND TOPSOIL
- B. Section 32 93 00, TREES, SHRUBS, GROWDCOVERS AND LANDSCAPING

1.03 SUBMITTALS:

In accordance with requirements of general specifications, the Contractor shall submit the following to the Owner's Representative for review and approval:

- A. Six copies of information for seed mixes including the following:
 - 1. Name and address of the seed supplier.
 - 2. Source of origin and dates of harvest for each of the various types of seed
 - 3. Certification of seed mix composition and proportion, indicating named seed varieties by percent, percent germination, purity, and percent crop seed, percent inert matter, and percent weed seed content.
 - 4. Estimated number of seeds per pound of each type of seed in the mix
- B. Six copies of information detailing proposed limestone, fertilizers, insecticides, herbicides, fungicides, mulch materials, hydroseeding materials (as required), and slope protection material (as required) to be applied to seeded areas.
- C. Six copies of watering, fertilizing and maintenance schedule.

- D. Six copies of marked up prints indicating the square footage of all proposed seeded areas with quantities of various soil additives and amendments, and quantities of seed for each area prior to beginning work.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. LOAM BORROW:

- 1. Loam Borrow shall conform to specification Section 32 91 00, SCREENED LOAM BORROW AND TOPSOIL.

B. LIME:

Lime shall be standard commercial ground limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide), and 50 percent of the material must pass through a No. 100 mesh sieve with 98 percent passing a No. 2 mesh sieve.

C. FERTILIZER:

Fertilizer shall be commercial fertilizer, 10-10-10 fertilizer mixture containing at least 40 percent of organic nitrogen. It shall be delivered to the site in the original sealed containers, each showing the manufacturer's guaranteed analysis. Fertilizer shall be stored so that when used it will be dry and free flowing. No fertilizer shall be used which has not been marketed in accordance with State and Federal Laws, relating to fertilizers.

D. MULCH:

- 1. Materials to be used in mulching shall conform to the following requirements:
- 2. Straw Mulch - Straw Mulch shall consist of stalks or stems of grain after threshing.
- 3. Wood Fiber Mulch - Wood Fiber Mulch shall consist of wood fiber produced from clean, whole uncooked wood, formed into resilient bundles having a high degree of internal friction and shall be dry when delivered to the project.

E. SEED:

- 1. Seed shall be of an approved mixture, the previous year's crop, clean, high in germinating value, a perennial variety, and low in weed seed. Seed shall be

obtained from a reliable seed company and shall be accompanied by certificates relative to mixture purity and germinating value.

2. Grass seed for lawn areas shall conform to the following requirements:

	Proportion by Weight	Germination Purity	Purity Minimum
Chewing's Fescue	30%	70%	97%
Kentucky 31 Fescue	30%	90%	98%
Kentucky Blue Grass	20%	80%	85%
Domestic Rye Grass	20%	90%	98%

Grass seed for cross-country areas, slopes and other areas not normally mowed shall conform to the following requirements:

	Proportion by Weight	Germination Minimum	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky 31	30%	85%	95%
Domestic Rye	10%	90%	98%
Red Top	5%	85%	92%
Ladino Clover	5%	85%	96%

F. TEMPORARY COVER CROP:

1. Temporary cover crop shall conform to the following requirements:

	% Weight	Germination Minimum
Winter Rye	80 min.	85%
Red Fescue (creeping)	4 min.	80%
Perennial Rye Grass	3 min.	90%
Red Clover	3 min.	90%
Other Crop Grass	0.5 max.	
Noxious Weed Seed	0.5 max.	
Inert Matter	1.0 max.	

4. Seed for the 'Coast Slope Stabilization Seed Mix' shall confirm to the mix included in the Contract Documents, below. Seeding rate shall be at the supplier's suggested rates.

SCIENTIFIC NAME	COMMON NAME
<i>Chamaecrista fasciculata</i>	Partridge pea
<i>Deschampia flexuosa</i> **	WAVY HAIRGRASS**
<i>Elymus virginicus</i>	VIRGINIA WILDRYE
<i>Eupatorium perforatum</i>	BONESET
<i>Eurybia divaricata</i> **	WHITE WOOD ASTER**
<i>Festuca subverticillata</i> **	NODDING FESCUE**
<i>Geranium maculatum</i> **	WILD GERANIUM**
<i>Juncus tenuis</i>	SLENDER RUSH
<i>Onoclea sensibilis</i>	SENSITIVE FERN

- G. Slope erosion protection shall conform to Specification Section 31 25 00, EROSION AND SEDIMENTATION CONTROL
- H. WATER:
1. Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability. The delivery and distribution equipment required for the application of water shall be the furnished by the Contractor, at no additional cost to the Owner.

PART 3 - EXECUTION

3.01 GENERAL:

- A. All work shall be performed by skilled workers with a minimum of 2 years of seeded lawn construction and establishment experience and under the full-time supervision of a qualified foreman.
- B. Seeding operations shall not begin less than 4 days after the application of lime and fertilizer and the seedbed areas are reviewed and approved by the Owner's Representative.
- C. Seeding shall be done when soil and weather conditions permit in early spring, until June 15, or from September 10 to October 15, unless otherwise approved. If it becomes necessary for seed to be sown after June 15, provisions shall be made for supplementary water and using a mulch cover over lawn areas.
- D. If there is a delay in seeding, during which weeds grow, or soil is washed out, the Contractor shall eliminate the weeds by chemical or physical means, or replace the soil before sowing the seed, without additional compensation. Immediately before seeding is begun, the soil shall be lightly raked.

- E. Seed shall be sown at the approved rate, on a non-windy day by machine, or as approved by the Owner's Representative.
- F. The surface shall be kept moist by a fine spray until the seed shows uniform germination over the entire area. Wherever poor germination occurs in areas larger than 3 square feet, the Contractor shall reseed, roll, and water as necessary to obtain proper germination.
- G. If there is insufficient time in the planting season to complete soil preparations, fertilizing, and seeding, permanent seeding may be left until the following planting season, at the option of the Contractor, or as required by the Owner's Representative. In that event, a temporary cover crop shall be sown. This cover crop shall be cut and watered as necessary until the beginning of the following planting season, at which time it shall be plowed or harrowed into the soil, the area shall be fertilized and the permanent seed crop shall be sown as specified.
- H. Protection of all newly loamed and graded areas is required and shall be accomplished by whatever means necessary such as mulch applied with a tackifier, or by other means approved by the Owner's Representative. The Contractor shall be responsible for the prevention of siltation in areas beyond the limit of work and for all means of protection throughout the maintenance period at no additional cost to the Owner.

3.02 BROADCAST SEEDING, PLACING MULCH AND SLOPE EROSION PROTECTION:

- A. Seed shall be divided into 2 equal amounts and uniformly distributed in 2 applications at right angles to each other. Seed shall then be raked lightly into the soil to a depth of 1/4 inch.
- B. If mulch is not necessary the seed shall be directly firmed into the soil with a roller that will apply pressure between 75 and 100 pounds per linear foot of width.
- C. Straw Mulch shall be used based on time of seeding as previously specified over all seeded areas, as designated on the plans, or as otherwise directed. If mulch is to be used, it shall be loosely spread to a uniform depth at a rate of 4-1/2 tons per acre to provide 1/4 inch of cover, or as otherwise directed. The seed and mulch shall then be firmed into the soil with a roller that will apply a pressure between 75 and 100 pounds per foot of width.
- D. Straw Mulch may be applied by mechanical apparatus, if in the judgment of the Owner's Representative, the apparatus spreads the mulch uniformly and forms a suitable mat to control slope erosion. The apparatus shall be capable of spreading at least 80 percent of the hay or straw in lengths of 6-inches or more, otherwise it shall be spread by hand without additional compensation.
- E. Slope erosion control shall be placed as indicated on the plans or as directed by the Owner's Representative.

3.03 HYDROSEEDING:

- A. The application of lime, fertilizer, grass seed and mulch may be accomplished in a single operation with the use of approved hydroseeding equipment. The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water. The slurry shall be of such consistency that it can be sprayed from a hydroseed gun or through at least 200 feet of 1½- inch diameter hose. The spraying equipment shall be so designed that when the solution is sprayed over an area, the resulting deposits of lime, fertilizer, grass seed, and mulch shall be equal to the specified quantities.
- B. Prior to the start of hydroseeding, the Contractor shall furnish to the Owner's Representative, in writing, the weights of limestone, fertilizer, grass seed, mulch, tackifier (as required) and moisture retention agent (as required) per 100 gallons of water to be used. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above. If the results of hydroseeding operations are unsatisfactory, the Contractor will be required to abandon this method and to apply the lime, fertilizer, grass seed and mulch by other means.
- C. Seed shall be incorporated with the mulching material to obtain a minimum hydroseeded sown coverage of 200 pounds of the specified seed mix per acre, as recommended by the seed suppliers, or as required by the Owner's Representative.
- D. Wood fiber mulch shall be uniformly spread over certain selected seeded areas at the minimum rate of 1,400 pounds per acre unless otherwise directed. Mulch shall be placed by spraying from an approved spraying machine with pressure sufficient to cover the entire area in a single operation.
- E. The Contractor shall immediately cleanup hydroseed oversprays from plant materials, pavements, furnishings, etc., to the satisfaction of the Owner's Representative.

3.04 MAINTENANCE:

- A. The Contractor shall maintain and protect the entire seeded area, as necessary to ensure dense healthy growth, until completion of the guarantee period and final acceptance of the project, or for 60 days, whichever is longer. If lawns are planted in late summer or during the fall, maintenance shall continue through the following spring for at least 30 days. Maintenance shall include watering as specified, liming, fertilizing, removal of stones, control of weeds, insect pests and fungal pathogens, and regular mowing. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.
- B. The first cutting of lawn areas shall be done when the grass is between 2½ - to 3-inches in height. The lawn shall be cut no shorter than 2-inches in height and shall be regularly mowed as necessary to maintain the above-prescribed conditions. All cuttings shall be removed from the lawn during the maintenance period and disposed of off-site.
- C. The Contractor shall be responsible to regularly water seeded areas with the equivalent

of 1-inch minimum of rainfall per week, or as necessary to develop and sustain dense, green growth.

- D. Six weeks after turf has established, and only during the months of April, May, or September, the Contractor shall apply fertilizer as specified above, at one half the rate recommended by the initial soils laboratory tests, or as required by the Owner's Representative.
- E. The Contractor shall be responsible for securing all seeded areas from physical damage as necessary, including warning signs, barriers, temporary fencing, or other means of protection, through the guarantee period until final acceptance. All damaged areas shall be repaired to reestablish healthy vigorous growth of turf to the satisfaction of the Owner's Representative, at no additional cost to the Owner. All temporary barriers shall remain the property of the Contractor and shall be removed by the Contractor upon final acceptance by the Owner's Representative.
- F. Pavement shall be kept clean and clear of cuttings and debris at all times during the maintenance period to the satisfaction of the Owner's Representative.

3.05 INSPECTION AND PRELIMINARY ACCEPTANCE:

- A. At the beginning of the planting season following that in which the permanent grass crop is sown, seeded areas will be inspected. Any section not showing dense, vigorous growth shall be promptly reseeded by the Contractor at no additional cost to the Owner. The seeded areas shall be watered, weeded, cut and otherwise maintained by the Contractor, as many times as necessary, in accordance with these specifications, until they are accepted.
- B. The Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Owner's Representative shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals, or replacements.
- C. Inspection and acceptance of seeded areas may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.06 GUARANTEE:

- A. Seeded areas shall be guaranteed until final acceptance of the project, or, in the case of late summer or fall planting, the guarantee period shall extend through the following spring.
- B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.

- C. Guarantee shall not apply to the replacement of seeded lawns resulting from the removal, loss, or damage due to occupancy of the project in any part; vandalism or acts of neglect on the part of others; physical damage by animals, vehicles, etc.; and Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.
- D. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.

3.07 FINAL INSPECTION AND FINAL ACCEPTANCE:

- A. At the end of the guarantee period, the Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of final inspection for final acceptance.
- B. The Owner's Representative shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals or replacements.

END OF SECTION

SECTION 32 93 00

TREES, SHRUBS, GROUNDCOVERS, AND LANDSCAPING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section includes furnishing all labor, materials, equipment, plants, and incidental materials necessary to perform all operations related to the planting of all trees, shrubs, herbaceous plants, ground covers, and for all appurtenant work, complete in place, maintained, and accepted, in accordance with the Contract Drawings and Specifications.
- B. The Contractor shall bear the responsibility and cost of furnishing and applying water or any other substances, as necessary to ensure the sustainability of plant materials, as part of the work of this contract.

1.02 RELATED WORK:

- A. Section 32 91 00, SCREENED LOAM BORROW AND TOPSOIL
- B. Section 32 91 16, BIORETENTION SOIL MIX
- C. Section 32 92 19, SEEDING

1.03 SUBMITTALS:

In accordance with requirements of the general specifications, the Contractor shall submit the following:

- A. Prior to planting, State nursery inspection certificates for all plant materials shall be submitted to the Owner's Representative for review.
- B. Samples and six copies of the manufacturer's product data, as applicable, shall be submitted to the Owner's Representative for review and approval for the following materials:
 - 1. Limestone.
 - 2. Fertilizer.
 - 3. Sphagnum Peat Moss.
 - 4. Humus.
 - 5. Organic Compost.

6. Manure.
7. Mulch.
8. Guying and Staking Apparatus.
9. Crepe Wrapping for tree trunks.
10. Anti-transpirant/Anti-desiccant.
11. Insecticides.
12. Herbicides.
13. Fungicides.
14. Temporary watering bags

PART 2 - PRODUCTS

2.01 PLANT MATERIALS:

- A. The Contractor shall furnish and plant all plant materials as shown on the plans and in the quantities and sizes listed thereon. No substitutions shall be permitted without the written approval of the Owner's Representative.
- B. Plants larger than those specified in the Plant List may be used if approved by the Owner's Representative. However, use of such oversized plants shall not be considered grounds for any increase in the contract price. If the use of larger plants is approved, the required spread of roots or ball of earth shall be increased in proportion to the size of the plant and plant pits shall be increased, as necessary.
- C. All plants shall be certified to have passed all required Federal and State inspection laws requiring ensuring freedom from plant diseases and insect infestations. The Contractor shall obtain clearance from applicable governing agencies, as required by law, before planting any plants delivered from outside the state in which they are to be planted.
- D. All plants shall be nursery-grown under climatic conditions and environmental stresses similar to those in the locality of the project. All plants shall originate from nurseries that are no more than one Hardiness Zone higher (as established by the Arnold Arboretum, Jamaica Plain, MA) than where the plant is to be installed. Plants also shall conform to the botanical names and standards of size, culture, and quality for the highest grades and standards as adopted by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock, ANSI-Z60.1, latest edition. All plants shall be legibly tagged with their proper botanical name.

- E. No heeled-in plants or plants from cold storage shall be used. All plants shall be typical of their species or variety and shall have a normal habit of growth. Plants shall be sound, healthy, and vigorous, well branched, and densely foliated when in leaf; shall be free of disease, insects, eggs, or larvae; and shall have healthy, well-developed root systems. All parts of the plant shall be moist and shall show active green cambium when cut.
- F. All nursery plants shall be balled and burlapped or container-grown and shall have been acclimatized for at least one growing season. Container-grown stock shall have been grown in a container long enough for the root system to have developed sufficiently to hold its soil together, firm, and whole, after removal from the container. No plants shall be loose in the container. Container-grown plants shall have no girdling roots and shall not be in a root-bound condition. Plants shall remain in their container until planted.
- G. Care shall be exercised in digging and preparing field-grown plants for shipment and planting. Balled and burlapped materials shall have solid unbroken balls of earth of sufficient size to encompass all fibrous feeding roots necessary to ensure successful recovery and development of the plants. Balls shall be firmly wrapped in untreated biodegradable burlap and tied securely with wire cages and/or jute twine. Roots or balls of plants shall be adequately protected at all times from sun and drying winds. No plant shall be accepted when the ball of earth surrounding its roots has been badly cracked or broken preparatory to or during planting, or after the burlap, staves, wire cage, rope, or platform in connection with its transplanting have been removed. Soil characteristics (i.e., composition, texture, pH, etc.) of all field-grown plants shall closely match those of the soil where plant materials are to be planted.
- H. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the Plant List in the Drawings. The branching height for deciduous trees installed adjacent to or within walks shall be 7 feet minimum, having been pruned to this height at least 1 year prior to transplanting. Except when a clump is designated, the trunk of each tree shall be a single trunk growing from a single, unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sunscald, frost cracks, or wounds resulting from abrasions, fire, or other causes. All pruning cuts shall comply with acceptable horticultural practices. No pruning wounds having a diameter of more than 1½-inches shall be present. Any such wounds must show vigorous bark growth on all edges. Evergreen trees shall be branched to within 1 foot of the ground. No tree that has had its leader cut or die shall be accepted.
- I. Caliper measurements for tree trunks shall be taken 6-inches above ground for trees up to and including 4-inch caliper size and at 12-inches above ground for larger sizes.
- J. Shrubs shall meet the requirements for spread and/or height stated in the Plant List on the Drawings. The measures for height are to be taken from the crown or root flare to the average height of the top of the shrub mass (not the longest branch). The fullness of each shrub shall correspond to the trade classification "No. 1". Single stemmed or thin plants

will not be accepted. The side branches must be generous, well-twiggged and the plant as a whole must be well-bushed to the ground. The plants must be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

- K. Herbaceous plants and groundcovers shall be of the size, age and/or condition designated in the Plant List on the Drawings.
- L. Plants shall be delivered only after preparations for planting have been completed. Plants shall be handled and packed in a horticulturally approved manner and all necessary precautions shall be taken to ensure that plants arrive on-site in a healthy vigorous condition. Trucks used for transporting plants shall be equipped with covers to protect plants from windburn, desiccation, and overheating during transport. Plants that have not been thoroughly watered shall not be accepted at the planting site. Any plants delivered to the site in a dry or wilted condition shall be rejected and replaced at no expense to the Owner. All plant materials shall be protected, watered, and otherwise maintained prior to, during, and upon delivery to the site.
- M. Plants shall be subject to inspection and approval by the Owner's Representative at the place of growth, or upon delivery, for conformity to specification requirements as to quality, size, variety, and condition. Inspection and selection of plants before digging shall be at the option of the Owner's Representative. The Contractor, or his representative, shall be present, if requested by the Owner's Representative, for inspection of plants at the Nursery. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of work, for size and condition of balls and roots, disease, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site. Certificates of inspection of plant materials shall be furnished as may be required by Federal, State, and other authorities to accompany shipments.

2.02 LOAM BORROW:

Loam Borrow shall be as specified in Section 32 91 00, SCREENED LOAM BORROW AND TOPSOIL.

2.03 BIORETENTION SOIL MIX

Bioretention soil mix shall be specified in Section 32 91 16, BIORETENTION SOIL MIX.

2.04 SOIL ADDITIVES AND AMENDMENTS:

A. LIMESTONE:

Lime shall be an approved agricultural limestone containing at least 50 percent total oxides (calcium oxide and magnesium oxide). The material will be ground such that 50 percent of the material will pass through a No. 100 mesh sieve and 98 percent will pass a

No. 2 mesh sieve. Lime shall be uniform in composition, dry and free-flowing and shall be delivered to the site in the original sealed containers, each bearing the manufacturer's guaranteed analysis.

B. FERTILIZER:

1. Fertilizer shall be a complete, standard commercial fertilizer, homogeneous and uniform in composition, dry and free-flowing, and shall be delivered to the site in the manufacturer's original sealed containers, each bearing the manufacturer's guaranteed analysis and marketed in compliance with State and Federal Laws. All fertilizer shall be used in accordance with the manufacturer's recommendations.

2. Fertilizer for tree, shrub and groundcover plantings shall contain all major plant nutrients and minor trace elements essential to sustain plant growth and shall have the following analysis:

Nitrogen (N)	Phosphorous (P)	Potassium (K)
10%	10%	10%

3. As approved by the Owner's Representative, a slow-release root contact fertilizer installed at the time of planting, may be used in place of the above, at the discretion of the Contractor.

C. Organic Compost shall be a standard commercial product comprised of fully decomposed, 100 percent plant-derived, natural organic matter. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Compost shall be free of sticks, stones, weed seeds, roots, mineral or other foreign matter and delivered air dry. It shall be free from excessive soluble salts, heavy metals, phytotoxic compounds, and/or substances harmful to plant growth and viability. Organic compost shall have an acidity range of 4.5 to 7.0 pH.

D. Sphagnum Peat Moss shall be a standard commercial product. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Peat moss shall be free of sticks, stones, weeds or weed seeds, roots, mineral or other foreign matter. It shall be free from toxic substances and/or compounds harmful to plant growth and viability. It shall be delivered air dry in standard bales and shall have an acidity range of 3.5 to 5.5 pH.

E. Humus shall be natural humus, reed peat, or sedge peat. Its composition shall furnish ample water holding capacity and cation exchange capacity for the retention of plant nutrients. Humus shall be free of sticks, stones, weeds, roots, mineral or other foreign matter and/or toxic substances harmful to plant growth and viability. It shall be low in wood content, free from hard lumps and excessive amounts of zinc and delivered air dry in a shredded or granular form. The acidity range for humus shall be 5.5 to 7.5 pH, and the organic matter content shall be not less than 85 percent, as determined by loss on ignition. The minimum water holding capacity shall be 200 percent by weight on an oven-

dry basis.

- F. Manure shall be well-rotted, leached, cow manure not less than 8 months or more than 2 years old. It shall be free of sawdust, shavings, or refuse of any kind and shall not contain more than 25 percent straw. It shall contain no substances harmful to plant growth. The Contractor shall furnish information regarding chemical disinfectants, if any, that may have been used in storage of the manure.

2.05 PLANTING MIXTURE:

Planting mix shall consist of 7 parts loam borrow and 1-part organic compost, humus, sphagnum peat moss, or manure, thoroughly blended.

2.06 WATER:

- A. Water shall be furnished by the Contractor, unless otherwise specified, and shall be suitable for irrigation and free from ingredients harmful to plant growth and viability for the duration of **two years** beginning at the time of project completion. The delivery and distribution equipment required for the application of water shall be watering bags as manufactured by located at each tree stake (3 per tree) furnished by the Contractor, at no additional cost to the Owner.

- B. Watering bags shall be Treegator original style watering bags as manufactured by Treegator, 15 Mosswood Blvd., Youngsville, NC 27596 (866) 873-3428, www.treegator.com or approved equal.

2.07 MULCH:

Mulch shall be fibrous pliable shredded soft bark mulch, not exceeding ½-inch in width. It shall be 98 percent organic matter with a pH range between 3.5 and 4.5 and a moisture content not to exceed 35 percent. It shall be free of weeds, weed seeds, debris, and other materials harmful to plant growth and viability. Organic mulch shall be aged no longer than 2 years.

2.08 MATERIALS FOR STAKING, GUYING, AND WRAPPING:

Tree stakes, drive anchors and guy wire assemblies, and tree wraps shall not be used.

2.09 TREE PAINT:

Tree paint shall not be used.

2.10 ANTI-TRANSPIRANT/ANTI-DESICCANT:

Anti-transpirant or anti-desiccant shall be ‘Wilt-Pruf’, as manufactured by Nursery Specialty Products, Inc., Groton Falls, NY, or approved equal. It shall be delivered in

original sealed manufacturer's containers and used in accordance with the manufacturer's instructions.

2.11 INSECTICIDES:

- A. No insecticides shall be used on-site without the Contractor notifying and obtaining the prior approval of the Owner's Representative.
- B. Insecticides shall be EPA registered and approved for use in public open spaces. All insecticides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Insecticide use shall be limited and selective, only to control specific insect infestations, as identified by the Contractor or the Owner's Representative that may result in the disfigurement, decline, or death of plant materials.

2.12 HERBICIDES:

- A. No herbicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner's Representative.
- B. Herbicides shall be EPA registered and approved for use in public open spaces. All herbicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Herbicide for post-emergent application shall be glyphosate contact, 'Roundup', as manufactured by Monsanto, Inc., or approved equal.
- D. Herbicide use shall be limited and selective, only to control specific weed infestations that have been identified by the Contractor or the Owner's Representative.

2.13 FUNGICIDES:

- A. No fungicides shall be used on-site without the Contractor notifying and obtaining prior approval of the Owner's Representative.
- B. Fungicides shall be EPA registered and approved for use in public open spaces. All fungicides shall be handled by State licensed applicators only, delivered in the original sealed manufacturer's containers, and used in accordance with the manufacturer's instructions.
- C. Fungicide use shall be limited and selective, only to control specific fungal pathogenic disease infestations, as identified by the Contractor or the Owner's Representative, that may result in the disfigurement, decline, or death of plant materials.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. All plants shall be subject to inspection and approval by the Owner's Representative upon delivery to the site. No materials shall be planted until approval is received.
- B. All work shall be performed by skilled workers with a minimum of 2 years planting experience, in accordance with accepted horticultural/nursery practices, under the full-time supervision of a Certified Nurseryman or Arborist.
- C. All balled and burlapped plants that cannot be planted immediately upon delivery shall be set on the ground and the root balls shall be well protected with soil, wet moss, or other acceptable material. All foliage shall be protected and covered with perforated shade materials.
- D. The planting season for evergreen trees and shrubs shall extend from the time the soil becomes workable in the spring until new growth appears, and from September 15 until November 30 in the fall. Deciduous trees and shrubs shall be planted only when dormant, either prior to bud break and/or before leaves appear in the spring, or subsequent to their leaf drop in the fall. Ground covers shall be planted only after the last frost in the spring through mid-May. Planting season periods may be extended if weather and soil conditions permit only with the written approval of the Owner's Representative. Extended or out-of-season planting requirements shall include application of antitranspirant and extra water as needed. Plant guarantee periods shall remain as stated below. Planting shall not be permitted in frozen ground.
- E. All plant locations and outlines for planting beds shall be staked out for review and potential adjustment by the Owner's Representative before any excavation is begun. In the event that rock, underground construction work or obstructions are encountered in any proposed planting pit or bed, the Owner's Representative may select alternate locations. Where locations cannot be changed, the obstruction shall be removed, subject to the Owner's Representative's approval, to a depth of not less than 3 feet below grade and not less than 6-inches below the bottom of the root ball when plant is properly set at the required grade. Removal of boulders or obstructions greater than 1 cubic yard in size shall be subject to approval and will be paid for by the Owner. No ledge will be removed to create planting pits or beds.
- F. All planting pits shall be excavated with sloped walls, wider at the top than at the bottom, and scarified to eliminate glazing. Tree pits shall be at least 2 feet greater in diameter than the root ball of earth or root system. Shrub pits shall be at least 1 foot greater than the diameter of the root ball. Planting pits shall not be deeper than the height of the root ball.
- G. When excavation occurs in areas of heavily compacted earth, stones, concrete chunks or other foreign matter, pits shall be dug at least 3 times the width of the rootball. Excavated

material from plant pits shall be disposed of as required.

- H. Container plants shall be removed from their growing container before planting. If roots are densely matted, the outer root mass shall be scored, sliced vertically, with a sharp knife to separate roots. All herbaceous plants and groundcovers shall be evenly spaced to produce a uniform effect and staggered in rows at intervals designated on the contract drawings.
- I. Shrubs and trees shall be set in the center of planting pits, plumb and straight, and at such a level that after settlement the crown of the roots will be 1-inch above the surrounding finished grade. Root ball masses shall not be loosened, broken or damaged. When balled and burlapped plants are set, planting mixture shall be compacted around bases of balls to fill all voids. All tying materials, twine and rope shall be cut and removed. Biodegradable burlap shall be laid back or cut away from the top half of the ball. If a wire basket is present, the upper 2/3 of the basket shall be cut away and removed. Do not remove the entire basket. Roots or bare root plants shall be properly spread out and planting mixture carefully worked in among them. Broken or frayed roots shall be cleanly cut.
- J. Backfill plant pits with planting mixture in layers of not more than 9-inches and firmly tamp each layer and water to sufficiently settle the backfilled soil before the next layer is put in place. When the planting pit is 2/3 backfilled, the hole shall be flooded and watered thoroughly so that the water level reaches the top of the planting pit. Allow water to soak in, then complete the backfilling operation. Immediately after planting pit is backfilled, a shallow basin 3-inches deep and slightly larger than the pit shall be formed with a ridge of soil for water retention. Form a common basin for plant materials throughout mass planting beds. After planting, lightly till the soil in planting beds between planting pits and rake smooth to eliminate compaction of soils.
- K. All planting hole basins shall be flooded with water twice within the first 24 hours of planting and watered not less than twice per week until final acceptance of the work.
- N. Immediately after planting operations are complete, all plant pit basins and plant beds shall be covered with approved mulch to the depths designated on the plans. Mulch shall not contact tree bark, cover tree root flares, or shrub crowns. No mulch shall be applied prior to the first watering.
- O. The pruning of trees and shrubs shall only be permitted to remove dead or dying branch limbs and tips, sucker growth, water sprouts, crossing or rubbing branches, broken or damaged branches, diseased or insect infested limbs, and to preserve the natural character of the plant. Plant materials shall be pruned in accordance with American Nurserymen Association Standards and as required by the Owner's Representative. Questionable weak limbs and branch removals that may disfigure the plant shall be left to the discretion of the Owner's Representative. The tree leader shall never be permitted to be cut. Pruning shall be done with clean, sharp tools. All large pruning cuts that are ½-inch in diameter or larger shall be made along the bark branch ridge. Pruning cuts shall not breach or

otherwise interfere with the branch collar. All pruning cuts less than ¼-inch diameter shall be made with hand pruners as close to the main stem as possible without damaging the cambium or bud. Tree paint shall not be used to cover pruning cuts.

- P. As the work proceeds, the Contractor shall remove all debris from the site, including but not limited to branches, rock, paper, and rubbish. All areas shall be kept clean, neat and in an orderly condition at all times. Prior to final acceptance, the Contractor shall cleanup the entire area to the satisfaction of the Owner's Representative.

3.02 MAINTENANCE:

- A. Maintenance shall begin immediately after each plant is planted and shall continue until completion of the guarantee period and final acceptance of the project. Plants shall be watered, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Tree guys and stakes shall be tightened and repaired. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit.
- B. Settled plants shall be reset to proper grade and position, planting pits and common basins restored, and dead materials removed and replaced. Planting beds and individual basins shall be neat in appearance, maintained to their original layout lines and kept free of weeds. Mulch shall be replaced as required to maintain proper depths.
- C. Contractor shall make arrangements to provide sufficient water to maintain all trees, shrubs, and plant materials until final acceptance. Plants shall be sprayed with anti-transpirant or anti-desiccant if required by seasonal conditions or as required by the Owner's Representative.
- D. Planting areas shall be protected against trespass and damage of any kind once each plant is planted and shall continue during the guarantee period. This shall include the furnishing and installation of approved temporary fencing per plans. If any plants become damaged, they shall be treated or replaced as required by the Owner's Representative at no additional cost to the Owner.

3.03 INSPECTION AND PRELIMINARY ACCEPTANCE:

- A. Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of inspection for preliminary acceptance. The Owner's Representative shall recommend preliminary acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals, or replacements.
- B. Inspection and acceptance of plantings may be requested and granted in part, provided the areas for which acceptance is requested are relatively substantial in size, and with clearly definable boundaries. Acceptance and use of these areas by the Owner shall not waive any other provisions of this Contract.

3.04 GUARANTEE:

- A. All plant materials shall be guaranteed for a plant establishment period of **one year** after preliminary acceptance of the project by the Owner.
- B. When the work is accepted in part, the guarantee period shall extend from each partial acceptance to the terminal date of the last guarantee period. All guarantee periods terminate at one time.
- C. Plants shall be healthy, free of pests and disease. Plants shall exhibit vigorous growth, shall bear foliage of normal density, size, and color, and shall have no less than seventy-five percent (75%) of their branches alive at the end of the guarantee period. If the leader of any single-leader species is dead, the entire plant shall be considered dead.
- D. Any plant required under this Contract that is dead or unsatisfactory, as determined by the Owner's Representative, shall be removed from the site. These shall be replaced as soon as weather permits during the specified planting season, at no additional cost to the Owner, until the plants live through one year.
- E. All replacements shall be plants of the same kind and size as specified on the Plant List. They shall be furnished and planted as specified above.
- F. The guarantee of all replacement plants shall extend for an additional one-year period from the date of their acceptance as replacement.
- G. Guarantee shall not apply to the replacement of unacceptable plants resulting from the removal, loss, or damage due to occupancy of the project in any part; vandalism or acts of neglect on the part of others; physical damage by animals, vehicles, etc.; and Acts of God, including but not limited to, catastrophic fire, hurricanes, riots, war, etc.
- H. In the instance of curtailment of water by local water authorities (when supply was to be furnished by the Owner), the Contractor shall furnish all necessary water by water tanker, the cost of which will be approved and paid for by the Owner.
- I. Work included during the plant establishment period shall include a meeting two (2) times a year (one in spring and one in fall). In total, four establishment visits are required. These must be coordinated with the Owner and within the seeding periods, established in specifications herein. The Contractor shall meet with the Owner, or appointed representative, to review the condition of all plants within the contract area. The meeting will establish a list of tasks to be performed. These include:
 - 1. Hand weeding within the designated area to remove any plants not included on the planting plan and schedule (weeds). Contractor must demonstrate the ability to differentiate between weeds and intentional plantings.
 - 2. Cutting back grasses and pruning of shrubs as directed in the planting.

maintenance manual or as directed by the Owner.

3. Replacement of any dead plants or shrubs, according to specifications.

3.05 FINAL INSPECTION AND FINAL ACCEPTANCE:

- A. At the end of the guarantee period, the Contractor shall provide written notice to the Owner's Representative not less than 10 days before the anticipated date of final inspection for final acceptance.
- B. The Owner, Planner, Owner's Representative shall recommend final acceptance of the work of this Section only after completion and re-inspection of all necessary repairs, renewals, or replacements.

END OF SECTION

APPENDIX D
CONTRACT DOCUMENTS

OWNER / CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of, 2024, by and between the **TOWN OF WAREHAM** hereinafter called the "Owner", and _____, hereinafter called the "Contractor".

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

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

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

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

The Contract Sum is divided as follows:

Item 1: The Work of the Contractor, being all Work other than that covered by Item 2 \$ _____

Item 2: Filed Subcontractors as follows: *Delete if contract is single trade*

Section – Trade	Subcontractor	Amount
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____
6. _____	_____	\$ _____
7. _____	_____	\$ _____
8. _____	_____	\$ _____
9. _____	_____	\$ _____
10. _____	_____	\$ _____
11. _____	_____	\$ _____
12. _____	_____	\$ _____
13. _____	_____	\$ _____
14. _____	_____	\$ _____
15. _____	_____	\$ _____
16. _____	_____	\$ _____

Total of Item 2..... \$ _____

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

Article 5. ALTERNATES:
The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate No(s): () and ().

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

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

¹ CONTRACTOR

Name of Contractor

Address

By: _____
Signature and Seal

Witness: _____

² AWARDING AUTHORITY

Name of Authority

Signature and Seal

Title

Attest: _____

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

SUPPLEMENTARY GENERAL CONDITIONS

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1. Owner/Contractor Agreement (See CONTRACT AGREEMENT)
2. Notice to Proceed & Pre-Construction Conference

A written Notice to Proceed shall be issued to the Contractor after receipt of the following: proof of required insurance, an EEO poster has been posted in a conspicuous place at the job site, the Contractor has designated an EEO Coordinator, the Federal Wage Decision has been posted in a conspicuous place, the Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements has been submitted to the project manager, and the Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements has been submitted to the awarding authority. No work shall be performed by the Contractor until he has received the Notice to Proceed.

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

The date, time, and place of the conference will be furnished to the Contractor by the project manager.

3. Funding Source

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

4. Contract Plans and Specifications

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

5. Additional Instructions and Detail Drawings

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

The Contractor and the Project Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Project Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

6. Shop or Setting Drawings

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

7. Materials, Services and Facilities

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

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

8. Contractor's Title to Materials

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

9. Title to Work

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

10. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

11. Express Warranty

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

12. Maintenance and Guarantee

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

13. "Or Equal" Clause

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

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

14. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract, and shall comply with the provisions of 24 CFR 85.36(h)(1)-(3) and Massachusetts General Laws with respect to bonding or other insurance requirements.

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

15. Contractor's Obligations

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

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

16. Weather Conditions

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

17. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own

work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such he caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Project Engineer, in a diligent manner. He shall notify the Project Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Project Engineer for approval.

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

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

18. Inspection

The authorized representatives and agents of the Owner, the Executive Office of Housing and Livable Communities (EOHLC), the Commonwealth, the grantee, and the Department of Housing and Urban Development (HUD) shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

19. Reports, Records and Data

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

20. Superintendence by Contractor

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

21. Changes in Work

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

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

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

22. Time for Completion and Liquidated Damages

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

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

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

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

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

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

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

23. Correction of Work

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

24. Subsurface Conditions Found Different

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

25. Right of Owner to Terminate Contract

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

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

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

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may

suspend work or terminate this agreement by providing notice to the Contractor in the form of telegram, mailgram, hand-carried letter, or other appropriate written means.

26. Payments to Contractor

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

27. Indemnification

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

28. Acceptance of Final Payment Constitutes Release

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

29. Insurance

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

(a) Workmen's Compensation Insurance:

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

(b) Scope of Insurance and Special Hazards:

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

(c) Proof of Carriage of Insurance:

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

(d) Builder's Risk Insurance (Fire and Extended Coverage):

Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear.

(e) Owner's Protective Liability Insurance:

The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's Protective Liability Insurance in amounts as specified in Paragraph (f)(D) below, for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

(f) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

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

- A. For insurance purposes, the site of work and/or the project site includes not only the limited physical work areas involved but also certain other areas of operations set up for utility, sanitary, electrical, water, pollution control, disposal and cleaning purposes; to furnish materials for the work including storage and stock pile areas and all routes between and among them.
- B. Contractor and Subcontractor(s) shall provide a comprehensive general liability policy with a combined single limit provisions for bodily injury and/or property damage of a minimum of \$1,000,000 written on an occurrence basis. Include XCU coverage (explosion, collapse and underground) and fire protection for property under their care, custody and control.
- C. Comprehensive Automobile Liability and Property Damage Insurance. The Contractor shall provide comprehensive automobile liability insurance with a single provision, written on an occurrence basis, covering all owned vehicles, hired vehicles, or non-owned vehicles for all personal and property damages arising out of bodily injuries, death or destruction of property and subject to minimum limits below.
- D. The Town shall be named as an additional insured on all policies of liability insurance.

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

General (Comprehensive) Liability	
Bodily Injury or Death – Each Person	\$500,000
Bodily Injury or Death – Each Accident	\$1,000,000
Property Damage – Each Accident	\$500,000
Property Damage – Aggregate	\$2,000,000

Automobile and Truck Liability	
Bodily Injury or Death – Each Person	\$500,000
Bodily Injury or Death – Each Accident	\$1,000,000
Property Damage – Each Accident	\$200,000
Property Damage – Aggregate	\$1,000,000

(g) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified below, or (2) ensure the activities of his policy, specified in subparagraph (b) hereof.

30. Flood Disaster Protection

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

31. Assignments

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

32. Project Engineer's Authority

The Project Engineer shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Project Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Project Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto

relative to said Contract and specifications, the determination or decision of the Project Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

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

33. Notice and Service Thereof

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

34. Subcontract

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

35. Interest of Member of or Delegate to Congress

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

36. Other Prohibited Interests

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

37. Suspension of Work

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

38. Access to Records

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

39. Age Discrimination Act of 1975 (for contracts over \$2,000)

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

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

The Age Discrimination in Employment Act prohibits arbitrary age discrimination in employment.

40. Non-Discrimination: Minority Business Enterprise

It is the policy of the State of Massachusetts and the Town of Bellingham that Minority Business Enterprises (MBE's) as defined in the Code of Federal Regulations, 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of this contract. Consequently, the MBE requirements of 49 CFR Part 23 apply to this contract.

41. Equal Employment Opportunity (Executive Order #11246)

This Contract is subject to Federal Executive Order 11246, as amended, and shall be subject to HUD Equal Employment Opportunity regulation at 24 CFR Part 130 applicable to HUD assisted construction contracts. The Contractor shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work as defined in said regulations which is paid in full or in part with assistance provided under this Contract, the following equal opportunity clause:

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.
- C. The Contractor shall send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract or understanding, a notice advertising the said labor union or worker's representatives of the Contractor's commitment under this subsection and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will furnish all information and reports required by the grantee and will permit access to his books, records, and accounts by the grantee or the State for the purpose of investigation to ascertain compliance with the requirements set forth in this clause.
- E. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in this paragraph in all contracts for work to be performed in accordance with this Contract and will require all of its subcontractors to incorporate such requirements in all subcontracts for program work.
- F. In the event of noncompliance by the Contractor with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders of the Secretary of Labor, the Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract or federally assisted construction contract procedures authorized in Executive Order 11246, or by rules, regulations, or orders of the Secretary of Labor, as otherwise provided by law.”

The Contractor shall include the provisions set forth herein in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such actions with

respect to any subcontract or purchase order as HUD or MCDBG may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

42. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order #11246)

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

Goals for minority participation in each trade:	10%
Goals for female participation in each trade:	5%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 (ten) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.

43. Non-Discrimination under Title VI of the Civil Rights Act of 1964

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116,143 and 227, and Massachusetts CDBG Program regulations, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and MCDBG guidelines, procedures, or regulations.

44. Affirmative Action for Handicapped Workers (Section 504 of the Rehabilitation Act of 1973)

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regards to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided

by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

45. Affirmative Acton for Disabled Veterans and Veterans of the Vietnam Era

- (a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regards to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment or otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- (b) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by the Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opening and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable opening with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d and e.
- (c) Listing of employment opening with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source of effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment opening does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders of regulations regarding nondiscrimination in employment.
- (d) The reports required by paragraph b of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central

office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of nondisabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- (e) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system when it is no longer bound by this contract clause.
- (f) This clause does not apply to the listing of employment openings that occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- (g) The provisions of paragraph b, c, d, and e of this clause do not apply to opening which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- (h) As used in this clause: (1) "All suitable employment openings" including, but not limited to, openings which occur in the following job categories: production and nonproduction, plant and office, laborers and mechanics, supervisory and nonsupervisory, technical, and executive, administrative and professional openings, are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings that the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement or openings in an educational institution.
- (i) Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national

security or where the requirement of listing would otherwise not be for the best interest of the government.

- (j) “Appropriate office of the State employment service system” means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

46. Miscellaneous Provisions and Requirement Relating to Massachusetts CDBG Program Funding

The materials that follow including, but not limited to Federal Labor Standards Provisions, Anti-Kickback Act Regulations, Section 3 and Segregated Facilities, and Equal Employment Opportunity requirements relate to the CDBG Program grant which is the sources of funding for this Contract. The Contractor shall observe and follow the requirements specified within these materials, and elsewhere in this Document, during and following the period of the contract, as applicable. These materials and provisions shall become an integral part of the Contract Agreement between the Contractor and the Owner.

47. Termination of Contract

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

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

48. Federal Labor Standards Provisions

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

49. Schedule of Salaries and Wages

Both Federal Davis-Bacon minimum prevailing wages and Commonwealth of Massachusetts minimum prevailing wages are applicable to work performed under this contract. Both sets of applicable wage rates are contained in these contract documents. It is the responsibility of the contractor to pay the higher of the two wage rates for a work classification.

50. Environmental Requirements

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

51. Historic Preservation

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

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

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

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

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

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

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

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

54. Compliance with the Massachusetts CDBG Program Contract

Unless modified or changed by any special terms or conditions set forth in the Grant Contracts, all activities authorized by this Contract shall be subject to and performed in accordance with all other provisions of said Grant Contract, and all applicable federal, state, and local laws and regulations, including but not limited to those cited within the said Agreement, and any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time, and any procedures and guidelines as may be established by the Massachusetts CDBG Program.

55. Interest of Contractor and Employees

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

56. Statement – Political Activity Prohibited

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

57. Statement – Lobbying Prohibited

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

58. Sales Tax

The materials and equipment purchased for permanent installation in the Work of this project are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Awarding Authority's tax exemption certificate number will be furnished to the Contractor.

59. Rights Reserved

The Owner reserves the right to change policy expounded herein due to policy changes dictated by Federal or State agencies.

60. Severability

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

61. Availability of Funds

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

62. Confidentiality

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

63. Responsibility to the Public

A. Laws to be Observed

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

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

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it or nay affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 9999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have the Owner shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the Ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor.

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
 - A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX E
SECTION 3

Section 3 Plan

Town of Wareham



Version Number	Date Updated	Summary of Changes
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1.0	[date]	Initial Draft

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1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Town of Wareham and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing the Town of Wareham's HUD funded Community Development Block Grant (CDBG) program. The Town of Wareham will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

The Town of Wareham may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

2. Section 3 Coordinator

The Town of Wareham's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for Wareham and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to Wareham's Section 3 Coordinator with questions regarding Section 3 compliance:

Wayne Darragh
Community Development Programs Manager
wdarragh@cogincorp.com

3. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

Wareham will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in [section C](#). After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. SAFE HARBOR BENCHMARKS

Wareham has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19 (for housing and community development financial assistance). The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, Wareham will review and update the Section 3 Plan every 3 years, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the Town of Wareham are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

EMPLOYMENT AND TRAINING

Under the Town of Wareham's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the Town of Wareham's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from Wareham or its contractors/subcontractors for training, employment, or contracting opportunities generated by Community Development Block Grant financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to Wareham may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, the Town of Wareham will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern: or
- 3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - b) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form.

PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including housing and community development assistance, the Town of Wareham may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, Wareham will follow subpart C of Part 75. Refer to chart in [Appendix B](#).

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

The Town of Wareham should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements can may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to Wareham, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the Town of Wareham previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12 month certification of eligibility period allows the Town of Wareham the ability to assess contractor performance to ensure the business is striving to meet the required goals.

5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, Wareham will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures



- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing the existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with Community Development Block Grant funding assistance.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>
- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage Wareham's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

6. Section 3 Outreach

A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, Wareham's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:



- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: “This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher”;
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the Town of Wareham database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices
 - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. OUTREACH EFFORTS FOR CONTRACTING

When contracting opportunities arise in connection with the Community Development Block Grant program, Wareham will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with Wareham’s Redevelopment Authority and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. This effort could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the Town of Wareham as subcontract

opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

Wareham will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the Town of Wareham be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

8. Section 3 Provisions/Contract Language

Wareham will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. Wareham will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit Wareham contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.19 (for housing and community development financial assistance).

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9. Reporting Requirements

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to Wareham's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

A. MONTHLY REPORTING

- 1) Contractors are required to submit monthly activity reports to Wareham's Section 3 Coordinator [wdarragh@cogincorp.com] by the 5th day of each month.

B. ANNUAL REPORTING

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
- 2) Upon the completion of a project, Wareham's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.

- 3) Wareham's Section 3 Coordinator will submit the Section 3 data into the Intelligrants system for reporting to HUD at grant closeout.

C. REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

- 1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, Wareham Housing Authority and the Town of Wareham will report on the project as a whole and will identify the multiple associated recipients.
- 2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the Town of Wareham will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, Wareham encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. Wareham will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The Town of Wareham will provide written documentation detailing the findings of the investigation. The Town of Wareham will review the findings for accuracy and completeness before they are released to complainants. The findings will be made available no later than thirty (30) days after the filing of a complaint. If complainants wish to have their concerns considered outside of the Town of Wareham a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.



The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

11. Appendices

APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services mean non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities for the Community Development Office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

YouthBuild program refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	<p>PHA – must follow subpart B of Part 75</p> <p>HCD – may follow subpart B or C of Part 75</p>	<p>None</p> <p>*Any amount of PH assistance triggers Section 3</p>	<p>PHA – must follow subpart B of Part 75</p> <p>HCD – may follow subpart B or C of Part 75</p>	<p>PHA – must follow subpart B of Part 75</p> <p>HCD – may follow subpart B or C of Part 75</p> <p>Both - Must report on project as a whole and identify the multiple associated recipients</p>
<p>Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i></p>	<p>Must follow subpart C of Part 75</p>	<p>Exceeds \$200,000 for Section 3 projects</p> <p>*LHCHHP exceeds \$100,000</p>	<p>Must follow subpart C of Part 75</p>	<p>Must follow subpart C of Part 75</p> <p>Must report on project as a whole and identify the multiple associated recipients</p> <p>Must report to the applicable HUD program office, as prescribed by HUD</p>

HUD Section 3 Utilization Tool: Section 3 Projects with HCD Funding

Public reporting for this collection of information is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The Utilization Tool is to document the Section 3 labor hours for Section 3 workers and Section 3 Business Concerns. This document and accompanying forms are to be completed by businesses, procured in accordance with program requirements, work on a Section 3 project. Please note that the procurement process and the Section 3 Worker or Section 3 business concern self-certification and verification process is completed outside of this plan.

Section I Project Information

HUD-funded entity: Town of Wareham
Subrecipient: Not Applicable
Prime/General Contractor: _____
Primary contact name and title: _____
Primary contact email and phone: _____
Project name or title: Bayview Park and Highland Avenue Sidewalk Improvements
Date funding awarded: _____

Section II Funding Source

Section 3 projects must report the amount of HUD funds awarded to a project. If the single or combined award of HUD-funding is \$200,000 or greater (or \$100,000 or greater from the programs noted with an asterisk) the remaining sections of the form must be completed.

A Section 3 project is the site or sites together with any building(s) and improvements on the site(s) that are under common ownership, management, and financing. Recipients are encouraged to include Section 3 requirements in any subrecipient agreement or contract where applicable HUD program funds are obligated or awarded.

Select name of HUD program (if program is not listed, please use “other” option listed in the chart) providing funding and list the amount of funding in the project:

	Name of HUD Program	Funded Amount
<input checked="" type="checkbox"/>	Community Development Block Grant (CDBG)	\$841,704.81
<input type="checkbox"/>	HOME Investment Partnership Grant	\$
<input type="checkbox"/>	Emergency Shelter Grant (ESG)	\$
<input type="checkbox"/>	Housing Opportunities for Persons with Aids (HOPWA)	\$
<input type="checkbox"/>	Disaster Recovery Grant	\$
<input type="checkbox"/>	Section 202/811	\$
<input type="checkbox"/>	Housing Trust Fund	\$
<input type="checkbox"/>	Self Help Ownership Program (SHOP)	\$
<input type="checkbox"/>	Continuum of Care	\$
<input type="checkbox"/>	Healthy Homes*	\$
<input type="checkbox"/>	Lead Abatement Grant*	\$
<input type="checkbox"/>	Other HUD funded programs (enter name of program)	\$
<input type="checkbox"/>	Public Housing Funding	\$
<input type="checkbox"/>	PH Operations Funds	\$
<input type="checkbox"/>	PH Capital Funds	\$
<input type="checkbox"/>	PH Moving to Work Funds	\$
<input type="checkbox"/>	External Funds (non-HUD)	\$
Total Funded Amount		\$841,704.81

The above table can also be found as a spreadsheet on Form 4737D

Please note, that recipients must require the contractor and/or subcontractor, to the greatest extent feasible, to ensure that employment and training opportunities and contracts for work arising in connection with Section 3 projects are provided to Section 3 workers and business concerns that provide economic opportunities to Section 3 workers within the metropolitan area or (nonmetropolitan county) in which the project is located.

Any employment and training or contracting opportunities in connection with Section 3 projects should give priority, to the greatest extent feasible, to the following:

1. Section 3 worker residing in or Section 3 business concern providing economic opportunities to Section 3 workers in the service area or neighborhood of the project; or
2. YouthBuild participants

The service area or neighborhood of the project means an area:

- Within one mile of the Section 3 project work site, or
- Within a circle centered on the Section 3 project work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census, if fewer than 5,000 people live within one mile of a Section 3 project.

Section III Identification and Recordkeeping for Section 3 Businesses

For each Section 3 Business that is completing work on the Section 3 project identified in Section I, complete the HCD Form 4737 with information for each contractor as instructed on the form. Each contractor must document the total number of labor hours and enter the specific amount of Section 3 business labor hours worked on the project. Certification will be documented prior to the execution of a contract. Professional service providers and recipient or subrecipient information may be entered. Certification documentation must be maintained by the recipient or the recipient must ensure that the subrecipient, contractor, or subcontractor maintains documentation for the required record retention period in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR Part 200. (See HCD Form 4737 attached)

Form 4737 is intended to provide a template for both non-Section 3 Businesses and Section 3 Businesses to record labor hours to document compliance on the Section 3 project. A business can also use a separate form or internal system to document compliance. Form 4737 tracks the total number of labor hours for each business that is contracted to complete work on the Section 3 project.

Section IV Identification and Recordkeeping for Section 3 Workers and Targeted Section 3 Workers

For each Section 3 worker that is employed on a Section 3 project, complete the Form 4737A with information for each contractor as instructed on the form. Each contractor must document the total number of labor hours and the total number of Section 3 worker and Targeted Section 3 worker labor hours worked on the project. Certification is documented outside of this form. Professional service providers and recipient or subrecipient information may be entered. Certification documentation must be maintained by the recipient or the recipient must ensure that the subrecipient, contractor, or subcontractor maintains documentation for the required record retention period in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR Part 200. (See Form 4737A attached)

Form 4737A is intended to provide a template for both non-Section 3 Businesses and Section 3 Businesses to record labor hours to document compliance on the Section 3 project. A business can also use a separate form or internal system to document compliance. Form 4737A tracks the total number of labor hours for each business that is contracted to complete work on the Section 3 project.

Section V Certification

By signing this Section 3 Utilization Tool, _____
[contractor/subcontractor] certifies that it meets the requirements of 24 CFR § 75.19. To the greatest extent feasible, the undersigned agrees to provide employment and training opportunities

and contracts for work arising in connection with Section 3 projects to Section 3 workers and business concerns that provide economic opportunities to Section 3 workers within the metropolitan area or (nonmetropolitan county) in which the project is located.

Printed Name of Signer

Title

Date

Signature

Note: This form must be signed by a representative, officer, or agent of the entity or business signing and certifying this information.

Section 3 Business Concern

Certification for Contracting

About this Form

Businesses seeking a preference in contracting on applicable Section 3 projects may qualify as a Section 3 business concern if they meet the following criteria:

At least 51 percent of the business is owned and controlled by low- or very low-income persons,

or at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing,

or over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

It will be hosted on the HUD Exchange at <https://www.hudexchange.info/>.



Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

YES **NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The Town of Wareham
Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits for Town of Wareham
FY 2023**

Income Limits Category	FY 2023 Income Limits
Extremely Low Income Limits (30%)	At or Below \$31,151
Very Low Income Limits (50%)	At or Below \$51,951
Low Income Limits (80%)	At or Below \$82,951

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.



Section 3 Worker and Targeted Section 3 Worker Self-Certification Form

About this Form

Description: This form is designed to help grantees and their subrecipients, contractors, and subcontractors comply with the Section 3 requirements and achieve the Section 3 goals. It is intended to help grantees certify and track Section 3 Workers and Targeted Section 3 Workers seeking certification and/or a preference in employment.

This form is intended to be used as a reference tool to help grantees certify Section 3 workers and provide the appropriate documentation to support the workers' Section 3 status claims. Grantees are encouraged to adapt the form to fit the resources within their individual communities and to meet



Section 3 Worker and Targeted Section 3 Worker Self-Certification (Sample Form)

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? YES NO
2. Are you a resident of the [City/County of insert name] YES NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis. *The grantee should confirm that their state and local laws do not prohibit this question.

- | | | |
|----------------------------------------------|----------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Less than \$10,000 | <input type="checkbox"/> \$30,001 - \$40,000 | <input type="checkbox"/> More than \$60,000 |
| <input type="checkbox"/> \$10,001 - \$20,000 | <input type="checkbox"/> \$40,001 - \$50,000 | |
| <input type="checkbox"/> \$20,001 - \$30,000 | <input type="checkbox"/> \$50,001 - \$60,000 | |

Select from **ONE** of the following two options below:

I qualify as a:

- Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)
- Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)



Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? YES NO

Is the employee a Targeted Section 3 worker based upon their self-certification? YES NO

Was this an applicant who was hired as a result of the Section 3 project? YES NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.



The Town of Wareham
Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits for Town of Wareham
FY 2023**

Income Limits Category	FY 2023 Income Limits
Extremely Low Income Limits (30%)	At or Below \$31,151
Very Low Income Limits (50%)	At or Below \$51,951
Low Income Limits (80%)	At or Below \$82,951

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for public housing)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Targeted Section 3 Worker Definition (for housing and community development)



- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A YouthBuild participant.



Section 3 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

<input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income limit \$82,951
<input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	
<input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project.	

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

Section 3 Utilization Tracker: Business Labor Hours

U.S. Department of Housing and Urban Development
Office of Field Policy and Management

OMB 2501-0040
Expiration 04-30-2025 HUD
Form 4737

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

FORM A: Business Labor Hours Tracking

Tracking of labor hours occurs throughout the project and is reported no later than the conclusion of the work for the identified business. This form is completed in conjunction with Form B for Section 3 Workers and Section 3 Targeted Workers labor hours. An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

EXAMPLE	Business Name	Non-Section 3 Business	Section 3 Business (must be verified by recipient/subrecipient before contract is executed)	Total number of Section 3 worker or Section 3 business labor hours worked	Total targeted Section 3 worker labor hours. (Of the total Section 3 worker labor hours reported list total labor hours from Targeted Section 3 workers)	Total number of labor hours worked from non-Section 3 and Section 3 workers/Section 3 businesses	Section 3 Benchmark non-Section 3 businesses calculate column E divided by column G
A. Construction (HCD programs) or Capital Expenses (PHAs) <i>(Enter labor hours for all construction contracts or subcontracts in the project. Note Section 3 requirements do not apply to material supply contracts.)</i>						All Section 3 businesses report total in column E	All Section 3 business shall record 100% of total labor hours
	Optimus General Contractor	x		50	25	500	10.0%
	123 Excavation	x		19		40	47.5%
	XYZ Concrete		x	120	20	120	100.0%
	76 Framers		x	80		80	100.0%
B. Construction subtotal (Add all amounts in column E to display a subtotal for column E; Add all amounts in column G to display subtotal of all labor hours in column G)				269		740	36.4%
C. Professional Services/Recipients Professional Service/recipients Section 3 worker labor hours are only added to the total in column E (Optional reporting, but is encouraged if it is Section 3 Business or Section 3 worker)							
	Vision Land Surveying		x	10			100.0%
	1+2 Engineering	x					
	Accrued Accountants	x		20			100.0%
	City of Entitlement CDBG	x					
	Helpful NGO Subrecipients LLC	x		10			100.0%
D. Professional Services/Recipient Subtotal (Add all professional service/recipient hours reported in column E to display a subtotal for column E. This subtotal amount is added to the cumulative hours total in column E)				40			
E. Cumulative Project Labor Hours				309		740	41.8%
F. Benchmark met.							

**Section 3
Utilization
Tracker: Section 3
Labor Hours**

U.S. Department of Housing and
Urban Development
Office of Field Policy and
Management

Expiration 04-30-2025

OMB 2501-0040
HUD
Form 4737A

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

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FORM B: Section 3 Labor Hours Tracking

(Reporting for each Section 3 worker can occur throughout the project and as directed by the HUD recipient for the identified business(es). An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Name of Business contracted on (Name of Project)	Identification of Section 3 Worker	Identification of Targeted Section 3 Worker	Date of hire or first reporting period	Total labor hours worked on a project per Section 3 Worker (Tracking of hours can be completed in a separate wage reporting system)
EXAMPLE				
	<i>List or identify all Section 3 Workers for each contracted business. Documentation of a Section 3 Worker is completed outside of this form.</i>	<i>Indicate, by marking with an "X" if the worker has been identified as a Targeted Section 3 Worker. Documentation of a Targeted Section 3 Worker is completed outside of this form.</i>	<i>Enter either the date of hire or the date of the first reporting period after hire for each worker.</i>	<i>Enter number of hours worked by the individual employee over the duration of project.</i>
Business Name	Section 3 Worker Name			
Optimus General Contractor	Employee name 1	x	5/16/2021	10
	Employee name 2			
	Employee name 3			
123 Excavation	Employee name 4			
XYZ Concrete	Employee name 5	x		
76 Framers	Employee name 6			
	Employee name 7	x		
AB Drywall				
Cumulative Project Labor Hours				